

**Contract Number T11-PCH-527**

**for**

**Secondary Transport Ethernet Services**

**between**

**The Department of Information Services**

**and**

**Comcast Business Communications, LLC**

**Effective Date:** March 14, 2011

**Supplemental Work Order 13**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

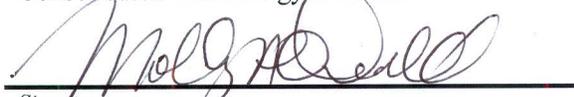
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*  
Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name*  
Asst Director 1/13/14  
\_\_\_\_\_  
*Title* *Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*  
2748FFD858BC4407...  
Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name*  
VP Sales Operations 1/6/2014  
\_\_\_\_\_  
*Title* *Date*

Attachment 1  
SWO 13  
T14-RFQ-013  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DOCBUN1	15111 8 <sup>th</sup> Ave SW	Burien	Olympia	100	\$720.00	\$183.60	\$500.00	\$127.50	\$84.80
DOCSEA4	851 Poplar Place South	Seattle	Olympia	100	\$720.00	\$183.60	\$500.00	\$127.50	\$84.80
DOCHE1	151 NE Hampe Way Ste C2-4	Chehalis	Olympia	100	\$1,008.00	\$257.04	\$0	\$0	\$0
DOCSP02	12406 E Desmet	Spokane	Olympia	100	\$720.00	\$183.60	\$500.00	\$127.50	\$84.80

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### Exhibits

Exhibit A:	DIS Request for Proposal/Quotations T11-RFP-005 for Secondary Transport Ethernet Services
Exhibit B:	Contractor's Response

*Note: Exhibits A and B are not attached. Exhibit A and the non-proprietary, non-confidential portions of Exhibit B are available upon request from the DIS Contract Administrator*

**CONTRACT NUMBER T11-PCH-527**

**for**

**Secondary Transport Ethernet Services**

**PARTIES**

This Contract ("Contract") is entered into on \_\_\_\_\_ ("Effective Date"), by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "DIS"), and **Comcast Business Communications, LLC**, licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning of Secondary Transport Ethernet Services to the State.

**RECITALS**

The state of Washington, acting by and through DIS, issued a Request for Proposal (RFP) dated August 20, 2010 (Exhibit A) for the purpose of establishing Contracts for Secondary Transport Ethernet Services in accordance with its authority under chapter 43.105 RCW.

Contractor submitted a timely Response to DIS' RFP (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified Contractor as an apparently successful Vendor.

DIS has determined that entering into a Contract with Contractor will meet the State's needs and will be in the State's best interest.

Services eligible for purchase under this Agreement include the following:

1. Ethernet Transport Services ("ENS")
2. Ethernet Private Line Services ("EPL")
3. Ethernet Virtual Private Line Services ("EVPL")

NOW THEREFORE, DIS awards to Contractor this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the Secondary Transport Ethernet Services. This Contract is not for personal use.

This Contract is an optional-use contract; without an Order Document and Schedules E and F. This Contract neither financially binds the parties, nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar Products or Services from other sources, *provided that*, all legal acquisition requirements are satisfied. This Contract does not obligate Contractor to provide any Services without an Order Document and Schedules E and F.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

**1. Definition of Terms**

The following terms as used throughout this Contract shall have the meanings set forth below.

**"Acceptance"** shall mean that the Services passed Acceptance Testing and shall be formalized in a written notice from Purchaser to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Services are delivered.

**“Acceptance Date”** for Contractor-installed Services, shall mean the date upon which Purchaser Accepts the Services as provided in the section titled **Standard of Performance and Acceptance**; and for Contractor-installed Products, shall mean the date of delivery of the Services, or, if delivery of partial Orders has been agreed to between Purchaser and Contractor, the last date of delivery of the components of any Order Document and Schedules E and F.

**“Acceptance Testing”** shall mean the process for ascertaining that the Services meet the standards set forth in the section titled **Technical Requirements**, prior to Acceptance by Purchaser.

**“Business Days and Hours”** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**“Confidential Information”** shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information. Confidential Information also includes any Personal Information under the provisions of RCW 19.255.010 and RCW 42.56.590.

**“Contract”** shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

**“Contractor”** shall mean Comcast Business Communications, LLC, its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**“Contractor Account Manager”** shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in the section titled **Contractor Account Manager**.

**“Contractor Project Manager”** shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

**“Delivery Date”** shall mean the date by which the Services ordered hereunder must be delivered.

**“DIS”** shall mean the Washington State Department of Information Services.

**“DIS Contract Administrator”** shall mean the Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Contract.

**“DWDM”** shall mean Dense Wave Division Multiplexing – A carrier service whereby multiple individual coherent light waves (lambdas) are used to carry digital information on a single fiber optic strand/cable.

**“End-to-End Monitoring”** shall mean The Vendor’s monitoring area of responsibility will be between the Vendor’s electronic equipment serving the Nodes at Location 1 and Location 2.

**“Ethernet Transport”** shall mean Ethernet based Secondary Transport aggregated to a regional node site.

**“Effective Date”** shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Exhibit A”** shall mean the RFP.

**“Exhibit B”** shall mean Contractor’s Response.

**“Help Desk”** shall mean a service provided by Contractor for the support of Contractor’s Services. Purchaser shall report warranty or maintenance problems to Contractor’s Help Desk for initial troubleshooting and possible resolution of the problems or for the initiation of repair or replacement services.

**“Installation Date”** shall mean the date by which all Ethernet Circuits ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.

**“Node Site(s)”** shall mean A DIS or state institution operated backbone telecommunications facility in one of six (6) designated cities. Nodes participate fully in the NGN ring architecture. Node sites include Olympia, Pullman, Seattle, Spokane, Vancouver, and Yakima.

**“Order”** or **“Order Document”** shall mean any official document and attachments thereto specifying the Services to be purchased from Contractor under this Contract.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

**“Project”** shall mean the installation and provision of Ethernet Service to a single end site for a specific term.

**“Proprietary Information”** shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“Purchaser”** or **“Authorized Purchaser”** shall mean the state of Washington, DIS, and those entities listed as Authorized Purchasers in the list of Authorized Purchasers attached as Schedule D hereto, and any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

**“RCW”** shall mean the Revised Code of Washington.

**“RFP”** shall mean the Request for Proposal used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto. The RFP is considered a referenced attachment to this Contract; however, in no event shall such RFP be incorporated into the final Contract between the parties.

**“Response”** shall mean Contractor’s Response to the RFP for Secondary Transport Ethernet Services, Exhibit B hereto. The Response is considered a referenced attachment to this Contract; however, in no event shall such Response be incorporated into the final Contract between the parties.

**“Schedule A: *Authorized Product and Price List*”** shall mean the attachment to this Contract that identifies the authorized Services and Prices available under this Contract.

**“Schedule B: *Statement of Work Template*”** shall mean the attachment to this Contract that provides example terms and conditions for a Statement of Work.

**“Schedule C: Escalation Procedures”** shall mean the attachment to this Contract that identifies Contractor’s escalation procedures.

**Schedule D: Authorized Product and Price List”** shall mean the attachment to this Contract that identifies entities authorized to make purchases off of this contract.

**Service(s):** A service provided by Contractor pursuant to an Order Document and Schedules E and F.

**“Specifications”** shall mean the technical and other specifications set forth in the RFP, Exhibit A, any additional specifications set forth in Contractor’s Response, Exhibit B, and the specifications set forth in Contractor’s Services documentation, whether or not Contractor produces such documentation before or after this Contract’s Effective Date.

**“State”** shall mean the state of Washington.

**“Supplemental Work Order”** or **“SWO”** shall mean a separate description of the work to be accomplished by Contractor under the terms and conditions of this Contract. A template SWO is attached as Schedule B.

**“Subcontractor”** shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

**“Vendor Demarcation Point”** shall mean a physical location at the Purchaser’s site where the Vendor’s service physically terminates and is cross-connected to the State or Purchaser’s equipment.

## **Contract Term**

### **2. Term**

- 2.1. This Contract’s initial term shall be approximately three and one half (3.5) years, commencing upon the Effective Date and expiring on June 30, 2014.
- 2.2. This Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be mutually agreed upon in writing not less than thirty (30) calendar days prior to the expiration of the then-current term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.
- 2.3. Term of Supplemental Work Order (SWO). The term of any SWO executed pursuant to this Contract shall be set forth in the SWO. The service term indicated in any SWO, or Schedule F shall survive the expiration of the contract. Any Order Document, Schedule E and/or SWO may be terminated in accordance with the termination sections of this Contract or as agreed between the parties.

### **3. Survivorship**

All purchase transactions executed 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, if applicable, the terms of the sections titled **Overpayments to Contractor; Ownership/Rights in Data; Contractor Commitments,**

**Warranties and Representations; Protection of Purchaser's Confidential Information; License Grant; Software Ownership; Date Warranty; No Surreptitious Code Warranty; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor's Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability**, shall survive the termination of this Contract.

## **Pricing, Invoice and Payment**

### **4. Pricing**

- 4.1. Contractor agrees to provide the Services to Purchasers at the prices set forth in the Authorized Product and Price List attached as Schedule A to this Contract and Schedules E and F. Such prices may not be increased during the term of this Contract. Services may also be ordered based on subsequent site specific price quotes provided by Contractor.
- 4.2. Contractor may participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of USAC requirements. Contractor's Service Provider Identification Number (SPIN) is 143003990.
- 4.3. Contractor makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). DIS expressly understands and agrees that it shall pay Contractor one hundred percent (100%) of all Non-Recurring Charges, Monthly Recurring Charges and other amounts required under this Agreement in accordance with the payment intervals specified therein. DIS may not withhold or off set any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the DIS has received, or has been designated as a recipient of, E-Rate Funding for the Services, DIS will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Contractor shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Contractor will reasonably assist DIS in the completion of those portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, DIS's invoices, Contractor shall have no obligations under this Agreement until DIS provides Contractor the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving DIS's eligibility for E-Rate Funding. If during the term of this Agreement DIS fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, DIS may elect to (i) continue to receive Services under this Agreement, in which DIS shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in Schedule A attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Contractor and the DIS from future performance of the Agreement. However, Contractor shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due

balance(s), and any additional costs already incurred by Contractor in conjunction with this Agreement. DIS shall notify Contractor in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Contractor initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% DIS -furnished funds or partially reimbursed funds by the SLD.

## **5. Tariffs**

- 5.1. Contractor agrees to make all State or Federal tariff filings that are required by law or regulation and that are necessary for contract performance. Contractor shall provide DIS with copies of all such tariffs on the same day they are filed. Contractor shall certify that all terms, conditions, and prices in the tariff are as stated in this Contract, and that the tariff contains nothing inconsistent with the Contract.
- 5.2. If necessary, Contractor shall make commercially reasonable efforts to submit any initial filing required to implement the contract within ten (10) calendar days after the Effective Date of this Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body thirty (30) calendar days after the date of contract award, the DIS shall have the right partially or entirely to terminate the contract without liability.
- 5.3. Before this Contract becomes effective, Contractor shall provide to DIS copies of its current tariffs, if applicable, which pertain to the provision of the Service described herein.
- 5.4. After this Contract becomes effective, except for any filing pursuant to Section 5.1 hereof, Contractor agrees to provide advance copies of all revisions to tariffs or new tariffs that specifically pertain to the contract or that may materially and adversely affect the DIS' rights or obligations under the contract. These shall be provided to the DIS at least ten (10) calendar days in advance of the intended filing date. Contractor shall make no revisions to its tariffs that materially and adversely affect the DIS' rights or obligations under this contract.
- 5.5. If any ruling, order or determination of any regulatory agency or court of competent jurisdiction shall materially and adversely affect the Contractor's ability to offer Services under the terms and conditions of this Contract, Contractor agrees, within thirty (30) days, to develop a proposal that provides comparable service to Purchaser at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. If Contractor is unwilling or unable to develop such a proposal within thirty (30) days of any such event, the DIS will have the right partially or entirely to terminate the contract without liability.

## **6. Advance Payment Prohibited**

No advance payment shall be made for the Services furnished by Contractor pursuant to this Contract. Service charges may be billed on a monthly basis at the start of each month. Billing procedures for installation charges may be established on a site by site basis by Contractor and Purchaser.

## **7. Taxes**

- 7.1. Purchaser will pay sales and use taxes, if any, imposed on the Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal

property taxes levied or assessed on Contractor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

- 7.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract. Comcast is licensed to do business in Washington State. Comcast of Washington IV, Inc. (UBI 601031297)
- 7.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

## **8. Invoice and Payment**

- 8.1. Contractor will submit properly itemized invoices to the person identified by Purchaser at the address provided by Purchaser. Invoices shall provide and itemize, as applicable:
  - End-Site Name (provided by Purchaser)
  - Contract number T11-PCH-527 and Order Number YY-YY;
  - Contractor account number
  - Contractor circuit identifier
  - Contractor name, address, phone number, and Federal Tax Identification Number;
  - Description of Services provided;
  - Monthly Recurring Charges for Service;
  - Date(s) of delivery of Services
  - Multiplexing charges (if applicable)
  - Installation cost (if applicable)
  - Applicable taxes;
  - Other applicable charges;
  - Any service credits, including without limitation Out of Service credits issued pursuant to this Contract;
  - Total invoice amount; and
  - Payment terms including any available prompt payment discounts.
- 8.2. Contractor shall complete registration with the Washington Statewide Vendor Payment Registration system prior to issuing any invoices for services. Registration may be completed at: <http://www.ofm.wa.gov/accounting/vendors.asp>.
- 8.3. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Services or thirty (30) calendar days after receipt of properly prepared undisputed invoices, whichever is later.
- 8.4. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
- 8.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Contractor's bank account or if

a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Equipment or receipt of Contractor's properly prepared invoice, whichever is later.

## **Contractor's Responsibilities**

### **9. Contractor Implementation and Installation Requirements**

#### **9.1. Notifications**

Contractor must notify end user customers of scheduled installations at least twenty-four (24) hours prior to arrival at the site.

Contractor must notify and work with the DIS Network Control Center (NCC) when testing/completing installation of Service(s).

#### **9.2. Coordination With Local Telephone Company**

Contractor agrees to coordinate with the Local Telephone Company (ies), Interexchange Carriers (IXC), and other transport service providers to connect existing and new circuits to the Node Site. All coordination pursuant to this Section shall be Contractor's sole responsibility.

#### **9.3. Acquisition of Permits**

10.4.1 The Contractor will be solely responsible for the acquisition of any required city, county, or state permits.

10.4.2 At facilities that are not owned by Purchaser, the Purchaser will coordinate and assist Contractor in the negotiation of Rights of Entry (ROE) with the landlord when required.

#### **9.4. Coordination of Installation**

Contractor agrees to coordinate Service(s) installation with the Purchaser Digital Transport Services Manager and conduct installation between the hours of 6:00 a.m. and 6:00 p.m., Pacific Time on Business Days.

### **10. Service Availability**

Contractor's secondary transport ethernet service must be available twenty-four (24) hours per day, three hundred sixty five (365) calendar days per year.

Comcast provides Customers a toll free trouble reporting telephone number to the customer Business Services Network Operations Center (BNOC) that operates on a 24 x 7 x 365 basis. Comcast provides technical support for service-related inquiries. Technical support will not offer consulting or advice on issues relating to Customer Premise Equipment (CPE) not provided by Comcast.

### **11. Service Performance**

The Vendor's service must perform at a minimum 99.90 percent of the time during a calendar month.

Comcast Ethernet Transport Services SLA asserts to 99.99% availability. Please see Ethernet Transport Services Product Specific Attachment (PSA) for more specifics regarding uptime commitment.

**12. Service Latency**

Contractor's five (5) minute average end-to-end packet latency must be < 15ms. End-to-end is defined as packets traversing Purchased circuit from egress port on customer device to ingress customer device on other end of purchased circuit. Contractor's Premium Class of Service Option meets this standard.

**Latency** is defined as the time taken for a packet to traverse a network from one destination to another .

**13. Packet Loss**

Contractor's five minute average for packet loss must be < .1% of the total packet throughput on service path. Service path is defined as Purchased circuit from egress port on customer device to ingress port on customer device on other end of purchased circuit. Contractor's Premium Class of Service Option meets this standard.

Packet Loss occurs when one or more packets of data traveling across the network fail to reach their destination.

**14. Service Interface & Termination Requirements**

Service Interface to Purchaser's Equipment:

Unless otherwise specified by Purchaser, the interfaces provided to Purchaser locations must be administratively configured for use as a fixed full duplex 100 or 1000 Mbps interface per the resulting work order or site agreement.

Service Capacities (Rate Limiting):

Contractor must be able to provide rate limiting/bandwidth metering at the Purchaser location.

Termination Requirements:

Contractor is responsible for all access and fiber/cabling to the point of service handoff at the customer premise equipment/switch/router.

14.1 DIS Node site connectivity requirements

All DIS node sites require an IEEE 802.1q trunk with a fiber handoff

14.2 Customer site connectivity requirements

Customer sites will require a standard Ethernet connection or an IEEE 802.1q trunk depending on the customer requirement. Customer sites will require either a fiber or copper handoff depending on their requirements.

**15. Equipment Space and Power**

Contractor shall be responsible for the purchase, installation, configuration and maintenance of all equipment required to provide Ethernet services to Purchaser. Following receipt of a work order Contractor must disclose whether Contractor owned equipment is required on Purchaser premises in order to deliver the required interface. If so, Contractor must disclose the type of equipment and the space and power requirements necessary to serve Contractor's equipment. Contractor must supply an uninterruptable power supply capable of providing at least 4 hours of backup power and use this to power their equipment.

**16. Extended D-mark**

If Purchaser requests extended d-mark – Contractor is responsible for installing, maintaining and servicing of the extended d-mark including any work done by a subcontractor.

**17. Ethernet Standards**

Contractor's Ethernet interface provided at the Purchaser's point-of-presence must adhere to IEEE 802.3 standards for 10 Mbps, 100 Mbps, 1,000 Mbps, or 10,000 Mbps Ethernet depending on the service purchased at the location by the Purchaser.

**18. VLAN**

Contractor's Ethernet services must provide support for virtual local area network (VLAN) via the IEEE 802.1Q standard.

**19. Marking of Traffic**

Contractor may not mark or remark any traffic without approval from DIS. All traffic leaving a Purchaser site will arrive after traversing the vendor network with the same markings it left with (QoS, Multicast, etc.).

**20. Service Reports**

20.1 Trouble Logs

Contractor will provide a weekly trouble log summary and error statistic reports to the Purchaser upon request.

- Emergency Repair/Trouble log contents are defined in Section 5.17.3
- Error Statistics report contents are defined in Section 5.17.5.

20.2 Reason For Outage

Contractor will provide a per incident Reason for Outage (RFO). Preliminary RFOs shall be provided within 2 hours after an outage has been resolved with complete RFOs provided within 24 hours. For incidents requiring additional carrier research the RFO is to be updated every 24 hours until such time as a final determination has been made.

**21. Service Repair and Trouble Reporting**

21.1 Response to Trouble Reports

Contractor must respond to all trouble reports twenty-four (24) hours a day, 365 days per year within 4 hours.

21.2 Toll-Free Trouble Reporting Number

Contractor must provide a toll-free trouble reporting number.

21.3 Trouble Reporting

For all Service(s) problems the Contractor must provide periodic status report (type of problem, estimated time to repair, vendor ticket number) to the Purchaser.

Contractor must maintain a repair log listing the date of the repair occurrence, problem found, action taken to resolve the problem, and the total out-of-service time. Only issues affecting Purchaser's Service(s) need be logged.

21.4 End-to-End Service Monitoring and Test Capability

Contractor must have the capability of monitoring the service End-to-End and have the ability to perform remote site testing as necessary to troubleshoot problems with their Service(s).

21.5 Error Statistics Reporting

Contractor must be able to provide continuous End-to-End Monitoring and error statistics for Services(s) provided to Purchaser.

**22. Service Maintenance**

22.1 Scheduled Routine Maintenance/Testing

Contractor and Purchaser will develop an agreed upon a maintenance window of days and times for scheduled maintenance and testing of the Purchaser's Service(s).

22.2 Emergency Repair/Maintenance/Testing

Contractor must notify the Purchaser immediately if emergency maintenance or testing is going to occur that could potentially disrupt State network customer traffic.

**23. Credit for Service Outages**

Contractor's liability for any Service Interruption (individually or collectively, "Liability"), shall be limited to the amounts set forth in Table 1 below. For the purposes of calculating credit for any such Liability, the Liability period begins when the Purchaser reports an interruption in the portion of the Service to Contractor, provided that the Liability is reported by Purchaser during the duration of the Liability, and, a trouble ticket is opened; the Liability shall be deemed resolved upon closing of the same trouble ticket or the termination of the interruption, if sooner, less any time Contractor is awaiting additional information or premises testing from the Purchaser. In no event shall the total amount of credit issued to Purchaser's account on a per-month basis exceed 50% of the total monthly recurring charge ("MRC") set forth in the Order Document. Service Interruptions will not be aggregated for purposes of determining credit allowances. To qualify, Purchaser must request the Credit from Contractor within thirty (30) days of receipt of the invoice for the month during which the outage occurred. Purchaser will not be entitled to any additional credits for Service Interruptions. Contractor shall not be liable for any Liability caused by Planned Service Interruptions or Purchaser actions, omission or equipment.

**TABLE 1**

<b>Length of Service Interruption:</b>	<b>Amount of Credit:</b>
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

THE TOTAL CREDIT ALLOWANCES PER MONTH IS CAPPED AT 50% of THAT MONTH'S MRC FOR THE INTERRUPTED SERVICE. SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

**24. Circuit Administration**

The Ethernet circuits shall be administered by Purchaser.

**25. Service Installation**

Contractor must agree to have the service installed, tested and ready for DIS' acceptance at the sites on or before forty five (45) days, where facilities already exist, or ninety (90) days, where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Contractor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the services described. Contractor must notify end user customers of scheduled installations prior to arrival at the site. Contractor must notify the DIS Network Control Center (NCC) when testing/completing installation of service.

Contractor must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site.

Contractor must notify and work with the DIS Network Control Center (NCC) when testing/completing installation of service.

**26. RFP Mandatory Requirements**

The RFP mandatory requirements are essential substantive terms of this Contract. Services provided under this Contract shall meet or exceed all the mandatory requirements of the RFP.

**27. Supplemental Work Order**

27.1. All Services shall be provided pursuant to the terms of this Contract and shall be documented in an SWO or other Order Document established between Purchaser and Contractor.

27.2. The terms and conditions of any SWO /Order Document cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

27.3. Contractor agrees that within 15 business days of the initial receipt of a SWO, Contractor shall either sign and return such SWO, or notify the DIS Contract Administrator of the need for additional time. No work shall be performed by Contractor until a SWO is executed by Contractor and Purchaser and is received by Contractor

**28. Site Security**

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with posted physical, fire, and security regulations.

**29. Acceptance Testing**

The evaluation and acceptance of the Services will be conducted by Purchaser network technicians and management and requires thirty (30) days of continuous service and will be restarted after every failure. As documented through trouble tickets, Customer shall have the right to terminate the interrupted portion of Service prior to the end of the agreed Service Term, without payment of any applicable Termination Charges, and without further liability or penalty on the part of Comcast: (i) if such portion of Service experiences a Service Interruption on three (3) or more separate occasions of more than eight (8) hours each in any thirty-(30-) day period and (ii) following written notice thereof from Customer to Comcast, that portion of Service experiences a Service Interruption of more than twelve (12) hours at any time within the (12) month period

immediately following said notice; or (iii) **subsequent to the events of “(i)”**, if such portion of the Service experiences a Service Interruption in excess of seventy-two (72) continuous hours, (each a "Chronic Service Interruption"). Notwithstanding the foregoing, outages resulting from Force Majeure events, as outlined in Section 12 herein, shall not qualify as a “chronic outage”.”

Contractor shall inform Purchaser when Service is available and performing in accordance with the “Performance Standards” set forth in Schedule A-1 hereto (“Availability Notification”). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Purchaser confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Purchaser fails to notify Contractor that the Service does not comply materially with the specifications set forth in Schedule A-1 hereto; or (C) the date on which Purchaser first uses the Service for non-testing purposes.

### **30. Contractor Commitments, Warranties and Representations**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or other communication medium accompanying or referred to in its Response or other written representations used to effect the sale to Purchaser.

### **31. Protection of Purchaser’s Confidential Information**

- 31.1. 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 Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of 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 the information known to any other party without Purchaser’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 Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 31.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.
- 31.3. To the extent permitted by law, Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
- 31.4. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information.

## Purchaser's Authority and Responsibilities

### 32. Purchaser Use of Contract

- 32.1. The optional-use nature of this Contract relieves Purchaser of the need to conduct individual competitive activities as specific requirements arise. When acquiring service to specific sites, Purchaser may to solicit price quotes from multiple Contractor(s) capable of serving the sites. Purchaser may consider criteria other than financial in their selection of a Contractor to provide the service. Additional criteria may include, but is not limited to, service quality, past performance, installation speed, labor resources available, and Vendor experience.
- 32.2. For a project with a total cost, as identified in the Supplemental Work Order (SWO) exceeding \$250,000, the Purchaser must solicit quotations from at least three (3) Vendors holding a Contract, or other Vendors. The SWO must identify at least two (2) Vendors that submitted a quotation, but were not awarded the work. The Contract Vendor shall not execute a Supplemental Work Order for a project in excess of this amount unless this requirement has been satisfied.
- 32.3. This Contract may not be used for any project with a total cost that is in excess of \$1.5 million (\$1,500,000.00). Projects that exceed \$1.5 million must be competitively bid in a separate competition.
- 32.4. Purchaser may elect to conduct formal Second Tier Competitions among contracted vendors to solicit price quotes for service to specific sites.

## Contract Administration

### 33. Legal Notices

- 33.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Products) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

**To Contractor at:**

One Comcast Center  
1701 JFK Blvd  
Philadelphia, PA 19103  
Attn: Vice President / Enterprise Sales

One Comcast Center  
1701 JFK Blvd, 50<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attn: Cable Law Department

**To DIS at:**

State of Washington  
Department of Information Services

**Attn:** Contract Administrator

***If by US Postal Service:***      ***If by Overnight Courier:***

PO Box 42445

1110 Jefferson St. S.E.

Olympia, WA 98504

Olympia, WA 98504

E-mail: [mcadmin@dis.wa.gov](mailto:mcadmin@dis.wa.gov)

or to **Purchasers** at the address listed on their purchase order.

- 33.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.
- 33.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

#### **34. Contractor Account Manager**

Contractor shall appoint an Account Manager for the State's account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor's Account Manager will be the principal point of contact for DIS concerning Contractor's performance under this Contract. Contractor shall notify the DIS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: Alok Sharma  
Address: 410 Valley Ave. NW, Puyallup, WA 98371  
Phone: (253) 861-4258  
Cell: (206) 841-1661  
E-mail: [alok\\_sharma@cable.comcast.com](mailto:alok_sharma@cable.comcast.com)  
Contractor Sales Manager: Dan Littlefield  
Phone: (253) 864-4224  
Cell: (253)-261-4494  
E-Mail: [Dan\\_Littlefield@cable.comcast.com](mailto:Dan_Littlefield@cable.comcast.com)

#### **35. Contractor Project Manager**

Contractor shall assign a Contractor Project Manager for each Purchaser project. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor's activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning service installation.

#### **36. Section Headings, Incorporated Documents and Order of Precedence**

- 36.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 36.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.  
Schedules A, B, C D, E and F;  
The terms and conditions contained on Purchaser's Order Documents, if used; and  
All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting

materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

36.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

Applicable federal and state statutes, laws, and regulations;

Sections of this Contract;

Schedules A, B, C, D, E and F

The terms and conditions contained on Purchaser's Order Documents, if used; and

All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

### **37. Entire Agreement**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

### **38. Authority for Modifications and Amendments**

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor

### **39. Additional Services**

Contractor may submit new Services with associated discounts or prices to the DIS Contract Administrator. New or changed Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Services that are determined by DIS to be appropriate to the scope of this Contract, may be added to Schedule A of this Contract by an instrument in writing, signed by both Contractor and DIS. Such writing shall include a specific description of the additional Services, pricing, and additional terms and conditions as relevant.

### **40. Independent Status of Contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, 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. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

### **41. Governing Law**

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder

shall be in the Superior Court for Thurston County or the county in which Purchaser is located within the state of Washington.

#### **42. Rule of Construction as to Ambiguities**

Each party to this Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

#### **43. Subcontractors**

Contractor may, with prior written permission from DIS, 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 Purchaser for any breach in the performance of Contractor's duties. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor. Contractor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employees, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, and Software Ownership** sections of this Contract occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Software Ownership, Publicity and Review of Contractor's Records** sections of this Contract shall apply to all Subcontractors.

#### **44. Assignment**

44.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

44.2. DIS may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

#### **45. Publicity**

45.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by DIS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.

45.2. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS' or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of DIS' or Purchaser's name with Contractor's Products or Services may, in DIS' or Purchaser's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser *prior* to such use.

## **46. Review of Contractor's Records**

- 46.1. 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 Purchaser'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 two (2) 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 two (2) years from the date of expiration or termination of this Contract, whichever is later.
- 46.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract's term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.
- 46.3. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
- 46.4. 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 Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

## **General Provisions**

### **47. Patent and Copyright Indemnification**

- 47.1. Contractor, at its expense, shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims against DIS or Purchaser that any Product supplied hereunder, or Purchaser's use of the Product within the terms of this Contract, infringes any patent, copyright, trade secret, trademark, or other similar proprietary right of a third party worldwide. 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 DIS or Purchaser provided that DIS or Purchaser:
  - Promptly notifies Contractor in writing of the claim, but DIS' or Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and
  - Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.
- 47.2. If such claim has occurred, or in Contractor's opinion is likely to occur, DIS and Purchaser agree to permit Contractor, at its option and expense, either to procure the right to continue using the Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product is enjoined by a court and Contractor determines

that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Product and provide Purchaser a refund. In the case of Product, Contractor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and the Purchaser will pay only those charges that were payable prior to the date of such return.

#### **48. Save Harmless**

Contractor shall defend, indemnify, and save DIS and Purchaser 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. Contractor's obligation to defend, indemnify, and save DIS and Purchaser harmless shall not be eliminated or reduced by any alleged concurrent DIS or Purchaser negligence.

#### **49. Insurance**

49.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published *edition of Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.

49.2. The minimum acceptable limits shall be as indicated below, unless otherwise indicated, for each of the following categories:

Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million combined single limit.

Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and

Professional Liability Errors and Omissions, with coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

49.3. Contractor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference this Contract number T11-PCH-527 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof and shall contain a provision giving DIS thirty (30) days cancellation notice. .

- 49.4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.
- 49.5. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall 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.
- 49.6. Contractor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS sole option, result in this Contract's termination.
- 49.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DIS in this Contract.

## **50. Industrial Insurance Coverage**

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. DIS or Purchaser 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.

## **51. 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.)

## **52. Antitrust Violations**

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

## **53. Compliance with Civil Rights Laws**

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Contractor may be declared ineligible for further contracts with the State.

**54. Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications 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.

**55. Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

**56. Treatment of Assets**

- 56.1. Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchaser.
- 56.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.
- 56.3. Contractor shall be responsible for any loss of or damage to property of Purchaser that results from Contractor's negligence or that results from Contractor's failure to maintain and administer that property in accordance with sound management practices.
- 56.4. Upon loss or destruction of, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.
- 56.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.
- 56.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

**57. Contractor's Proprietary Information**

Contractor acknowledges that DIS and Purchaser are 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 Contractor to be Proprietary Information, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

**Disputes and Remedies**

**58. Disputes**

- 58.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

58.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5) Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next five (5) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and its attorneys' fees and share equally the cost of the third panel member.

58.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

58.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

58.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

## **59. Non-Exclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

## **60. Failure to Perform**

If Contractor fails to perform any substantial obligation under this Contract, DIS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Contractor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

## **61. Limitation of Liability**

61.1. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a Date Warranty or No Surreptitious Code Warranty issue or patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in

the sections titled **OSHA/WISHA, Termination for Default, and Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

- 61.2. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.
- 61.3. Neither Contractor, DIS nor Purchaser shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

## **Contract Termination**

### **62. Termination for Default**

- 62.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor's failure or violation is not so corrected, this Contract may be terminated immediately by written notice from DIS to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.
- 62.2. In the event of termination of an Order or this Contract by DIS, Purchaser or DIS shall have the right to procure the Service(s) that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract/Order price for the Services and the replacement costs of such Services acquired from another vendor; (ii) if applicable, all administrative costs directly related to the replacement of the Order or Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other direct costs to Purchaser or DIS resulting from Contractor's breach. DIS and Purchasers shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe DIS or Purchasers for Contractor's default.
- 62.3. If either DIS or Purchaser violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser's Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Contract may be terminated by written notice from Contractor to DIS.
- 62.4. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.

62.5. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

### **63. Termination for Convenience**

63.1. When, at the sole discretion of DIS, it is in the best interest of the State, DIS may terminate this Contract, in whole or in part, upon thirty (30) calendar days written notice to Contractor.

63.2. Purchaser may terminate its Order upon sixty (60) days notice to Contractor. If an Order is so terminated, Purchasers are liable only for payments for Service(s) received and accepted by Purchaser prior to the effective date of termination.

### **64. Termination for Withdrawal of Authority**

64.1. In the event that DIS or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract or any Order and prior to normal completion, DIS may terminate this Contract, or a Purchaser may terminate its Order(s), by thirty (30) Business Days written notice to Contractor. No penalty shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If this Contract is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Service(s) received and accepted by Purchaser prior to the effective date of termination.

64.2. In the event that DIS' end user customer's authority to perform any of their duties related to receiving services from DIS through this contract is withdrawn, reduced, or limited in any way after the commencement of a SWO and prior to normal completion, DIS may terminate or amend SWO (s) or individual circuits in Service(s) under this Contract and its associated SWO (s) without penalty upon thirty (30) days prior written notice. This section shall not be construed to permit DIS or its end user customer to terminate SWO (s) in order to acquire similar Service(s) from a third party. If a SWO is terminated pursuant to this Section, DIS is liable only for payments required by the terms of this Contract for Service(s) received and accepted prior to the effective date of termination.

### **65. Termination for Non-Allocation of Funds**

65.1. If funds are not allocated to DIS or Purchaser to continue this Contract or Order in any future period, DIS may terminate this Contract or individual circuits in service under this Contract by ten(10) Business Days written notice to Contractor. DIS or Purchasers will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If a circuit is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Service(s) received and accepted by Purchaser prior to the effective date of termination.

65.2. If funds are not allocated to DIS' end user customer to continue with Service(s) under SWO (s) associated with this Contract in any future period, DIS may amend or terminate the applicable SWO (s) or individual circuits in Service(s) under this Contract. Purchaser will

not be obligated to pay any further charges for Services(s) including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS or its end user customer to terminate SWO (s) in order to acquire similar Services from a third party. If a SWO is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Service(s) received and accepted by Purchaser prior to the effective date of termination.

**66. Termination for Conflict of Interest**

DIS may terminate this Contract, or Purchaser its Order(s), by written notice to Contractor if DIS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract or any Order is so terminated, DIS and Purchasers shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Contract or any Order.

**67. Termination Procedure**

- 67.1. In addition to the procedures set forth below, if DIS terminates this Contract, Contractor shall follow any procedures DIS specifies in DIS' Notice of Termination.
- 67.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.
- 67.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within thirty (30) calendar days of notice of the amounts due. If Contractor fails to make timely payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.

**68. Covenant Against Contingent Fees**

- 68.1. Contractor represents to the best of its knowledge, information and belief, that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Contractor.
- 68.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

## **Contract Execution**

### **69. Authority to Bind**

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

**70. Counterparts**

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

**71. Facsimile Execution**

The parties agree that this Contract may be executed by facsimile signature, and shall be effective as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide original signature pages within ten (10) business days of facsimile execution.

*In Witness Whereof*, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**Approved**

State of Washington  
Department of Information Services

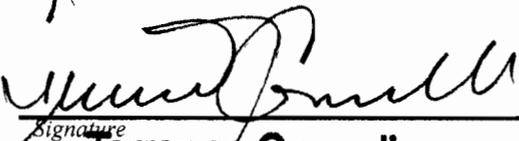
  
\_\_\_\_\_  
*Signature*

MICHAEL MARTEL      3/10/11  
*Print or Type Name*      *Date*

ASSISTANT DIRECTOR  
*Title*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

Terrence Connell  
Vice President  
*Print or Type Name*      *Date*

3/9/11  
*Title*

<b>Contractor Information</b>
Contractor's UBI Number: 602580244
Minority or Woman Owned Business Enterprise Yes _____ No <input checked="" type="checkbox"/> (Certification Number)

**Schedule A**  
***Product and Price List***

as of March 3, 2011

for  
**Contract Number T11-PCH-527**  
with  
**Comcast Business Services, LLC**

Maximum MRC 10 Mb
<b>\$1,310.00</b>

	100 Mb Ethernet Trunk Charge MRC	1 Gig. Ethernet Trunk Charge MRC
Olympia Node	Included in Port Charges	Included in Port Charges
Seattle Node	Included in Port Charges	Included in Port Charges
Spokane Node	Included in Port Charges	Included in Port Charges

## **Schedule B**

### **Supplemental Work Order Template**

This Supplemental Work Order YY-YY (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section XX of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

#### **Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

#### **1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

#### **2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a \_\_\_\_\_ (X) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

#### **3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

#### **4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



## Schedule C Escalation Procedures – Metro E

### WE'RE HERE TO HELP – CUSTOMER CARE

If you encounter a billing or technical problem or need help with any of our services, the Ethernet Support Team is standing by to assist you. Technical support is available 24/7. Just call 800-741-4141. For sales questions, please contact your sales support team or visit the sales website, [business.comcast.com/ethernet/index.aspx](http://business.comcast.com/ethernet/index.aspx).

#### Escalation Procedures

Comcast will provide 24/7 support for all Customer issues. In an effort to provide the highest quality service to our business customers, Comcast has developed the following escalation procedure. At your request, your call will be escalated directly to one of our Supervisors or more senior staff if customer satisfaction has not been achieved after the standard trouble reporting procedure. Customer escalations should begin with following the intervals below.

#### Comcast Defined Priorities

Priority	Definition
1	No Service, Service Down
2	One or more customer sites experiencing degraded service

#### **\*\* For all Priority 1 trouble calls there is a standard 4 hour MTTR goal (Mean Time to Repair)**

Our APS Tech will contact to you at a pre-determined intervals, as agreed upon with customer when the customer calls Customer Care to notify Comcast of the issue.

#### Notification Based on Priority – Durations without Resolution

Priority	Supervisor	Manager	Director
1	>= 01 Hours & <= 04 Hours	>= 04 Hours & <= 08 Hours	>= 08 Hours
2	>= 04 Hours & <= 08 Hours	>= 08 Hours & <= 10 Hours	>= 10 Hours

#### Escalation Contact List (Standard Business Hours 8 – 5 MTN Monday - Friday):

Title	Name	Contact Number	Email
Supervisor	Varies on shift	877-742-2156	<a href="mailto:Enterprise_Escalations@cable.comcast.com">Enterprise_Escalations@cable.comcast.com</a>
Manager	Jason Perkins	720-267-7479	<a href="mailto:Jason_Perkins2@cable.comcast.com">Jason_Perkins2@cable.comcast.com</a>
Director	Rob Lincavage	720-267-1333	<a href="mailto:Robert_Lincavage@cable.comcast.com">Robert_Lincavage@cable.comcast.com</a>

#### Escalation Contact List (Non-Business Hours):

Title	Name	Contact Number	Email
Supervisor	Varies on shift	877-742-2156	<a href="mailto:Enterprise_Escalations@cable.comcast.com">Enterprise_Escalations@cable.comcast.com</a>
Manager	Jason Perkins	Supervisor will patch through to Manager	
Director	Rob Lincavage	Manager will patch through to Director	

**Schedule D**  
***Authorized Purchasers***

**for**  
**Contract Number T11-PCH-527**  
**with**  
**Comcast Business Communications, LLC**

Washington State Department of Information Services;

K20 Network Connected Institutions;

Washington State Public Baccalaureate Institutions;

Washington State Community and Technical Colleges;

Washington State Public School Districts;

Washington State Educational Service Districts (ESD);

Washington State Public Library Systems;

Washington State Cities and Counties

**Amendment Number 11-01**  
**to**  
**Contract Number T11-PCH-527**  
**for Ethernet Transport Services**

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In accordance with Provision 38 (Authority of Modifications and Amendments) of Contract Number T11-PCH-527 ("Contract"), this Amendment Number 11-01 is entered into by and between the State of Washington, Department of Information Services (DIS) and Comcast Business Communications, LLC ("Contractor").

The parties hereby agree to the following:

1. Schedule D, *Authorized Purchasers*, is amended to add the following public entities to the list of authorized purchasers:

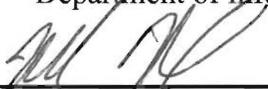
Washington State Port Districts.

This amendment is effective on the date of DIS' signature.

All other provisions of Contract Number T11-PCH-527 shall remain in full force and effect.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Department of Information Services



Signature

MICHAEL MARTEL

Print or Type Name

ASSISTANT DIRECTOR

Title

4/6/11

Date

Approved  
Comcast Business Communications,  
LLC



Signature

Terrence Connell

Print or Type Name

Vice President

Title

3/23/11

Date

**Supplemental Work Order 11-01**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 11-01 (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

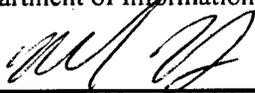
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 11-01 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services

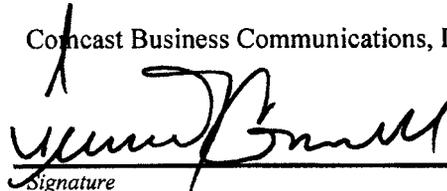
  
\_\_\_\_\_  
*Signature*

**Michael Martel**  
\_\_\_\_\_  
*Print or Type Name*

**ASSISTANT DIRECTOR** **4/18/11**  
\_\_\_\_\_  
*Title Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

**Terrence Connell**  
\_\_\_\_\_  
*Print or Type Name*

**Vice President** **4/12/11**  
\_\_\_\_\_  
*Title Date*

Attachment 1  
SWO 11-01  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Monthly Recurring Costs 100Mb (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DOCABR1	191 Constantine Way, Aberdeen, WA 98520	Aberdeen	Olympia	\$ 1,663.20	\$ -

# COMCAST ENTERPRISE SERVICES SALES ORDER FORM

## SERVICES AND PRICING

Account Name: State of Washington - Department of Information Services

Date: 4/7/2011

MSA ID#: T11-PCH-527

SO ID#: WA-151075-dlitt-45533

Short Description of Service:

This Sales order Order is made and entered by and between the State of Washington, Department of Information Services ("DIS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services. The Service ordered under this sales order is 100MB EVPL Connecting DIS OB2 and DOC- ABR1.

Service Term: 60 MONTHS

PAGE 2 of 6

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Solution Charges	
								Monthly	One-Time
001	New	-	Ethernet Network Interface - Gig E	Port	DIS OB2 /	-	Interstate	\$384.73	\$0.00
002	New	-	Ethernet Network Interface - 10 / 100	Port	DOC -ABR1 / 191 Constantine Way	-	Interstate	\$88.78	\$0.00
003	New	-	EVPL - Premium Network Bandwidth	100 Mbps	DIS OB2 /	DOC -ABR1 / 191 Constantine Way	Interstate	\$1,189.69	\$0.00
004	-	-	-	-	-	-	-	\$0.00	\$0.00
005	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	\$0.00	\$0.00
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014	-	-	-	-	-	-	-	\$0.00	\$0.00
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047	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

**PAGE 2 SUBTOTAL: \$1,663.20 \$0.00**

**Supplemental Work Order 11-03**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 11-03 (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**Supplemental Work Order 11-02**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 11-02 (SWO) is made and entered by and between the State of Washington, Department of Information Services ("DIS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527 for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

**7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix I. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

**9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

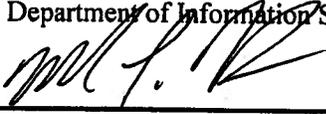
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 11-02 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services



Signature

**Michael Martel**

Print or Type Name

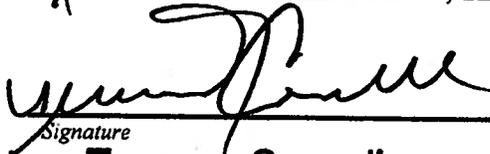
**ASSISTANT DIRECTOR** 4/21/11

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

**Terrence Connell**

Print or Type Name

**Vice President**

Title

4/20/11

Date

**Attachment 1**  
**SWO 11-02**  
**Secondary Ethernet Site List**  
**Comcast**

<b>Customer Site</b>	<b>Address</b>	<b>Location</b>	<b>DIS Node</b>	<b>Monthly Recurring Costs 100Mb (\$)</b>	<b>Non-Recurring Charges (NRC) Install Charge (\$)</b>
DOCMON	16700 177 <sup>th</sup> Ave. SE, Monroe, WA 98272	MONROE	OLYMPIA (MPLSOLY)	\$1,944.00	\$21,359.00

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 11-03 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services



Signature

Bruce Shurtz

Print or Type Name

DIS DNS Manager 5-4-11

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

Terrence Connell

Print or Type Name

Vice President

Title

Date

5/4/11

Attachment 1  
SWO 11-03  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Monthly Recurring Costs 10Mb (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DORSPO	1330 N Washington St., Spokane, WA	Spokane	Olympia	\$ 1,800.00	\$9,872.00

**Supplemental Work Order 11-04**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 11-04 (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

Attachment 1  
SWO 11-04  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Monthly Recurring Costs 100Mb (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DOCSP01	1717 W Broadway, Spokane, WA	Spokane	Olympia	\$ 1,944.00	\$500.00

**Supplemental Work Order 11-05**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 11-05 (SWO) is made and entered by and between the State of Washington, Department of Information Services ("DIS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the "Effective Date") and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

**7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

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- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

**9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 11-05 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services

  
\_\_\_\_\_  
*Signature*

**Michael Martel**

*Print or Type Name*

**Assistant Director**

*Title*

**6/22/11**  
*Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

**STEVEN FLAKS**

*Print or Type Name*

**VICE PRESIDENT**

*Title*

**6-21-11**  
*Date*

Attachment 1  
SWO 11-05  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Monthly Recurring Costs 10Mb (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
PERC1701	9757 Juanita Rd, Kirkland, WA	Kirkland	Olympia	\$ 945.00	\$5,232.00

**Supplemental Work Order 12-06**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-06 (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a five (5) year term measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

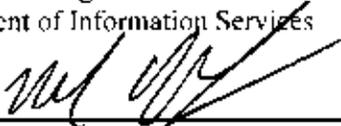
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SWO 12-06 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services



Signature

Michael Martel

Print or Type Name

ISD Assistant Director

Title

8/15/11

Date

**Approved**

Comcast Business Communications, LLC



Signature

STEVEN FLAKS

Print or Type Name

VICE PRESIDENT

Title

8/9/11

Date

Attachment 1  
 SWO 12-06  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	DIS Node	Monthly Recurring Costs 10Mb (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DSHS 1073	130 S Arthur St	Spokane	Olympia	\$518.40	\$25,627.00
DSHS 3035	16710 Smokey Point Blvd, 4 <sup>th</sup> Fl	Arlington	Olympia	\$518.40	\$2,854.00
DSHS 3041	2005 E College Way, 2 <sup>nd</sup> Fl	Mt. Vernon	Olympia	\$518.40	\$17,417.00
DSHS 4013	12063 15h Ave NE	Seattle	Olympia	\$518.40	\$16,174.00
DSHS 4023	18000 International Blvd – Kilroy SeaTac Tower 1, S Tower, Suite 1000	SeaTac	Olympia	\$518.40	\$26,420.00
DSHS 4040	1000 Central Ave S, Central Commerce Center	Kent	Olympia	\$518.40	\$17,235.00
DSHS 5006	510 Main St Suite G	Puyallup	Olympia	\$518.40	\$9,256.00

**Supplemental Work Order 12-07**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-07 (SWO) is made and entered by and between the State of Washington, Department of Information Services ("DIS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"**Secondary Transport Ethernet Contract**" shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

"**Minimum Service Commitment**" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"**Node Router**" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"**Service Installation Date**" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the "Effective Date") and continue in full force and effect for a five (5) year term, with the exception of site PERC1701 which will have a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment I.

#### **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

#### **6. Term of Service - Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

#### **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

#### **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

#### **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as

necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5)-minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SWO 12-07 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services

  
\_\_\_\_\_  
*Signature*

*Michael Mactel*  
\_\_\_\_\_  
*Print or Type Name*

*Dis TSD AD 8-17-11*  
\_\_\_\_\_  
*Title* *Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

**Terrence Connell**  
\_\_\_\_\_  
*Print or Type Name*  
**Vice President**

\_\_\_\_\_  
*Title* *Date*

Attachment 1  
SWO 12-07  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DIS OB2	1115 Washington Ave SE	Olympia	Olympia	10	\$5,300.10	\$0
DOC-ABR1	191 Constantine Way	Aberdeen	Olympia	100	\$1,296.00	\$0
DOC Monroe	16700 177 <sup>th</sup> Ave SE	Monroe	Olympia	100	\$1,296.00	\$0
SPO1	1717 W Broadway	Spokane	Olympia	100	\$1,296.00	\$0
DOC-Spokane	1330 N Washington St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO6	6208 N Markey St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPOB	522 S Thierman St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO5	1901 W Boone Ave	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO7	120 N Stevens St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO8	3001 E 5 <sup>th</sup> Ave	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO9	802 E Sharp Ave	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO0	630 W Shannon	Spokane	Olympia	10	\$648.00	\$0
PERC1701	9757 Juanita Dr SE Suite 201	Kirkland	Olympia	10	\$915.00	\$0



**Amendment 12-07.1**  
to  
**Supplemental Work Order 12-07**  
for  
**Contract Number T11-PCH-527**  
for  
**Secondary Transport Ethernet Services**

In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 12-07.1 to Supplemental Work Order 12.07 (SWO) is entered into by and between the State of Washington, Department of Information Services ("DIS") and Comcast Business Communications, LLC ("Contractor").

The purpose of this Amendment is to correct the speed connection to the DIS OB2 site. Now, therefore, the parties agree to amend the Supplemental Work Order 12-07 as follows:

1. Attachment 1 "SWO 12-07 Secondary Ethernet Site List Comcast" is deleted in its entirety and replaced with the revised Attachment 1 attached.
2. All other provisions of Contract T11-PCH-527, as previously amended, and SWO 12-07, as previously amended, shall remain in full force and effect.

This Amendment 12-07.1 shall be effective as of the date signed by DIS.

Approved  
State of Washington,  
Department of Information Services

Approved  
Comcast Business Communications, LLC

  
\_\_\_\_\_  
Signature

032E33FB26CA38  
  
\_\_\_\_\_  
Signature  
DocuSigned By: Terrence J. Connel

Michael Martel  
\_\_\_\_\_  
Print or Type Name, Title

\_\_\_\_\_  
Print or Type Name, Title

Date: 8/18/11  
\_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1: Secondary Ethernet Site List Comcast**  
**Amendment 12-07.1 to SWO 12-07**

Customer Site	Address	Location	DIS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DIS OB2	1115 Washington Ave SE	Olympia	Olympia	10G/5G	\$5,300.10	\$0
DOC-ABR1	191 Constantine Way	Aberdeen	Olympia	100	\$1,296.00	\$0
DOC Monroe	16700 177 <sup>th</sup> Ave SE	Monroe	Olympia	100	\$1,296.00	\$0
SPO1	1717 W Broadway	Spokane	Olympia	100	\$1,296.00	\$0
DOC-Spokane	1330 N Washington St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO6	6208 N Markey St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO8	522 S Thieman St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO5	1901 W Boone Ave	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO7	120 N Stevens St	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO8	3001 E 5 <sup>th</sup> Ave	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO9	802 E Sharp Ave	Spokane	Olympia	10	\$648.00	\$0
DOC-SPO0	630 W Shannon	Spokane	Olympia	10	\$648.00	\$0
PERC1701	9757 Juanita Dr SE Suite 201	Kirkland	Olympia	10	\$915.00	\$0

**Supplemental Work Order 12-08**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-08 (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment I.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

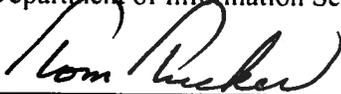
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-08 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services



Signature

Tom Tucker

Print or Type Name

TSD Operations Mgr

Title

8/26/2011

Date

**Approved**

Comcast Business Communications, LLC



Signature

STEVEN FLAKS

Print or Type Name

VICE PRESIDENT

Title

8/22/11

Date

Attachment 1  
SWO 12-08  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSHS 6021	2505 Olympic Highway N, Suite 440	Shelton	Olympia	10	\$850.50	\$19,834.00

**Supplemental Work Order 12-09**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-09 (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and DIS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by DIS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments DIS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to DIS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying DIS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-09 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services



Signature

**Michael Martel**

Print or Type Name

**Assistant Director** 09/14/2011

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

**Terrence Connell**

Print or Type Name

**Vice President**

Title

9/9/11

Date

Attachment 1  
SWO 12-09  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	DIS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSHS 3002	4101 Meridian St	Bellingham	Olympia	10	\$518.40	\$16,085.00

**Amendment Number 12-08**  
**to**  
**Contract Number T11-PCH-527**  
**for Ethernet Transport Services**

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In accordance with Provision 38 (Authority of Modifications and Amendments) of Contract Number T11-PCH-527 ("Contract"), this Amendment Number 12-08 is entered into by and between the State of Washington, Department of Information Services (DIS) and Comcast Business Communications, LLC ("Contractor").

The purpose of this Amendment is to add certain terms to the above referenced contract. The parties hereby agree to amend the Contract as follows:

1. The following shall be added as a new Section 8.6 to the Contract.

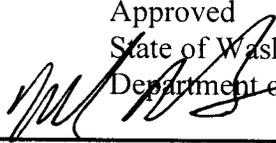
8.6 Purchaser's prepayment for subscription services are made on good faith of Contractor's successful performance of deliverables. If Contractor does not successfully provide the service(s) as agreed to by the parties in writing, Purchaser shall notify Contractor in writing and Contractor shall have a 30-days to cure and successfully provide the service(s). If the service(s) are not successfully provided by Contractor within the 30-day cure period, then Purchaser may initiate a dispute claim pursuant to Section 61 of this Contract to request a pro-rata credit associated with such non-performed service(s).

All other provisions of Contract Number T11-PCH-527 shall remain in full force and effect.

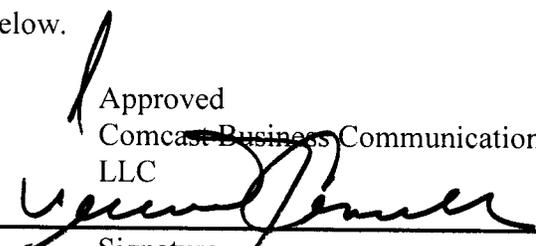
This amendment 12-08 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Department of Information Services

  
\_\_\_\_\_  
Signature  
**Michael Martel**  
\_\_\_\_\_  
Print or Type Name  
**Assistant Director**  
\_\_\_\_\_  
Title  
14 September 2011  
\_\_\_\_\_  
Date

Approved  
Comcast Business Communications,  
LLC

  
\_\_\_\_\_  
Signature  
**Terrence Connell**  
\_\_\_\_\_  
Print or Type Name  
**Vice President**  
\_\_\_\_\_  
Title  
9/9/11  
\_\_\_\_\_  
Date

**Amendment 12-10**  
to  
**Contract Number T11-PCH-527**  
for  
**Secondary Transport Ethernet Services**

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In accordance with Provision 38 (*Authority for Modifications and Amendments*) and Provision 44 (*Assignment*) of Contract Number T11-PCH-527 (“**Contract**”), this Amendment 12-10 is entered into by and between the Comcast Business Communications, LLC (“**Vendor**”), The Department of Information Services (“**Assignor**”), and Consolidated Technology Services (“**Assignee**”).

The purpose of this Amendment is confirm the assignment and delegation to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Obligor’s duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.

All other provisions of Contract Number T11-PCH-527, including previous amendments, if any, shall remain in full force and effect.

The signatories to this Amendment represent that they have the authority to bind their respective organizations to this Amendment.

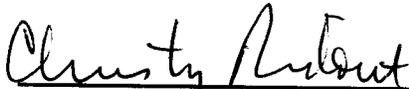
This Amendment 12-10 shall be effective as of the date signed by DIS.

**Approved**

State of Washington,  
Department of Information Services

**Approved**

Comcast Business Communications, LLC/  
Vendor

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

CHRISTY Ridout  
\_\_\_\_\_  
Print or Type Name

Steven Flaks  
\_\_\_\_\_  
Print or Type Name

Deputy Director 10/20/11  
\_\_\_\_\_  
Title Date

Vice President October 13<sup>th</sup>, 2011  
\_\_\_\_\_  
Title Date

# Schedule A

## ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between the Comcast Business Communications, LLC (“Vendor”), The Department of Information Services (“Assignor”), and Consolidated Technology Services (“Assignee”) for the purpose of all contracts listed in Appendix A.

WHEREAS, the Washington State Legislature passed Engrossed Substitute Senate Bill 5931 (ESSB 5931) consolidating all or portions of the Washington State Department of Information Services, Department of Personnel, State Printer, General Administration and the Office of Financial Management;

WHEREAS, the authority and funding for those Agencies has been withdrawn effective October 1, 2011;

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, Consolidated Technology Services.

WHEREAS, Department of Information Services is assigning its rights and duties under the contracts listed in Appendix A to Consolidated Technology Services.

Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under the Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Assignor confirms the transfer of all its rights, title, interest, benefits, duties and obligations under the Contract to Assignee, and waives any claims and rights that it now has or in the future may have against Obligor in connection with the Contract.
2. Assignee hereby accepts the assignment and agrees to be bound by the term and conditions of the Contract. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position and promises to fully perform all obligations that may exist under the Contract.
3. Obligor recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Agreement becomes entitled to all of Assignor's rights, titles, and interests in and to the Contract(s) listed in Appendix A as if Assignee were the original party to the Contract.
4. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.
5. The parties hereby agree to delete all references to Department of Information Service in the Contract(s) listed in Appendix A and replace them with Consolidated Technology Services.



## Appendix A

This Assignment applies to the following contracts:

Contract Number & Assignment Clause Number

1. T11-PCH-527 Assignment Clause Number 44

**Supplemental Work Order 12-10**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-10 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



Attachment 1  
SWO 12-10  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DOCSPDY	3403 E Mission Ave, Floor 1	Spokane	Olympia	10	\$648.00	\$0

**Supplemental Work Order 12-11**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-11 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-11 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

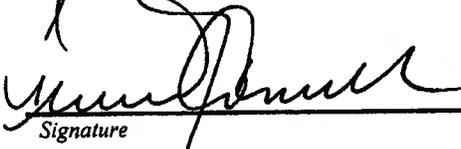
  
\_\_\_\_\_  
Signature

Michael Martel  
\_\_\_\_\_  
Print or Type Name

TSD AD                      12-6-11  
\_\_\_\_\_  
Title    Date

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
Signature

Terrence J. Connell  
\_\_\_\_\_  
Print or Type Name

Senior Vice President    12/5/11  
\_\_\_\_\_  
Title    Date

Attachment 1  
SWO 12-11  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSHS1025	1608 W Boone St	Spokane	Olympia	100	\$1,296.00	\$0

**Amendment Number 12-11**  
**to**  
**Contract Number T11-PCH-527**  
**for Ethernet Transport Services**

---

In accordance with Provision 38 (Authority of Modifications and Amendments) of Contract Number T11-PCH-527 ("Contract"), this Amendment Number 12-11 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Comcast Business Communications, LLC ("Contractor").

The purpose of this Amendment is to add certain terms to the above referenced contract. The parties hereby agree to amend the Contract as follows:

- 1) Under ESSB 5931, the K-20 office was moved from the Department of Information Services to the Office of Financial Management. When the K-20 office was in DIS, it was able to purchase off the DIS contracts. Now that it has moved, it needs to have the continued right to purchase off the DIS contracts. To that end, Schedule B, *Authorized Purchasers*, is amended to add the following public entities to the list of authorized purchasers in order to provide K-20 continued access to the contracts  
Washington K-20 Network – Office of Financial Management

All other provisions of Contract Number T11-PCH-527 shall remain in full force and effect.

This amendment 12-11 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Consolidated Technology Services



\_\_\_\_\_  
Signature

Michael Martel

\_\_\_\_\_  
Print or Type Name

ASST Director 12/12/11

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Approved  
Comcast Business Communications,  
LLC



\_\_\_\_\_  
Signature

Terrence J. Connell

\_\_\_\_\_  
Print or Type Name

SVP

\_\_\_\_\_  
Title

November 29, 2011

\_\_\_\_\_  
Date

**Supplemental Work Order 12-13**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-13 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-13 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Michael Martel

Print or Type Name

ASst Director 12/15/11

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

Terrence Connell  
Senior Vice President

Print or Type Name

Title

Date

12-

Attachment 1  
SWO 12-13  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DOCAIR1	11919 W Sprague Ave	Spokane	Olympia	100	\$1,440.00	\$32,880.84
DOCGHB1	9601 Bujacich Rd NW	Gig Harbor	Olympia	100	\$1,440.00	\$32,880.84
DOCSHE1	2321 W Dayton Airport Rd	Shelton	Olympia	100	\$1,440.00	\$32,880.84
DOCEVR1	8625 Evergreen Way	Everett	Olympia	100	\$1,440.00	\$32,880.84
DOCSHEA1	1550 4 <sup>th</sup> Ave	Seattle	Olympia	100	\$1,440.00	\$32,880.84
DOCTAC1	1016 S 28 <sup>th</sup>	Tacoma	Olympia	100	\$1,440.00	\$32,880.84

**Supplemental Work Order 12-12**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-12 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

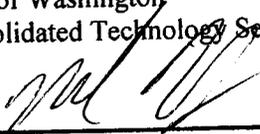
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-12 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Michael Martel

Print or Type Name

Asist. Director

Title

1/10/12

Date

**Approved**

Comcast Business Communications, LLC



Signature

Terrence Connell  
Senior Vice President

Print or Type Name

Title

Date

Attachment 1  
SWO 12-12  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DFI-SEA	2033 Sixth Avenue, Suite 1030	Seattle	Olympia	100	\$1,608.00	\$500.00

**Supplemental Work Order 12-15**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-15 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-15 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

Michael Martel  
\_\_\_\_\_  
*Print or Type Name*

Asst. Director  
\_\_\_\_\_  
*Title*

1/6/12  
\_\_\_\_\_  
*Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

Terrence Connell  
Senior Vice President  
\_\_\_\_\_  
*Print or Type Name*

\_\_\_\_\_  
*Title*

1-3-12  
\_\_\_\_\_  
*Date*

Attachment 1  
 SWO 12-15  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSBSPO	510 W Riverside	Spokane	Olympia	10	\$648.00	\$0
DSBSEA	3411 Alaska St	Seattle	Olympia	10	\$648.00	\$3,000.00
DSBTAC	949 Market St	Tacoma	Olympia	10	\$648.00	\$3,000.00

**Amendment 12-06.1**  
to  
**Supplemental Work Order 12-06**  
for  
**Contract Number T11-PCH-527**  
for  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 12-06.1 to Supplemental Work Order 12-06 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services ("CTS")** and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate point location of existing 10M Ethernet circuit for DSHS3035 located at 16710 Smokey Point Blvd, 4<sup>th</sup> Fl, Arlington, WA to a new cabinet. Now, therefore, the parties agree to amend the Supplemental Work Order 12-06 to reflect the one time move change which is as follows:

Customer Site	Address	Location	CTS Node	Mb	Non-Recurring Install Charge
DSHS3035	16710 Smokey Point Blvd, 4 <sup>th</sup> Fl	Arlington	Olympia	10	\$4,433.86

1. All other provisions of Contract T11-PCH-527, as previously amended, and SWO 12-06, as previously amended, shall remain in full force and effect.

This Amendment 12-06.1 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,**  
**Consolidated Technology Services**

  
\_\_\_\_\_  
*Signature*

*Michael Martel Assist Director*  
\_\_\_\_\_  
*Print or Type Name, Title*

*Date: 1/24/2012*  
\_\_\_\_\_

Approved  
**Comcast Business Communications, LLC**

  
\_\_\_\_\_  
*Signature*

Terrence J. Connell, Senior Vice President

\_\_\_\_\_  
*Print or Type Name, Title*

*Date: January 12, 2012*  
\_\_\_\_\_

**Supplemental Work Order 12-16**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-16 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

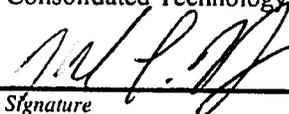
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-16 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

Michael Martel

*Print or Type Name*

Acting AD

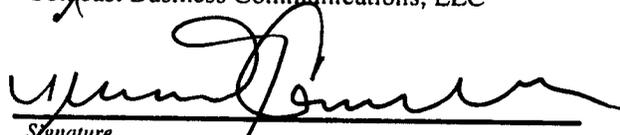
2/3/12

*Title*

*Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

**Terrence Connell**  
**Senior Vice President**

*Print or Type Name*

2/3/12

*Title*

*Date*

Attachment 1  
SWO 12-16  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DOR3201	1330 N Washington St Suite 5600	Spokane	Olympia	100	\$1,440.00	\$500.00

**Supplemental Work Order 12-17**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-17 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

"**Secondary Transport Ethernet Contract**" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

"**Minimum Service Commitment**" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"**Node Router**" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"**Service Installation Date**" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SWO 12-17 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature  
Michael H. Meath

Print or Type Name  
Asst. Director - Telecom 4/29/12

Title Date

**Approved**

Comcast Business Communications, LLC



Signature  
STEVE FRANKS

Print or Type Name  
V.P. - BUSINESS OPERATIONS 4/29/12

Title Date

Attachment 1  
SWO 12-17  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DOCBEL2	1127 North Garden St	Bellingham	Olympia	10	\$648.00	\$8,000.00
DOCOLY5	1800 11 <sup>th</sup> SW	Olympia	Olympia	10	\$648.00	\$8,000.00
DOCPTO2	1340 Lloyd Parkway	Port Orchard	Olympia	10	\$648.00	\$8,000.00
DOCSEA0	1531 13 <sup>th</sup> Ave S	Seattle	Olympia	10	\$648.00	\$8,000.00
DOCSEA9	102 21 <sup>st</sup> Ave E	Seattle	Olympia	10	\$648.00	\$8,000.00
DOCSEAA	703 8 <sup>th</sup> Ave	Seattle	Olympia	10	\$648.00	\$8,000.00
DOCSPOF	W 427 7 <sup>th</sup> Ave	Spokane	Olympia	10	\$648.00	\$8,000.00
DOCTAC6	5601 6 <sup>th</sup> Ave	Tacoma	Olympia	10	\$648.00	\$8,000.00
DOCTAC7	3704 South Yakima	Tacoma	Olympia	10	\$648.00	\$8,000.00
DOCSPOE	223 S Browne St	Spokane	Olympia	10	\$648.00	\$8,000.00
DOCSP08	2116 E 1 <sup>st</sup> St	Spokane	Olympia	10	\$648.00	\$8,000.00

**Amendment 12-17.1**  
to  
**Supplemental Work Order 12-17**  
for  
**Contract Number T11-PCH-527**  
for  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 12-17.1 to Supplemental Work Order 12.07 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services ("CTS")** and **Comcast Business Communications, LLC ("Contractor")**.

The purpose of this Amendment is to remove the site connection locations at DOCSEA0 and DOCPT02 from the Secondary Site List. Now, therefore, the parties agree to amend the Supplemental Work Order 12-17 as follows:

1. Attachment 1 "SWO 12-17 Secondary Ethernet Site List Comcast" is deleted in its entirety and replaced with the revised Attachment 1 attached.
2. All other provisions of Contract T11-PCH-527, as previously amended, and SWO 12-17, as previously amended, shall remain in full force and effect.

This Amendment 12-17.1 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name, Title

Date:

5/16/12

Approved  
Comcast Business Communications, LLC

  
\_\_\_\_\_  
Signature  
**Terrence Connell**  
**Senior Vice President**

\_\_\_\_\_  
Print or Type Name, Title

Date:

5-16-12

**Attachment 1: Secondary Ethernet Site List Comcast**

**Amendment 12-17.1 to SWO 12-17**

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DOCBEL2	1127 North Garden St	Bellingham	Olympia	10	\$648.00	\$8,000.00
DOCOLY5	1800 11 <sup>th</sup> SW	Olympia	Olympia	10	\$648.00	\$8,000.00
DOCSEA9	102 21 <sup>st</sup> Ave E	Seattle	Olympia	10	\$648.00	\$8,000.00
DOCSEAA	703 8 <sup>th</sup> Ave	Seattle	Olympia	10	\$648.00	\$8,000.00
DOCSPOF	W 427 7 <sup>th</sup> Ave	Spokane	Olympia	10	\$648.00	\$8,000.00
DOCTAC6	5601 6 <sup>th</sup> Ave	Tacoma	Olympia	10	\$648.00	\$8,000.00
DOCTAC7	3704 South Yakima	Tacoma	Olympia	10	\$648.00	\$8,000.00
DOCSPOE	223 S Browne St	Spokane	Olympia	10	\$648.00	\$8,000.00
DOCSP08	2116 E 1 <sup>st</sup> St	Spokane	Olympia	10	\$648.00	\$8,000.00

**Supplemental Work Order 12-18**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-18 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before June 30, 2012 where facility exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

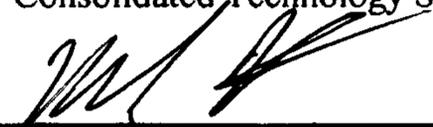
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-18 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

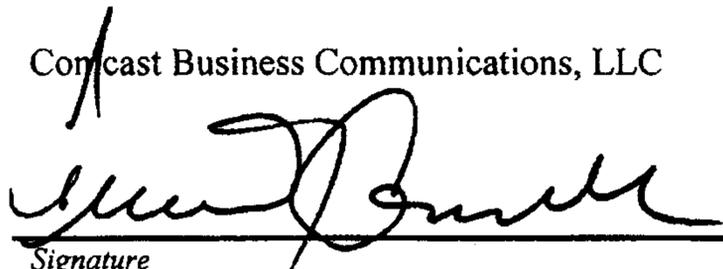
  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name  
\_\_\_\_\_  
Title

5/15/12  
\_\_\_\_\_  
Date

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name  
**Terrence Connell**  
**Senior Vice President**  
\_\_\_\_\_  
Title

5-16-12  
\_\_\_\_\_  
Date

Attachment 1  
SWO 12-18  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DORFED1703	501 S 336 <sup>th</sup>	Federal Way	Olympia	10	\$648.00	\$500.00

**Supplemental Work Order 12-19**  
to  
**Contract Number T11-PCH-527**  
for  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-19 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

**7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

**9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-19 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Michael Martel

Print or Type Name

Assist Director

Title

6/13/12

Date

**Approved**

Comcast Business Communications, LLC



Signature

James Connel

Print or Type Name  
Senior Vice President

Title

6-6-12

Date

Attachment 1  
SWO 12-19  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSHS 1022	1611 W Indiana Ave	Spokane	Olympia	10	\$648.00	\$0

TECHNOLOGY CENTER  
JAN 13 2019 10:10 AM

**Supplemental Work Order 12-20**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-20 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



Attachment 1  
 SWO 12-20  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
OAHSEA	600 University St	Seattle	Olympia	100	\$1080.00	\$500.00
OAHTAC	949 Market St Ste 500	Tacoma	Olympia	100	\$1080.00	\$500.00
OAHSPO	221 N Wall St Ste 540	Spokane	Olympia	100	\$1080.00	\$500.00

**Supplemental Work Order 12-21**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 12-21 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 12-21 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Michael MARTEL

Print or Type Name

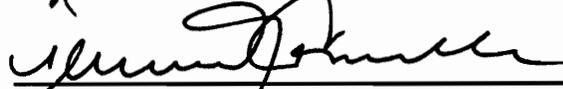
Assistant Director 6/21/2012

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

Terrence Connell  
Senior Vice President

Print or Type Name

Title

6-13-12

Date

Attachment 1  
SWO 12-21  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSHS5004	2120 Ryan Road	Buckley	Olympia	10	\$750.00	\$0

**Amendment 12-17.2**  
**to**  
**Supplemental Work Order 12-17**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 12-17.2 to Supplemental Work Order 12-17 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to upgrade the site connection locations at DOCSPOE and DOCSPOF from the Secondary Site List. Now, therefore, the parties agree to amend the Supplemental Work Order 12-17 as follows:

Customer Site	Address	Location	CTS Node	Mb	Monthly Cost	NRC Charge
DOCSPOF	W 427 7 <sup>th</sup> Ave	Spokane	Olympia	100	\$1440.00	\$500.00
DOCSPOE	223 S Browne St	Spokane	Olympia	100	\$1440.00	\$500.00

All other provisions of Contract T11-PCH-527, as previously amended, and SWO 12-17, as previously amended, shall remain in full force and effect.

This Amendment 12-17.2 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

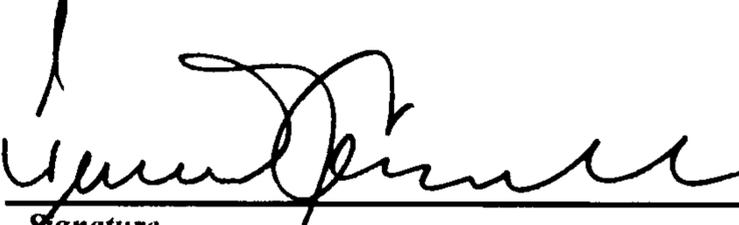
  
 \_\_\_\_\_  
*Signature*

Michael Martel, Asst. Dir.  
 \_\_\_\_\_  
*Print or Type Name, Title*

Date: 7/10/12  
 \_\_\_\_\_

Approved

**Comcast Business Communications, LLC**

  
 \_\_\_\_\_  
*Signature*

**Terrence Connal  
Senior Vice President**

\_\_\_\_\_

Date: 7-2-12  
 \_\_\_\_\_

**Supplemental Work Order 13-22**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-22 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before October 30, 2012. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

**7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

**9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

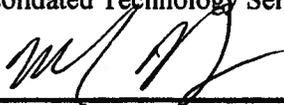
### 11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-22 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Michael Martel

Print or Type Name

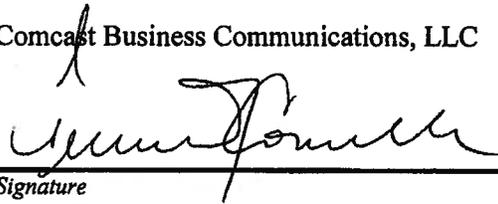
TSD AD 7-19-12

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

Terence Connell

Print Senior Vice President

Title

Date

7-19-2012

Attachment 1  
SWO 13-22  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
WSIPP3401	110 5 <sup>th</sup> Ave SE	Olympia	Olympia	10	\$648.00	\$500.00

**Supplemental Work Order 13-23**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-23 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before August 31, 2012. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

## **10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

### 11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-23 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Michael Martel

Print or Type Name

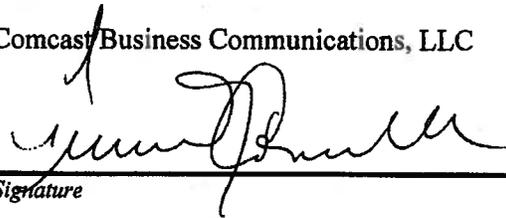
TSD AD 7-19-12

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

Print

[Redacted Name]  
Senior Vice President

7-19-2012

Title

Date

Attachment 1  
 SWO 13-23  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
LOTFED	33701 9 <sup>th</sup> Ave S	Federal Way	Olympia	10	\$648.00	\$12,442.00
LOTEVR	11419 19 <sup>th</sup> Ave SE Ste A106	Everett	Olympia	10	\$648.00	\$14,460.90

Printed on 11/13/13  
 5:00:00 PM

**Supplemental Work Order 13-24**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-24 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before September 28, 2012. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

## **10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

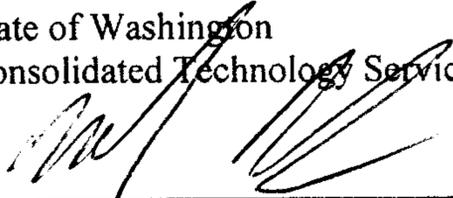
### 11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-24 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

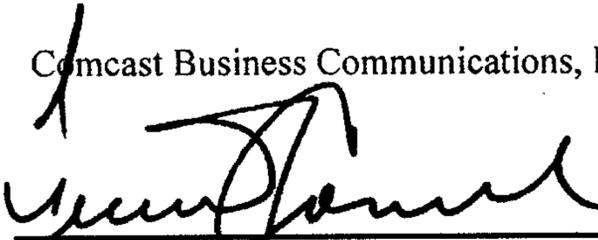
Michael Martel  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

8/7/12  
\_\_\_\_\_  
Date

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
Signature

Terrence Connel  
Senior Vice President  
\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

8-7-12  
\_\_\_\_\_  
Date

Attachment 1  
SWO 13-24  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DOCSP03	1821 N Maple	Spokane	Olympia	10	\$648.00	\$500.00

**Supplemental Work Order 13-25**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-25 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before September 28, 2012. Contractor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

## **10. SNMP Access**



Attachment 1  
SWO 13-25  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
PSP27CUW	326 East D Street	Tacoma	Olympia	100	\$1,152.00	\$0

**Supplemental Work Order 13-26**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-26 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist from the date that an order is placed. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

#### **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

#### **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

#### **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

#### **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

#### **10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

### 11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-26 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

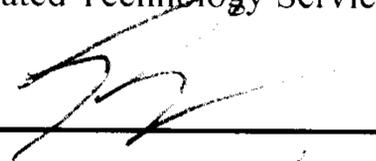
#### Approved

State of Washington  
Consolidated Technology Services

Signature

Print or Type Name

Title

  
Bruce Shurtz

TSD AD 3-20-13

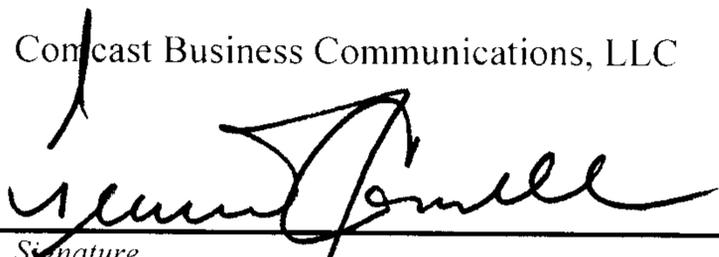
#### Approved

Comcast Business Communications, LLC

Signature

Print or Type Name

Title

  
Terrence Connell  
Senior Vice President

3/19/13  
Date

Attachment 1  
SWO 13-26  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSHS6105	4565 7 <sup>th</sup> Ave SE	Lacey	Olympia	10	\$648.00	\$0
DSHS6022	307 E Robert Bush Dr	South Bend	Olympia	10	\$648.00	\$0
DSHS6035	2010 Puget St NE	Olympia	Olympia	10	\$648.00	\$0
DSHS6062	2700 Simpson Ave	Aberdeen	Olympia	10	\$648.00	\$0
DSHS6043	375 SW 11th	Chehalis	Olympia	10	\$648.00	\$0

**Supplemental Work Order 13-27**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-27 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before May 1, 2013. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

#### **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

#### **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

#### **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

#### **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

#### **10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3

preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

### 11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-27 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

Signature

Print or Type Name

Title



Bruce Shultz

TSD AD 3-20-13

Date

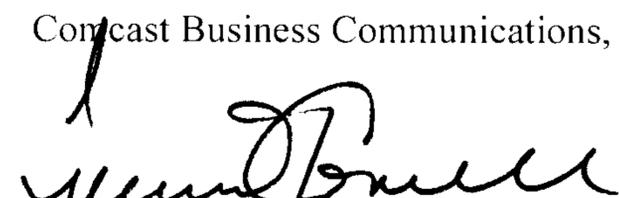
**Approved**

Comcast Business Communications, LLC

Signature

Print or Type Name

Title



Terrence Connell  
Senior Vice President

3/12/13

Date

Attachment 1  
SWO 13-27  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DSHS3042	275 SE Pioneer Way	Oak Harbor	Olympia	10	\$648.00	\$0
DSHS3010	19705 State Route 2	Monroe	Olympia	10	\$648.00	\$0
DSHS5030	9501 Lakewood Dr SW	Lakewood	Olympia	10	\$648.00	\$0
DSHS3045	20816 44 <sup>th</sup> Ave W	Lynnwood	Olympia	10	\$648.00	\$0
DSHS1029	316 W Boone	Spokane	Olympia	10	\$648.00	\$0
DSHS3043	1650 Port Drive	Burlington	Olympia	10	\$648.00	\$0
DSHS1021	1026 W Broadway	Spokane	Olympia	10	\$648.00	\$0
DSHS1036	1222 N Post St	Spokane	Olympia	10	\$648.00	\$0
DSHS1049	1208 W Mallon Ave	Spokane	Olympia	10	\$648.00	\$0
DSHS4009	15230 15 <sup>th</sup> Ave NE	Shoreline	Olympia	10	\$648.00	\$0
DSHS4033	401 4 <sup>th</sup> Ave N	Kent	Olympia	10	\$648.00	\$0
DSHS4034	14521 124 <sup>th</sup> NE	Woodinville	Olympia	10	\$648.00	\$0
DSHS6122	4317 6th Ave	Lacey	Olympia	100	\$1,152.00	\$0

**Supplemental Work Order 13-28**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-28 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist from the date that an order is placed. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

#### **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

#### **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

#### **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

#### **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

#### **10. SNMP Access**



Attachment 1  
SWO 13-28  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
CJTC1701	19010 1 <sup>st</sup> Ave S	Burien	Olympia	100	\$1,152.00	\$0

**Supplemental Work Order 13-29**  
to  
**Contract Number T11-PCH-527**  
for  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-29 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

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Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

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- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

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**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

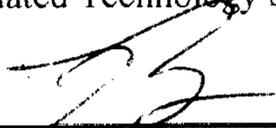
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-29 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

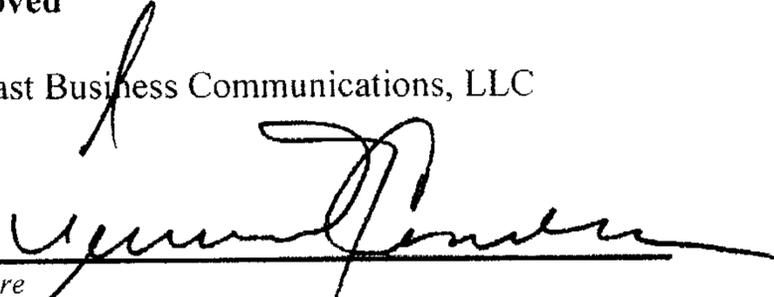
  
\_\_\_\_\_  
*Signature*

Bruce Spartz  
*Print or Type Name*

TSO DID 3.20.13  
*Title Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

Terrence Connell  
*Print or Type Name* **Senior Vice President**

3/13/13  
*Title Date*

Attachment 1  
SWO 13-29  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
ECYPBFO	4601 N Monroe St	Spokane	Olympia	10	\$599.40	\$0

**Supplemental Work Order 13-30**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-30 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

#### **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

#### **7. Termination Liability**

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

#### **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

#### **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-30 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



\_\_\_\_\_  
*Signature*

*Bruce Shurtz*  
\_\_\_\_\_  
*Print or Type Name*

*TSD-AD*                      *4-16-13*  
\_\_\_\_\_  
*Title*                                      *Date*

**Approved**

Comcast Business Communications, LLC



\_\_\_\_\_  
*Signature*

*DANIEL J. CARR*  
\_\_\_\_\_  
*Print or Type Name*

*VICE PRESIDENT*                      *4-16-13*  
\_\_\_\_\_  
*Title*                                      *Date*

Attachment 1  
 SWO 13-30  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DORBEL3701	1904 Humboldt St Suite A	Bellingham	Olympia	100	\$1,152.00	\$0
DORBRE1801	4841 Auto Center Way Suite 204	Bremerton	Olympia	10	\$648.00	\$0
DORKEN1702	20819 72 <sup>nd</sup> S Suite 680	Kent	Olympia	100	\$1,152.00	\$0

**Amendment 13-30.1**  
**to**  
**Supplemental Work Order 13-30**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 13-30.1 to Supplemental Work Order 13-30 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to rescind the award of sites DORBEL3701 and DORBRE1801 from the Secondary Site List. The third site on SWO 13-30 of DORKEN1702 remains awarded to Comcast. Now, therefore, the parties agree to amend the Supplemental Work Order 13-30 as follows:

1. Attachment 1 "SWO 13-30 Secondary Ethernet Site List Comcast" is deleted in its entirety and replaced with the revised Attachment 1 attached.
2. All other provisions of Contract T11-PCH-527, as previously amended, and SWO 13-30, as previously amended, shall remain in full force and effect.

This Amendment 13-30.1 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**



*Signature*

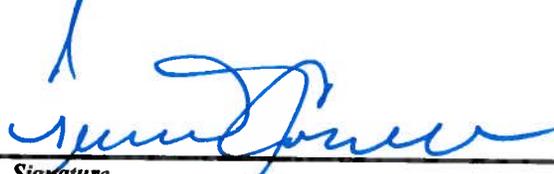
*Bruce Shultz TSD AD*

*Print or Type Name, Title*

Date: *5-30-13*

Approved

**Comcast Business Communications, LLC**



*Signature*

**Terrence Connell  
Senior Vice President**

*Print or Type Name, Title*

Date: *5-29-13*

**Attachment 1: Secondary Ethernet Site List Comcast**

**Amendment 13-30.1 to SWO 13-30**

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DORKEN1702	20819 72 <sup>nd</sup> S Suite 680	Kent	Olympia	100	\$1,152.00	\$0

**Supplemental Work Order 13-31**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-31 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

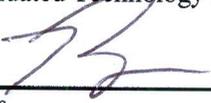
**11. Traffic Graphs**

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**In Witness Whereof**, the parties hereto, having read this SWO 13-31 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

BRUCE SHURTZ

Print or Type Name

ASSISTANT DIRECTOR, TSD 4-17-13

Title

Date

**Approved**

Comcast Business Communications, LLC



Signature

DANIEL J. CARR

Print or Type Name

VICE PRESIDENT

Title

4-16-13

Date

Attachment 1  
SWO 13-31  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DOCTAC1	10109 South Tacoma Way	Tacoma	Olympia	100	\$1,008.00	\$0
DOCKNT2	606 W Gowe St	Kent	Olympia	100	\$1,008.00	\$0

**Supplemental Work Order 13-32**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-32 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

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**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

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**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

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**3. Incorporation of the Contract:**

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**4. Service Delivery Locations.**

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**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

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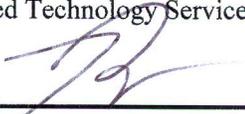
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**In Witness Whereof**, the parties hereto, having read this SWO 13-32 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



*Signature*

**BRUCE SHURTZ**

*Print or Type Name*

**ASSISTANT DIRECTOR, TSD** **4-17-13**

*Title*

*Date*

**Approved**

Comcast Business Communications, LLC



*Signature*

**DANIEL J. CARR**

*Print or Type Name*

**VICE PRESIDENT** **4-17-13**

*Title*

*Date*

Attachment 1  
SWO 13-32  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
WSDA1701	Pier 86 955 Alaskan Way West	Seattle	Olympia	10	\$648.00	\$0

**Supplemental Work Order 13-33**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 13-33 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

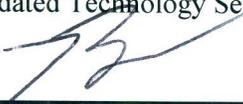
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 13-33 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

**BRUCE SHURTZ**  
\_\_\_\_\_  
*Print or Type Name*

**ASSISTANT DIRECTOR, TSD** **5-15-13**  
\_\_\_\_\_  
*Title* *Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

**STEVEN FLAKS**  
\_\_\_\_\_  
*Print or Type Name*

**VICE PRESIDENT** **5-9-13**  
\_\_\_\_\_  
*Title* *Date*

Attachment 1  
SWO 13-33  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non-Recurring Charges (NRC) Install Charge (\$)
DSHS3040	953 Village Way Suite 100	Monroe	Olympia	10	\$648.00	\$0

**Amendment Number 14-12  
to  
Contract Number T11-PCH-527  
for Secondary Transport Ethernet Services**

---

In accordance with Provision 38 (Authority of Modifications and Amendments) of Contract Number T11-PCH-527 ("Contract"), this Amendment Number 14-12 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Comcast ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

**Schedule A –  
Authorized product and pricelist**

Circuit Speed	Maximum Monthly Recurring Charge (MRC)
10 Mb	\$1,310.00
100 Mb	\$2,500.00

**Vendor Aggregation Trunks to CTS locations (Node sites)**

CTS location (Node site)	100 Mb Agregation trunk - Maximum Monthly Recurring Charge (MRC)	1 G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)	10 G Aggregation trunk -Maximum Monthly Recurring Charge (MRC)
Olympia	Included in Port Charges	Included in Port Charges	\$5,300.00
Seattle	Included in Port Charges	Included in Port Charges	NA
Spokane	Included in Port Charges	Included in Port Charges	NA



**Amendment Number 14-13  
to  
Contract Number T11-PCH-527  
for Secondary Transport Ethernet Services**

---

In accordance with Provision 38 (Authority of Modifications and Amendments) of Contract Number T11-PCH-527 ("Contract"), this Amendment Number 14-13 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Comcast ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

**Schedule A**

**Authorized product and pricelist**

Circuit Speed	Maximum Monthly Recurring Charge (MRC)
5 Mb	\$915.00
10 Mb	\$1,310.00
20 Mb	\$1360.00
30 Mb	\$1410.00
40 Mb	\$1500.00
50 Mb	\$1710.00
60 Mb	\$1810.00
70 Mb	\$1900.00
80 Mb	\$2100.00
90 Mb	\$2300.00
100 Mb	\$2,500.00
200 Mb	<del>\$2600.00</del>
250 Mb	Option not available
300 Mb	\$2700.00
400 Mb	\$2800.00
500 Mb	\$2900.00
600 Mb	\$3000.00
700 Mb	\$3100.00
800 Mb	\$3200.00
900 Mb	\$3300.00
1G	\$3450.00
2G	\$5230.00
3G	\$7010.00
4G	\$8790.00
5G	\$10570.00

6G	\$12350.00
7G	\$14130.00
8G	\$15910.00
9G	\$16450.00
10G	\$17694.00

Vendor Aggregation Trunks to CTS locations (Node sites)

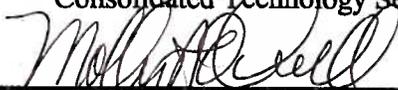
CTS location (Node site)	100 Mb Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	500 Mb Tier (1G interface) Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	1G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	5G Tier (10G interface) Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)
Olympia	Included in Port Charges	Included in Port Charges	Included in Port Charges	Included in Port Charges	\$5,300.00
Pullman					
Seattle	Included in Port Charges	Included in Port Charges	Included in Port Charges	Included in Port Charges	
Spokane	Included in Port Charges	Included in Port Charges	Included in Port Charges	Included in Port Charges	
Yakima					
Vancouver					

All other provisions of Contract Number T11-PCH-527 shall remain in full force and effect.

This amendment 14-13 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Consolidated Technology Services



Signature

Molly O'Donoghue  
Print or Type Name

Assistant Director 11/26/13  
Title Date

Approved  
Comcast



Signature

DANIEL J. CARR

Print or Type Name

VICE PRESIDENT

Title

11-18-13

Date

**Supplemental Work Order 14-34**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 14-34 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before October 1, 2013, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

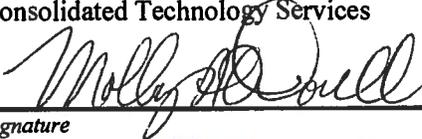
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 14-34 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name*

Assistant Director 9/12/13  
\_\_\_\_\_  
*Title Date*

**Approved**

Comcast Business Communications, LLC

  
\_\_\_\_\_  
*Signature*

Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name*

VP, Sales ops 9/11/13  
\_\_\_\_\_  
*Title Date*

Attachment 1  
SWO 14-34  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
OAHSPO	16201 E Indiana Ave Suite 5600	Spokane Valley	Olympia	100	\$720.00	\$500.00

**Supplemental Work Order 14-35**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 14-35 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Comcast Business Communications, LLC ("Contractor"), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**"Secondary Transport Ethernet Contract"** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**"Minimum Service Commitment"** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**"Node Router"** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

**"Service Installation Date"** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before October 1, 2013, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 14-35 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Molly O'Donnell

Print or Type Name

Assistant Director

Title

9/12/13

Date

**Approved**

Comcast Business Communications, LLC



Signature

Daniel J Carr

Print or Type Name

VP Sales Ops

Title

9/11/13

Date

Attachment 1  
SWO 14-35  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	Monthly Recurring Costs (\$)	Non- Recurring Charges (NRC) Install Charge (\$)
DSB1701	3411 South Alaska St	Seattle	Olympia	100	\$1,008.00	\$250.00

**Supplemental Work Order 8**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 8 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



Attachment 1  
SWO 8  
T14-RFQ-012  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charges
GAMBEVT	3501 Colby Ave Ste 102	Everett	Olympia	10	\$576.00	\$146.88	\$513.07	\$127.50	\$23.85

**Supplemental Work Order 9**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 9 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

**7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

**9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



Attachment 1  
SWO 9  
T14-RFQ-013  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charges
DFW	600 Capitol Way N	Olympia	Olympia	100	\$720.00	\$183.60	\$500.00	\$127.50	\$84.80

**Supplemental Work Order 10**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 10 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 10 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

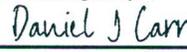
Molly O'Donnell  
\_\_\_\_\_  
Print or Type Name

Asst. Director  
\_\_\_\_\_  
Title

11/26/13  
\_\_\_\_\_  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
Signature ID: 258BC4407...

Daniel J Carr  
\_\_\_\_\_  
Print or Type Name

11/25/2013  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment 1  
SWO 10  
T14-RFQ-021  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes
CNTY2903	700 S 2 <sup>nd</sup> St	Mt. Vernon	Olympia	100	\$1008.00	\$257.04	\$500.00	\$127.50



**Supplemental Work Order 11**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 11 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 11 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

Molly O'Donnell  
*Signature*  
Molly O'Donnell  
*Print or Type Name*  
Asst Director 12/30/13  
*Title Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
Daniel J Carr  
*Signature*  
Daniel J Carr  
*Print or Type Name*  
VP Sales Operations 12/12/2013  
*Title Date*

Attachment 1  
SWO 11  
T14-RFQ-019  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes
DOLD1502	656 SE Bay Shore Dr	Oak Harbor	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD1707	402 Main Ave S	North Bend	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD1713	18551 Aurora Ave N	Seattle	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD1803	19045 State Hwy 305 NE	Poulsbo	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD2502	307 E Robert Bush Dr	Southbend	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD2902	1005 Commercial Ave	Anacortes	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD3102	10823 E Highway 99	Lynnwood	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD3103	5313 Evergreen Way	Everett	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50
DOLD3104	3704 172 <sup>nd</sup> St NE	Smokey Point	Olympia	10	\$576.00	\$146.88	\$500.00	\$127.50

**Supplemental Work Order 14**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 14 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

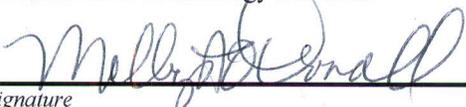
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 14 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

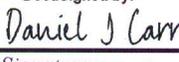
**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*  
Molly O'Donnell  
*Print or Type Name*  
Assistant Director 1/22/14  
*Title* *Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*  
Daniel J Carr  
*Print or Type Name*  
VP Sales Operations 1/17/2014  
*Title* *Date*

Attachment 1  
SWO 14  
T14-RFQ-013  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DOCLCY2	4317 6 <sup>th</sup> Ave SE	Lacey	Olympia	100	\$720.00	\$183.60	\$500.00	\$127.50	\$84.80

**Supplemental Work Order 15**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 15 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

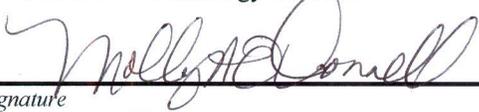
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 15 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

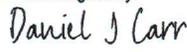
  
\_\_\_\_\_  
*Signature*

Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name*

Assistant Director 1/31/14  
\_\_\_\_\_  
*Title* *Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
8C2DE9095F445E...  
*Signature*

Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name*

VP Sales Operations 1/27/2014  
\_\_\_\_\_  
*Title* *Date*

Attachment 1  
SWO 15  
T14-RFQ-022  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DOCLRK1	12200 Bordeaux Rd SW	Littlerock	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	\$23.85
DOCCEN1	20311 Old Hwy 9 SW	Centralia	Olympia	100	\$1,008.00	\$259.06	\$500.00	\$128.50	\$84.80

**Supplemental Work Order 16**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 16 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



Attachment 1  
SWO 16  
T14-RFQ-023  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DOCTAC3	1305 Tacoma Ave	Tacoma	Olympia	100	\$720.00	\$185.04	\$500.00	\$128.50	\$84.80

**Supplemental Work Order 17**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 17 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 17 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Molly A. O'Donnell

Print or Type Name

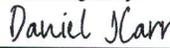
Asst Director 3/5/14

Title

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  


Signature ID: D858BC4407...

Daniel JCarr

Print or Type Name

VP Sales Operations

Title

2/19/2014

Date

Attachment 1  
SWO 17  
T14-RFQ-022  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DSHS4043	132 S Spokane St	Seattle	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS4048	12721 30 <sup>th</sup> Ave Ste 102	Seattle	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS5015	1919 70 <sup>th</sup> Ave W Ste A	Tacoma	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS5032	1715 Lafayette	Steilacoom	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6002	3401 Galvin Rd	Centralia	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6016	1651 Market Blvd	Chehalis	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6036	300 Memorial Ave	South Bend	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6054	108 W Marcy Ave	Montesano	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6056	521-A N 4 <sup>th</sup>	Shelton	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6094	151 NE Hampe Way Ste 151	Chehalis	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6115	628 W Alder St	Shelton	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DSHS6121	17 SW Cascade Ave	Chehalis	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 18**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 18 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

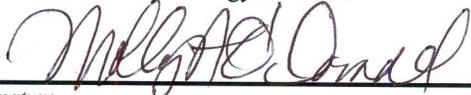
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 18 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Molly O'Donnell

Print or Type Name

Asst. Director

Title

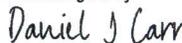
3/5/14

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:



Signature ID: 858BC4407...

Daniel J Carr

Print or Type Name

VP Sales Operations

Title

2/25/2014

Date

Attachment 1  
SWO 18  
T14-RFQ-022  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DSHS4032	33010 SE 99 <sup>th</sup>	Snoqualmie	Olympia	100	\$1,008.00	\$259.06	\$500.00	\$128.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 19**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 19 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 19 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

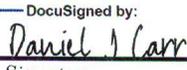
Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name*

Asst. Director  
\_\_\_\_\_  
*Title*

3/5/14  
\_\_\_\_\_  
*Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*

Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name*

VP Sales Operations  
\_\_\_\_\_  
*Title*

2/24/2014  
\_\_\_\_\_  
*Date*

Attachment 1  
 SWO 19  
 T14-RFQ-022  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
CJTC3401	3060 Willamette Dr NE	Lacey	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 20**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 20 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

**5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

**6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

**7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

**9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.



Attachment 1  
SWO 20  
T14-RFQ-023  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
DFWMC2	15712 Mill Creek Blvd	Mill Creek	Olympia	10	\$430.00	\$110.51	\$250.00	\$64.25	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 21**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 21 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

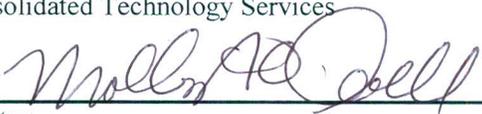
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 21 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

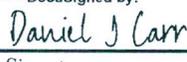
**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*  
Molly A. O'Donnell  
\_\_\_\_\_  
*Print or Type Name*  
Asst Director 3/10/14  
\_\_\_\_\_  
*Title* *Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature* 58BC4407...  
Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name*  
VP Sales Operations 3/5/2014  
\_\_\_\_\_  
*Title* *Date*

Attachment 1  
SWO 21  
T14-RFQ-022  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
GOV-OFCO	6840 Fort Dent Way Ste 125	Tukwila	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 22**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 22 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

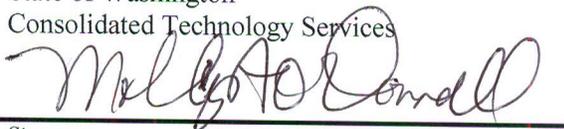
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 22 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Molly O'Donnell

Print or Type Name

Assistant Director 3/24/14

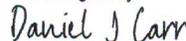
Title

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:



Signature ID: 4D8B73EC-569E-43DB-8B2B-C83BD40D1846

Daniel J Carr

Print or Type Name

VP Sales Operations

Title

3/11/2014

Date

Attachment 1  
SWO 22  
T14-RFQ-022  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC Cost	NRC Taxes	Trunk Charge
EcyEapOclcy	8270 28 <sup>th</sup> Ct NE	Lacey	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Amendment 23**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 23 to amend Supplemental Work Order 12-07.1 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to upgrade the existing 5Gb circuit at DIS OB2 site to a 10Gb. Now, therefore, the parties agree to amend the Supplemental Work Order 12-07.1 to reflect the upgrade change which is as follows:

Customer Site	Address	Location	CTS Node	Gb	MRC	NRC
DIS OB2	1115 Washington St SE	Olympia	Olympia	10	\$0	\$0

- All other provisions of Contract T11-PCH-527, as previously amended, and SWO 12-07.1, as previously amended, shall remain in full force and effect.

This Amendment 23 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,**  
**Consolidated Technology Services**



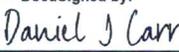
\_\_\_\_\_  
*Signature*

*Molly O'Donnell*  
 \_\_\_\_\_  
*Print or Type Name, Title*

*Asst Director*  
 \_\_\_\_\_  
*Date:*

*4/10/14*

Approved  
**Comcast Business Communications, LLC**

DocuSigned by:  
  
 \_\_\_\_\_  
*Signature ID: 58BC4407...*

*Daniel J Carr* *VP Sales Operations*  
 \_\_\_\_\_  
*Print or Type Name, Title*

*4/9/2014*  
 \_\_\_\_\_  
*Date:*

**Supplemental Work Order 25**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 25 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 25 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Molly O'Donnell

Print or Type Name

Assistant Director

Title

4/22/14

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  


Signature

Daniel J Carr

Print or Type Name

VP Sales Operations

Title

4/17/2014

Date

Attachment 1  
 SWO 25  
 T14-RFQ-078  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
DFWLCY	6420 Carpenter Rd SE	Lacey	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 24**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 24 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 24 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Molly O'Donnell

Print or Type Name

Assistant Director

Title

4/22/14

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
Daniel J Carr

Signature

Daniel J Carr

Print or Type Name

VP Sales Operations

Title

4/14/2014

Date

Attachment 1  
SWO 24  
T14-RFQ-022  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
DOLC1713	10035 NE 183 <sup>rd</sup> St	Bothell	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC1722	17602 99 <sup>th</sup> Pl SW	Vashon	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC1727	13201 Aurora N Ste 2	Seattle	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC1738	3820 Rainier Ave S Ste C	Seattle	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC1743	12006 NE 85 <sup>th</sup> St	Kirkland	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC1744	27331 SE 172 <sup>nd</sup> Ave SE Ste 116	Covington	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC2501	300 Memorial Ave	South Bend	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC2701	2401 S 35 <sup>th</sup> St # 200	Tacoma	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC3247	6212 N Division	Spokane	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*
DOLC3250	328 N Sullivan #7	Spokane Valley	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Amendment 27**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 15 in its entirety. Now, therefore, the parties agree to terminate Supplemental Work Order 15 to the Contract.

All other provisions of Contract T11-PCH-527, as previously amended, shall remain in full force and effect.

This Amendment 27 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

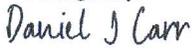
  
\_\_\_\_\_  
*Signature*

Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name, Title*

Date: ASSISTANT Director 4/30/14  
\_\_\_\_\_

Approved

**Comcast Business Communications, LLC**

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*

Daniel J Carr VP Sales Operations  
\_\_\_\_\_  
*Print or Type Name, Title*

Date: 4/24/2014  
\_\_\_\_\_

**Amendment 28**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 28 to amend Supplemental Work Order 17 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS from SWO 17. Now, therefore, the parties agree to amend the Supplemental Work Order 17 to reflect the change.

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes
DSHS4043	132 S Spokane St	Seattle	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50

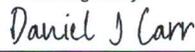
- All other provisions of Contract T11-PCH-527, as previously amended, and SWO 17, as previously amended, shall remain in full force and effect.

This Amendment 28 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,**  
**Consolidated Technology Services**

Approved  
**Comcast Business Communications, LLC**

  
 \_\_\_\_\_  
 Signature

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature ID: 88BC4407...

  
 \_\_\_\_\_  
 Print or Type Name, Title **Asst. Director**

Date: **5/13/14**  
 \_\_\_\_\_

Daniel J Carr VP Sales Operations  
 \_\_\_\_\_  
 Print or Type Name, Title

Date: 5/6/2014  
 \_\_\_\_\_

**Supplemental Work Order 29**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 29 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

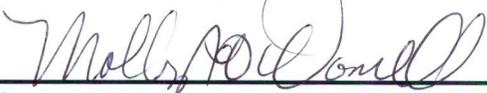
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 29 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

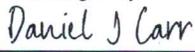
Molly O'Donnell  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

6/3/14  
\_\_\_\_\_  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
Signature ID: 58BC4407...

Daniel J Carr  
\_\_\_\_\_  
Print or Type Name

VP Sales Operations  
\_\_\_\_\_  
Title

5/27/2014  
\_\_\_\_\_  
Date

Attachment 1  
 SWO 29  
 T14-RFQ-083  
 Secondary Ethernet Site List  
 Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
DOLD1802	1550 NE Riddell Rd	Bremerton	Olympia	10	\$650.00	\$165.75	\$500.00	\$127.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 30**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 30 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

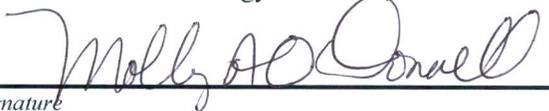
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 30 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

Molly O'Donnell

\_\_\_\_\_  
*Print or Type Name*

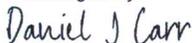
Assistant Director  
\_\_\_\_\_  
*Title*

6/3/14  
\_\_\_\_\_  
*Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:

  
\_\_\_\_\_  
*Signature*

F48FFD858BC4407...  
*Signature*

Daniel J Carr

\_\_\_\_\_  
*Print or Type Name*

VP Sales Operations  
\_\_\_\_\_  
*Title*

5/29/2014  
\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

Attachment 1  
SWO 30  
T14-RFQ-095  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
DOLD1402	719 8 <sup>th</sup> St	Hoquiam	Olympia	10	\$430.00	\$109.65	\$500.00	\$127.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

Supplemental Work Order 31  
to  
Contract Number T11-PCH-527  
for  
Secondary Transport Ethernet Services

This Supplemental Work Order 31 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 31 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*

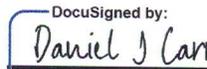
Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name*

Asst. Director  
\_\_\_\_\_  
*Title*

6/20/14  
\_\_\_\_\_  
*Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*

Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name*

VP sales operations  
\_\_\_\_\_  
*Title*

6/10/2014  
\_\_\_\_\_  
*Date*

Attachment 1  
SWO 31  
T14-RFQ-083  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
DOCOAK1	499 NE Midway Blvd	Oak Harbor	Olympia	100	\$1,070.00	\$272.85	\$500.00	\$127.50	*
DOCGHB2	13209 Goodnough Dr NW	Gig Harbor	Olympia	100	\$1,070.00	\$272.85	\$500.00	\$127.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 32**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 32 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

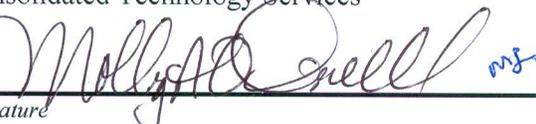
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 32 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
Signature

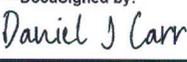
MOLLY O'DONNELL  
Print or Type Name

ASSISTANT DIRECTOR  
Title

7/10/14  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
Signature

Daniel J Carr  
Print or Type Name

VP Sales Operations  
Title

7/9/2014  
Date

Attachment 1  
SWO 32  
T14-RFQ-070  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
CNTY1401	2109 Sumner Ave	Aberdeen	Olympia	100	\$1,008.00	\$257.04	\$500.00	\$127.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Amendment 33  
for  
Contract Number T11-PCH-527  
for  
Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 33 is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to correct the site address of DOCGHB2 on Attachment 1 of the Secondary Ethernet Site List. Now, therefore, the parties agree to amend the Supplemental Work Order 31 as follows:

1. Attachment 1 SWO 31 T14-RFQ-083 Secondary Ethernet Site List Comcast" is deleted in its entirety and replaced with the revised Attachment 1 attached.
2. All other provisions of Contract T11-PCH-527, as previously amended, and SWO 31, as previously amended, shall remain in full force and effect.

This Amendment 33 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

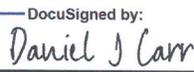
  
Signature

Molly O'Donnell, Asst. Dir.  
Print or Type Name, Title

Date: 7/29/2014

Approved

Comcast Business Communications, LLC

DocuSigned by:  
  
Signature 28F7402...

Daniel J Carr  
Print or Type Name, Title

VP Sales Operations

Date: 7/29/2014

Attachment 1  
SWO 31  
T14-RFQ-083  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Cost
DOCOAK1	499 NE Midway Blvd	Oak Harbor	Olympia	100	\$1,070.00	\$272.85	\$500.00	\$127.50	*
DOCGHB2	6006 133 <sup>rd</sup> St. NW	Gig Harbor	Olympia	100	\$1,070.00	\$272.85	\$500.00	\$127.50	*

\*Trunk aggregation to CTS will be done on the DISOB2 Circuit on SWO 12-07.1 to T11-PCH-527

**Supplemental Work Order 34**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 34 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

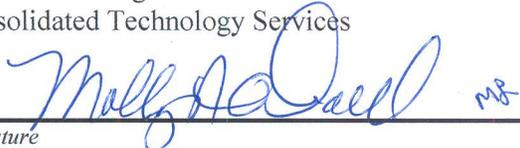
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 34 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
Signature

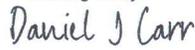
MOLLY O'DONNELL  
Print or Type Name

ASSISTANT DIRECTOR  
Title

8/12/14  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
Signature

Daniel J Carr  
Print or Type Name

VP Sales Operations  
Title

8/11/2014  
Date

Attachment 1  
SWO 34  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	Node	Gb	Monthly Recurring Costs (\$)	MRC Taxes (\$)
State Data Center	532 16 <sup>th</sup> Ave	Olympia	Olympia	10/10	\$5,300.10	\$0

**Supplemental Work Order 35**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 35 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

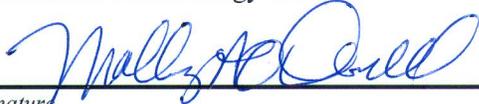
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 35 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

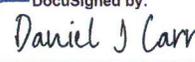
*mo* 

Signature  
**Molly O'Donnell**  
\_\_\_\_\_  
Print or Type Name  
Assistant Director  
\_\_\_\_\_  
Title

*9/17/14*  
\_\_\_\_\_  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
Signature

**Daniel J Carr**  
\_\_\_\_\_  
Print or Type Name  
VP Sales Operations  
\_\_\_\_\_  
Title

**9/16/2014**  
\_\_\_\_\_  
Date

Attachment 1  
SWO 35  
T14-RFQ-110  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DOLC1401	100 W Broadway Ave Ste 2	Montesano	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC1405	313 W Waldrip St	Elma	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC1719	12531 30 <sup>th</sup> Ave NE	Seattle	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC1731	15600 NE 8 <sup>th</sup> St Ste K-16	Bellevue	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC1737	1175 NW Gilman Blvd Ste B-3	Issaquah	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2101	351 NW North St	Chehalis	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2122	151 NE Hampe Way Ste B 3-1	Chehalis	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2301	411 N 5 <sup>th</sup> St	Shelton	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2714	16126 Meridian E Ste 107	Puyallup	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2722	6722 19 <sup>th</sup> St W	University Place	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2725	320 Center St E #B	Eatonville	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2726	3206 50 <sup>th</sup> St NW #A109	Gig Harbor	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC2727	22225 Mountain Highway E Ste F	Spanaway	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC3249	2727 South Mount Vernon St Ste 3B	Spokane	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34

DOLC3408	100 Ruby St SE Ste C	Tumwater	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC3410	1401 Marvin Rd NE Ste 105	Lacey	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC3413	196 Sussex Ave W	Tenino	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC3416	1908 4 <sup>th</sup> Ave E, Ralph's Thriftway	Olympia	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC3421	19949 Old Highway 99 SW	Rochester	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLD2101	1000 Kresky Ave Ste H	Centralia	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34
DOLC3412	624 Crystal Springs Rd NW	Yelm	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34

**Amendment 36**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 36 to amend Supplemental Work Order 13 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate the following Ethernet circuit for DOC from SWO 13. Now, therefore, the parties agree to amend the Supplemental Work Order 13 to remove the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk Charge
DOCBUN1	15111 8 <sup>th</sup> Ave SW	Burien	Olympia	100	\$720.00	\$183.60	\$500.00	\$127.50	\$84.80

- All other provisions of Contract T11-PCH-527, as previously amended, and SWO 13, as previously amended, shall remain in full force and effect.

This Amendment 36 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

  
 \_\_\_\_\_  
 Signature

Approved

**Comcast Business Communications, LLC**

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature



Molly O'Donnell, Assistant Director

\_\_\_\_\_  
 Print or Type Name, Title

Date:

10/20/14

Daniel J Carr

Vice President

\_\_\_\_\_  
 Print or Type Name, Title

Date: 10/1/2014

**Amendment 37**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 37 to amend Supplemental Work Order 31 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate the following Ethernet circuit for DOC from SWO 31. Now, therefore, the parties agree to amend the Supplemental Work Order 31 to remove the following:

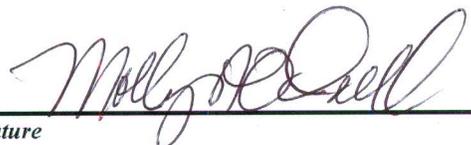
Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DOC GHB2	13209 Goodnough Dr NW	Gig Harbor	Olympia	100	\$1,070.00	\$272.85	\$500.00	\$127.50	12-07.1

- All other provisions of Contract T11-PCH-527, as previously amended, and SWO 31, as previously amended, shall remain in full force and effect.

This Amendment 37 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

  
 Signature

Molly O'Donnell, Assistant Director

Print or Type Name, Title

Date:

10/28/14

Approved

Comcast Business Communications, LLC

DocuSigned by:  
 Daniel J Carr  
 F2F55E19D488461...  
 Signature

Daniel J Carr

Vice President

Print or Type Name, Title

Date: 10/27/2014

**Supplemental Work Order 38**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 38 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 38 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Molly O'Donnell*

Signature  
**Molly O'Donnell**

Print or Type Name  
Assistant Director

Title

*12/9/14*  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
*Daniel J Carr*

C6E1BFDA851C41B...  
Signature

Daniel J Carr

Print or Type Name

Vice President

Title

12/9/2014

Date

Attachment 1  
SWO 38  
T15-RFQ-027  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DFWREG1	2315 N Discovery Place	Spokane Valley	Olympia	100	\$850.00	\$238.00	\$500.00	\$140.00	34
DFWREG6	48 Devonshire Rd	Montesano	Olympia	100	\$1,050.00	\$294.00	\$500.00	\$140.00	34

**Supplemental Work Order 40**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 40 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 40 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*md*

  
\_\_\_\_\_  
Signature  
Molly O'Donnell

Print or Type Name  
Assistant Director

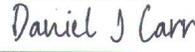
Title

*12/31/14*

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
Signature

Daniel J Carr

Print or Type Name

Vice President

Title

12/30/2014

Date

Attachment 1  
SWO 40  
T15-RFQ-030  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DSBSPO	510 Riverside Ave West	Spokane	Olympia	100	\$875.00	\$245.00	\$500.00	\$140.00	34

**Supplemental Work Order 39**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 39 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

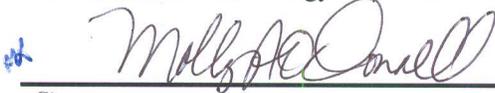
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 39 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature  
Molly O'Donnell

Print or Type Name  
Assistant Director

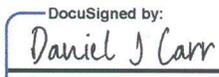
Title

12-30-14

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  


Signature ID: A851C41B...

Daniel J Carr

Print or Type Name

Vice President

Title

12/23/2014

Date

Attachment 1  
SWO 39  
T15-RFQ-030  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
ECYERO SPO	4601 N Monroe St	Spokane	Olympia	100	\$875.00	\$245.00	\$500.00	\$140.00	34

**Supplemental Work Order 42**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 42 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 42 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Molly O'Donnell*

Signature  
Molly O'Donnell

Print or Type Name  
Assistant Director

Title

1/29/15  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
Daniel J Carr

Signature: DA851C41B...

Daniel J Carr

Print or Type Name

Vice President

Title

1/20/2015

Date

Attachment 1  
SWO 42  
T15-RFQ-033  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
PARK1701	2010 NW Sammamish Rd	Issaquah	Olympia	10	\$504.00	\$141.12	\$500.00	\$140.00	34

**Amendment Number 41**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 38 *Authority for Modifications and Amendments* of Contract T11-PCH-527, this Amendment number 41 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Comcast Business Communications, LLC (Contractor).

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:

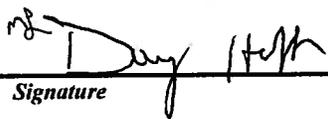
1. Contractor and CTS hereby agree to extend the term of the Contract from June 30, 2015 through June 30, 2016.

All other provisions of Contract T11-PCH-527, as previously amended, shall remain in full force and effect.

This Amendment 41 shall be effective as of the date signed by CTS.

**Approved**

State of Washington,  
Consolidated Technology Services

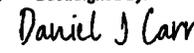
  
\_\_\_\_\_  
*Signature*

Molly O'Donnell Doug Hoffer  
*Print or Type Name*

Assistant Director 2/10/15  
*Title Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*

Daniel J Carr  
*Print or Type Name*

Vice President 1/26/2015  
*Title Date*

**Amendment 43**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 43 to amend Supplemental Work Order 24 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate the following Ethernet circuit for DOL from SWO 24. Now, therefore, the parties agree to amend the Supplemental Work Order 24 to remove the following:

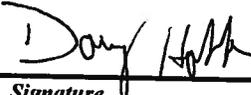
Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DOLC1722	17602 99 <sup>th</sup> PI SW	Vashon	Olympia	10	\$430.00	\$110.51	\$500.00	\$128.50	*

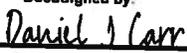
- All other provisions of Contract T11-PCH-527, as previously amended, and SWO 24, as previously amended, shall remain in full force and effect.

This Amendment 43 shall be effective as of the date signed by CTS.

Approved  
 State of Washington,  
 Consolidated Technology Services

Approved  
 Comcast Business Communications, LLC

*ms*  
  
 \_\_\_\_\_  
 Signature

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature  
USE ID: PDA851C41B...

Doug Hoffer, Assistant Director  
 \_\_\_\_\_  
 Print or Type Name, Title

Daniel J Carr Vice President  
 \_\_\_\_\_  
 Print or Type Name, Title

Date: 3/26/15

Date: 3/19/2015

**Amendment 44**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 44 to amend Supplemental Work Order 35 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate the following Ethernet circuit for DOL from SWO 35. Now, therefore, the parties agree to amend the Supplemental Work Order 35 to remove the following:

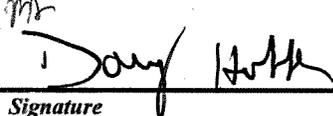
Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DOLC2722	6722 19 <sup>th</sup> St W	University Place	Olympia	10	\$550.00	\$140.25	\$500.00	\$127.50	34

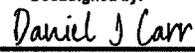
- All other provisions of Contract T11-PCH-527, as previously amended, and SWO 35, as previously amended, shall remain in full force and effect.

This Amendment 44 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,**  
**Consolidated Technology Services**

Approved  
**Comcast Business Communications, LLC**

*Mr. Mr.*  
  
 \_\_\_\_\_  
*Signature*

DocuSigned by:  
  
 \_\_\_\_\_  
*Signature* DA851C41B...

Doug Hoffer, Assistant Director  
 \_\_\_\_\_  
*Print or Type Name, Title*

Daniel J Carr Vice President  
 \_\_\_\_\_  
*Print or Type Name, Title*

Date: 4/6/15

Date: 4/2/2015

**Amendment 46**  
**to**  
**Supplemental Work Order 13-22**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 46 to Supplemental Work Order 13-22 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services ("CTS")** and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to document the move of the circuit end site location on SWO 13-22 from the old Data Center, Office Building-2 ("OB-2") located at 1115 Washington St SE, Olympia Washington 98504, to the new State Data Center ("SDC") located at 532 16<sup>th</sup> Ave SE, Olympia, Washington 98504.

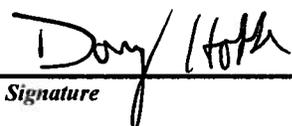
1. Vendor agrees to move the circuit on SWO 13-22, WSIPP3401, from its termination point at OB-2 to the SDC at no cost to CTS.
2. All other terms and conditions of the original SWO 13-22, as amended, shall remain in full force and effect

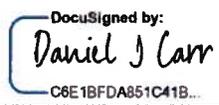
This Amendment 46 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,**  
**Consolidated Technology Services**

Approved  
**Comcast Business Communications, LLC**

MSB  
MVA

  
\_\_\_\_\_  
*Signature*

DocuSigned by:  
  
C6E1BFDA851C41B...

\_\_\_\_\_  
*Signature*

  
\_\_\_\_\_  
*Print or Type Name, Title*

Daniel J Carr  
\_\_\_\_\_  
*Print or Type Name, Title*

Date: 5/18/15

Date: 5/4/2015

**Amendment 47**  
**to**  
**Supplemental Work Order 9**  
**for**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 47 to Supplemental Work Order 9 (SWO) is entered into by and between the State of Washington, **Consolidated Technology Services ("CTS")** and **Comcast Business Communications, LLC** ("Contractor").

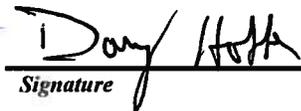
The purpose of this Amendment is to document the move of the circuit end site location on SWO 9 from the old Data Center, Office Building-2 ("OB-2") located at 1115 Washington St SE, Olympia Washington 98504, to the new State Data Center ("SDC") located at 532 16<sup>th</sup> Ave SE, Olympia, Washington 98504.

1. Vendor agrees to move the circuit on SWO 9, DFW, from its termination point at OB-2 to the SDC at no cost to CTS.
2. All other terms and conditions of the original SWO 9, as amended, shall remain in full force and effect

This Amendment 47 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,**  
**Consolidated Technology Services**

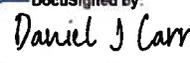
MJC  
m2

  
Signature

Doug Hoffer, Asst. Director  
Print or Type Name, Title

Date: 5/18/15

Approved  
**Comcast Business Communications, LLC**

DocuSigned by:  
  
C6E1BFDA851C41B...  
Signature

Daniel J Carr  
Print or Type Name, Title

Date: 5/4/2015

**Supplemental Work Order 48**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 48 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

**“Secondary Transport Ethernet Contract”** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

**“Minimum Service Commitment”** shall mean the minimum period in which Purchasers agree to keep circuits in service.

**“Node Router”** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

**“Service Installation Date”** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

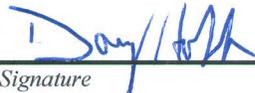
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 48 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
m2  


Signature  
**Doug Hoffer**

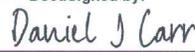
Print or Type Name  
Assistant Director

Title

8/6/15  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
Signature ID: A851C41B...

Daniel J Carr

Print or Type Name

Vice President

Title

7/21/2015  
Date

Date

Attachment 1  
SWO 48  
T15-RFQ-061  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Gb	MRC	MRC Taxes	Trunk SWO
EMD BLDG20	20 Aviation Dr, Bldg 20A	Camp Murray, Tacoma	Olympia	1	\$1,335.00	\$364.00	34

**Supplemental Work Order 49**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 49 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

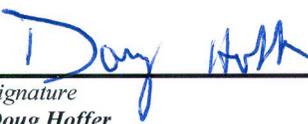
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 49 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

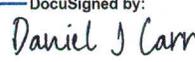
State of Washington  
Consolidated Technology Services

ML  
32  
  
\_\_\_\_\_  
Signature  
Doug Hoffer

\_\_\_\_\_  
Print or Type Name  
Assistant Director  
\_\_\_\_\_  
Title  
9/3/2015  
Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
Signature  
Daniel J Carr

\_\_\_\_\_  
Print or Type Name  
VP Sales Operations  
8/26/2015  
\_\_\_\_\_  
Title  
Date

Attachment 1  
SWO 49  
T15-RFQ-073  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
LNIBLV	616 120 <sup>th</sup> Ave NE Suite C 201	Bellevue	Olympia	100	\$880.00	\$253.44	\$500.00	\$144.00	34

**Amendment Number 50**  
**to**  
**Contract Number T11-PCH-527**  
**for Secondary Transport Ethernet Services**

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In accordance with Provision 38 (Authority of Modifications and Amendments) of Contract Number T11-PCH-527 (“Contract”), this Amendment Number 50 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Comcast (“Contractor”).

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

**Schedule A**

**Authorized product and pricelist**

<b>Circuit Speed</b>	<b>Maximum Monthly Recurring Charge (MRC)</b>
5 Mb	\$915.00
10 Mb	\$1,310.00
20 Mb	\$1360.00
30 Mb	\$1410.00
40 Mb	\$1500.00
50 Mb	\$1710.00
60 Mb	\$1810.00
70 Mb	\$1900.00
80 Mb	\$2100.00
90 Mb	\$2300.00
100 Mb	\$2,500.00
200 Mb	\$2600.00
250 Mb	Option not available
300 Mb	\$2700.00
400 Mb	\$2800.00
500 Mb	\$2900.00
600 Mb	\$3000.00
700 Mb	\$3100.00
800 Mb	\$3200.00
900 Mb	\$3300.00
1G	\$3450.00
2G	\$5230.00
3G	\$7010.00
4G	\$8790.00

5G	\$10570.00
6G	\$12350.00
7G	\$14130.00
8G	\$15910.00
9G	\$16450.00
10G	\$17694.00

**Vendor Aggregation Trunks to CTS locations (Node sites)**

CTS location (Node site)	100 Mb Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	500 Mb Tier (1G interface) Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	1G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	5G Tier (10G interface) Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	10G Aggregation trunk -Maximum Monthly Recurring Charge (MRC)
Olympia	Included in Port Charges	Included in Port Charges	Included in Port Charges	Included in Port Charges	61.KGGS.000722..CBCL \$5,300.00  61.KGGS.000702.CBCL \$0.00
Seattle	Included in Port Charges	Included in Port Charges	Included in Port Charges	Included in Port Charges	
Spokane	Included in Port Charges	Included in Port Charges	Included in Port Charges	Included in Port Charges	
Yakima					

All other provisions of Contract Number T11-PCH-527 shall remain in full force and effect.

This amendment 50 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.





**Amendment 51  
for  
Contract Number T11-PCH-527  
for  
Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 8 in its entirety. Now, therefore, the parties agree to terminate Supplemental Work Order 8 to the Contract.

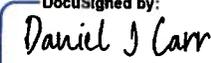
All other provisions of Contract T11-PCH-527, as previously amended, shall remain in full force and effect.

This Amendment 51 shall be effective as of the date signed by CTS.

Approved  
**State of Washington,  
Consolidated Technology Services**

Approved  
**Comcast Business Communications, LLC**

ML  
  
\_\_\_\_\_  
*Signature*

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*

**Doug Hoffer, Assistant Director**  
\_\_\_\_\_  
*Print or Type Name, Title*

**Daniel J Carr Vice President**  
\_\_\_\_\_  
*Print or Type Name, Title*

Date: 9/25/15

Date: 9/22/2015

**Supplemental Work Order 53**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 53 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

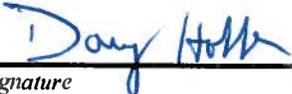
**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 53 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*  
Doug Hoffer

\_\_\_\_\_  
*Print or Type Name*  
Assistant Director

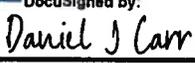
\_\_\_\_\_  
*Title*

10/6/15

*Date*

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*  
Daniel J Carr

\_\_\_\_\_  
*Print or Type Name*

vice President

10/6/2015

\_\_\_\_\_  
*Title*

*Date*

Attachment 1  
SWO 53  
T15-RFQ-073  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Gb	MRC	MRC Taxes	NRC	NRC Taxes
EGB-LNISPO P2P	7345 Linderson Way SW	Tumwater	901 N Monroe St, Ste 100	1	\$1,986.00	\$572.00	\$8,808.00	\$0

**Supplemental Work Order 52**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 52 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 52 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

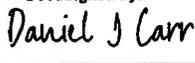
State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*  
Doug Hoffer

\_\_\_\_\_  
*Print or Type Name*  
Assistant Director  
\_\_\_\_\_  
*Title* *Date* 10/8/15

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*  
Daniel J Carr

\_\_\_\_\_  
*Print or Type Name*  
vice President 10/2/2015  
\_\_\_\_\_  
*Title* *Date*

Attachment 1  
SWO 52  
T15-RFQ-073  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	Trunk SWO
DVA-ORTING	1301 Orting-Kapowsin Highway E	Orting	Olympia	100	\$880.00	\$0	\$8,160.00	\$0	34

**Supplemental Work Order 54**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 54 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Comcast Business Communications, LLC (“Contractor”), pursuant to Section 27 of that certain contract No. T11-PCH-527, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

**1. Definitions**

In addition to the definitions contained in the Contract, the following definitions shall apply to this SWO:

“**Secondary Transport Ethernet Contract**” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T11-PCH-527

“**Minimum Service Commitment**” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“**Node Router**” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“**Service Installation Date**” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SWO.

**3. Incorporation of the Contract:**

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

**4. Service Delivery Locations.**

Vendor agrees to provide during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

## **5. Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 26 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist, from the execution of a Supplemental Work Order. Vendor may request reasonable extensions of these intervals to at least one hundred twenty (120) days. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## **6. Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SWO is incorporated by reference and attached hereto. All construction costs will be included on the first invoice.

## **7. Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

## **8. Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SWO, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

## **9. Management VLANs**

Vendor agrees to provide, at all times during the Term of this SWO, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

**10. SNMP Access**

Vendor agrees to provide, at all times during the Term of this SWO, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

**11. Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SWO 54 to Contract Number T11-PCH-527 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML*  
*Doug Hoffer*

Signature  
**Doug Hoffer**

Print or Type Name  
Assistant Director

12/10/15

Title

Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
*Daniel J Carr*

Signature ID: A851C41B...

Daniel J Carr

Print or Type Name

Vice President

12/3/2015

Title

Date

Attachment 1  
SWO 54  
T16-RFQ-019  
Secondary Ethernet Site List  
Comcast

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	Trunk SWO
CNTY 2101	360 NW North St	Chehalis	Olympia	100	\$945.00	\$236.25	34
CNTY 3201	815 North Jefferson St	Spokane	Olympia	100	\$880.00	\$220.00	34

**Amendment Number 55**  
**to**  
**Contract Number T11-PCH-527**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 38 *Authority for Modifications and Amendments* of Contract T11-PCH-527, this Amendment number 55 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Comcast Business Communications, LLC (Contractor).

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:

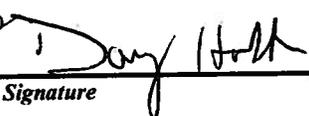
1. Contractor and CTS hereby agree to extend the term of the Contract from June 30, 2016 through June 30, 2017.

All other provisions of Contract T11-PCH-527, as previously amended, shall remain in full force and effect.

This Amendment 55 shall be effective as of the date signed by CTS.

**Approved**

State of Washington,  
Consolidated Technology Services

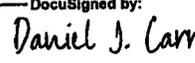
ML  
mz  
  
\_\_\_\_\_  
*Signature*

**DOUG HOFFER**  
\_\_\_\_\_  
*Print or Type Name*

ASSISTANT DIRECTOR 1/25/16  
\_\_\_\_\_  
Title Date

**Approved**

Comcast Business Communications, LLC

DocuSigned by:  
  
6EBFD127E5604F8.  
\_\_\_\_\_  
*Signature*

Daniel J. Carr  
\_\_\_\_\_  
*Print or Type Name*

VP Sales Operations 1/20/2016  
\_\_\_\_\_  
Title Date

**Amendment 56  
for  
Contract Number T11-PCH-527  
for  
Secondary Transport Ethernet Services**

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In accordance with Section 38 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-527 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment is entered into by and between the State of Washington, **Consolidated Technology Services** ("CTS") and **Comcast Business Communications, LLC** ("Contractor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 53 in its entirety. Now, therefore, the parties agree to terminate Supplemental Work Order 53 to the Contract.

All other provisions of Contract T11-PCH-527, as previously amended, shall remain in full force and effect.

This Amendment 56 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

*ML  
m2* 

*Signature*

Doug Hoffer, Assistant Director

*Print or Type Name, Title*

Date: 2/26/2016

Approved

**Comcast Business Communications, LLC**

DocuSigned by:  
  
*Signature*

Daniel J Carr

Vice President

*Print or Type Name, Title*

Date: 1/26/2016