Contract Number T12-PCH-738

for

Secondary Transport Ethernet Services

between

Consolidated Technology Services

and

Frontier Communications of America, Inc.

Effective Date: **April 10, 2013**

(fill in date after contract signed)

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Exhibit A: CTS Request for Proposal/Quotations T12-RFP-023 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 CTS Contract Administrator***

CONTRACT NUMBER T12-PCH-738

for

Secondary Transport Ethernet Services

PARTIES

This Contract ("Contract") is entered into by and between the state of Washington acting through **Consolidated Technology Services,** an agency of Washington State government (hereinafter "CTS"), and **Frontier Communications of America (herein after referred to "Frontier" or "Contractor"),** 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 CTS, issued a Request for Proposal (RFP) dated February 24, 2012 (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 CTS' RFP (Exhibit B).

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

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

NOW THEREFORE, CTS awards to Contractor this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the Contract Number T12-PCH-738 for Secondary Transport Ethernet Services. This Contract is not for personal use.

This Contract is an optional-use contract that neither financially binds the State 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.

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 Products 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 Products are delivered.

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

"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 as specified in Section 31 *Acceptance Testing.*

"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.

"Contractor" shall mean Frontier Communications of America, 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 CTS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the CTS Contract Administrator, which shall not be unreasonably withheld, 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 Products ordered hereunder must be delivered.

"CTS" shall mean the Washington State Consolidated Technology Services.

"CTS Contract Administrator" shall mean the Contract Administrator, designated by CTS as responsible for the maintenance and administration of this Contract, notices, reports and any other pertinent documentation or information. The CTS 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 Products. Purchaser shall report warranty or maintenance problems to Contractor's Help Desk for initial trouble-shooting 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.

"Contract" shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

"Node Site(s)" shall mean A CTS 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, CTS, 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.

"Response" shall mean Contractor's Response to the RFP for Secondary Transport Ethernet Services, Exhibit B hereto.

"Schedule A: *Authorized Product and Price List*" shall mean the attachment to this Contract that identifies the authorized Products and 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 D: *Authorized Purchasers*" shall mean the attachment to this Contract that identifies the parties which may make purchases pursuant to this contract.

"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 Product documentation, whether or not Contractor produces such documentation before or after this Contract's Effective Date.

"State" shall mean the state of Washington.

"Statement of Work" or **"SOW"** shall mean a separate statement of the work to be accomplished by Contractor under the terms and conditions of this Contract. A template SOW 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 (3) 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 at CTS' option and shall be effected by CTS giving written notice of its intent to extend this Contract to Contractor not less than thirty (30) calendar days prior to the Contract term's expiration and Contractor accepting such extension prior to the Contract term's expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

2.3. Term of Statement of Work (SOW). The term of any SOW executed pursuant to this Contract shall be set forth in the SOW. The service term indicated in any SWO shall survive the expiration of the contract. The SOW 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, the terms of the sections titled **Overpayments to Contractor; Contractor Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; 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. 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 the Universal Service Administration Corporation (USAC) requirements.

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 CTS with copies of, or access to, all such tariffs on the same day they are filed, or as soon as commercially reasonable.

5.2. If necessary, Contractor shall make any initial filing required to implement the contract after the Effective Date of this Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body (30) calendar days after the date of contract award, the CTS shall have the right partially or entirely to terminate the contract without liability.

5.3. Before this Contract becomes effective, Contractor shall provide to CTS copies of, or access to, its current tariffs which pertain to the provision of the Service described herein.

5.4. After this Contract becomes effective, except for any filing pursuant to Section 9.1 hereof, Contractor agrees to provide advance copies of, or access to, all revisions to tariffs or new tariffs that specifically pertain to the contract or that may materially and adversely affect the CTS' rights or obligations under the contract. These shall be provided to the CTS as soon as commercially reasonable in advance of the intended filing date. Contractor shall make no revisions to its tariffs that materially and adversely affect the CTS' rights or obligations under this contract, without also providing CTS with the right to terminate the Contract upon notice due to the material and adverse change(s).

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 to develop a proposal that provides comparable service to CTS at rates equal to or less than those set forth in the contract, and under terms and conditions substantially similar to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. Such service may be provided under other existing tariffs (if this can be done at such tariffs' then effective rates without further revision) or under newly filed tariffs. If Contractor is unwilling or unable to develop such a proposal within thirty (30) days of any such event, CTS will have the right partially or entirely to terminate the Contract without liability. In such event, CTS will be responsible for payment of all Services provided up to the date of termination.

6. Advance Payment Prohibited

No advance payment shall be made for the Services furnished by Contractor pursuant to this Contract.

7. Taxes

7.1. Purchaser will pay sales and use taxes, if any, imposed on the Products and 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.

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) Frontier will include the site name next to the location. The circuit ID and locations shall be printed on all invoices.

Contract number T12-PCH-XXX and Order Number YY-YY;

CTS order number and contract number (T12-PCH-738) will appear on all invoices; Contractor account number

Contractor circuit identifier

Contractor name, address, phone number; Description of Services provided;

Monthly Recurring Charges for Service;

Date(s) of delivery of Services. (Date (s) represents billing period) 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.

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/vendor.asp*.

8.3. Payments shall be due and payable within twenty (20) calendar days after receipt and Acceptance of Products or Services or twenty (20) calendar days after receipt of properly prepared invoices, whichever is later.

8.4. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.

8.5. The CTS Contract number T12-PCH-738 and SWO number [YY-YY] must appear on all bills of lading, packages, and correspondence relating to this Contract.

8.6. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

8.7. 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.

9. Overpayments to Contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

Contractor's Responsibilities

10. Transition Planning

For those Purchasers receiving point-to-point transport or private line services from Contractor pursuant to other CTS-administered contracts, Contractor agrees, at the sole option of CTS, to provide Services pursuant to the terms and subject to the conditions of this Contract without assessing any transition or termination penalty or obligation on behalf of Purchasers.

11. Contractor Implementation and Installation Requirements

11.1. Test Service Implementations

CTS and Contractor hereby agree that for a mutually agreed-upon test period specified in the Supplemental Work Order, to install evaluation service at no cost to Purchaser. At the successful conclusion of the test period, at CTS discretion, the service may be moved into production and Contractor may commence billing for the service. The Contractor agrees to assume sole responsibility for all costs associated with the service during the Test Service Implementation.

Contractor agrees to install test circuit(s) provided pursuant to this Section within 45 days of execution of a Supplemental Work order where facilities already exist or 90 days of execution of a Supplemental Work Order where facilities do not exist.

11.2. Notifications

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 CTS Network Control Center (NCC) when testing/completing installation of service.

11.3. 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.

11.4. Acquisition of Permits

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

11.5. Coordination of Installation

Contractor agrees to coordinate Service 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.

12. 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.

13. Service Performance

The Vendor's service must perform at a minimum 99.99 percent of the time during a calendar month.

14. 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.

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

15. 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.

16. 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.

16.1 CTS Node site connectivity requirements

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

16.2 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.

16.3 Link Aggregation

Contractor's Ethernet services must provide support at the end site and node site for link aggregation (LACP) via the IEEE 802.3ad standard. This service will be implemented any time Customer requires two or more aggregation circuits at a node site.

17. 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.

18. 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.

19. 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.

20. VLAN

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

21. Marking of Traffic

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

22. Service Reports

22.1 Trouble Logs

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

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

22.2 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.

23. Service Repair and Trouble Reporting

23.1 Response to Trouble Reports

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

23.2 Toll-Free Trouble Reporting Number

Contractor must provide a toll-free trouble reporting number.

23.3 Trouble Reporting

For all service 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 need be logged.

23.4 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.

23.5 Error Statistics Reporting

Contractor must be able to provide continuous End-to-End Monitoring and error statistics for services they provide to the Purchaser.

24. Service Maintenance

24.1 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 services.

24.2 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.

25. Credit for Service Outages

In the event of an Out of Service Condition, as defined in Sections 12 and 13, where Contractor fails to restore Service to full capability within four (4) hours after initiation of the Out of Service Condition, Contractor agrees to grant Purchasers a credit against its basic Monthly Service Charge. Such credit shall be calculated as a 10% of monthly Ethernet Bandwidth port on the Purchaser's monthly bill for the affected transport path(s) for each Out of Service occurrence as addressed below.

Each distinct outage will be considered a separate event. Contractor agrees to provide credits for all events occurring during a billing period. The credits will be applied to the billing for the month following the month in which the outage occurred. Award of the credit in no way relieves the Contractor of responsibility to correct the Out of Service Condition(s) and does not constitute an exclusive remedy for such Out of Service Condition(s).

The principles under which Frontier shall provide this Credit to CTS are as follows:

1. Mean Time to Repair & Resolution: Is defined as Frontier's commitment to a mean time to repair for Ethernet Ports within four (4) hours in any month. The calculation is referenced by a reported trouble ticket of the outage.
   i. Service Level: 4 hours
   ii. Credit: 10% of monthly Ethernet Bandwidth port
2. CTS must request Service Credits in writing within 30 days of the last day in the calendar month in which the failure occurred.
3. This credit is only applicable to those CTS sites where the applicable Frontier Ethernet Transport service and technology exist, and where Frontier is permitted by law to provide Ethernet Transport service.
4. For cascading failures, only the primary or causal failure is used in determining Service Levels and associated consequences. Only one Service Level Component metric can be used for determining Service Credits.

26. Circuit Administration

The Ethernet circuits shall be administered by Purchaser.

27. Service Installation

Vendor must agree to have the service installed, tested and ready for CTS' 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 placement of an order. It is Vendor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the services described.

Vendor must notify end user customers of scheduled installations prior to arrival at the site. Vendors must notify the CTS Network Control Center (NCC) when testing/completing installation of service.

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

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

28. RFP Mandatory Requirements

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

29. Supplemental Work Order

29.1. All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SWO or other order document established between Purchaser and Contractor.

29.2. The terms and conditions of any SOW/order document cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

29.3. Contractor agrees that within ten (10) business days of the initial receipt of a SWO, Contractor shall either sign and return such SWO, or notify the CTS 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.

30. Site Security

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

31. 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. The occurrence of three (3) "Out of Service" Occurrences as defined in Sections 12-13 will constitute grounds for immediate termination of the Contract or SWO, which shall be exercisable at CTS' sole option.

The Project Manager will contact CTS to schedule a test and turn-up appointment within 5 business days of the installation.

Upon conclusion of a successful turn-up the Project Manager will provide an email with the following:

- Report Trouble: The maintenance test center number to direct the carrier to the appropriate test center if there is a problem.
- Frontier's Order number; CTS PON Number; CTS Circuit ID;
- Start Test Requirements: Listing all the tests required for the circuit.

- CTS Account Team information: Contact Name, Address, Contact Phone number.
- Miscellaneous Information – extended d-mark, other miscellaneous work as specified in Supplemental Work Order (SWO)
- CTS confirmation of a successful turn-up
- Billing will commence

32. 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. 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 representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

33. Protection of Purchaser's Confidential Information

33.1. 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 nondisclosuire agreement with Contractor sufficient to protect the proprietary rights of CTS, the terms of which have been previously approved by Purchaser. Contractor agrees to use reasonable commerical efforts implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Contractors that may come into contact with medical data may be required to complete a Business Associate agreement, as required by federal or state laws, including HIPAA, prior to the commencement of any work.

33.2. 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 reasonable steps Purchaser requests of Contractor to protect Purchaser's Confidential Information.

33.3. Purchaser reserves the right to audit and investigate the use of Purchaser's Confidential Information collected, used, or acquired by Contractor through this Contract.

33.4. 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

34. Purchaser Use of Contract

34.1. 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.

34.2. 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.

34.3. 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.

34.4. Purchaser may elect to conduct formal Second Tier Competions among contracted vendors to solicit price quotes for service to specific sites.

Contract Administration

35. Legal Notices

35.1. 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:

Frontier Communications
Attn: General Manager
1800 41st Street
Everett, WA 98201

To CTS at:

State of Washington
Consolidated Technology Services

Attn: Contract Administrator

If by US Postal Service:	***If by Overnight Courier:***
PO Box 41501 Olympia, WA 98504	1500 Jefferson St. SE Olympia, WA 98501

Phone: 360-407-8781

E-mail: Tonya.Freeman@ftr.com. E-mail: ctsdlols@cts.wa.gov
Phone (425) 261-6544

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

Copy to:

Citizens Telecom Services Company L.L.C.
Attention: Associate General Counsel
3 High Ridge Park
Stamford, CT 06905

35.2. 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.

35.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Products or 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.

36. 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 CTS concerning Contractor's performance under this Contract. Contractor shall notify the CTS 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: Tonya Freeman

Address: 1800 41st Street, MC WA0105SM, Everett WA 98201

Phone: 425-261-6544 E-mail: Tonya.Freeman@ftr.com

37. Contractor Project Manager

Contractor shall assign a Contractor Project Manager for each Purchaser project. Purchaser shall have approval rights over the Contractor Project Manager, or any replacements thereof. 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 installation and training.

38. Section Headings, Incorporated Documents and Order of Precedence

38.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

38.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

Schedules A, B, C and D;

CTS' RFP (Exhibit A);

Contractor's Response to CTS' RFP (Exhibit B);

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.

38.3. 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 and D;

Contractor's response to CTS' RFP (Exhibit B))CTS' RFP (Exhibit A);

Contractor's Response to CTS' RFP (Exhibit B);

The terms and conditions contained on Purchaser's Order Documents, to the extent any additional terms and conditions appearing on CTS' Purchase Order Documents are mutually agreed between the parties, 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 affect the sale of Services to Purchaser.

39. 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.

40. 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 CTS and Contractor

41. Additional Services

Contractor may submit new Services with associated discounts or prices to the CTS Contract Administrator. New or changed Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Services that are determined by CTS 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 CTS. Such writing shall include a specific description of the additional Services, pricing, and additional terms and conditions as relevant.

42. 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).

43. 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.

44. 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.

45. Subcontractors

Contractor may, with prior written permission from CTS, 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 responsible for the acts and omissions of any of its subcontractors as Contractor is for its own acts and omissions hereunder.

46. Assignment

46.1. Upon prior notice to CTS, 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.

46.2. Upon prior notice to Contractor, CTS 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.

47. Publicity

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

47.2. Contractor agrees to submit to CTS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein CTS' or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of CTS' or Purchaser's name with Contractor's Products or Services may, in CTS' 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 CTS or Purchaser *prior* to such use.

48. Review of Contractor's Records

48.1. 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 six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

48.2. Contractor's records related solely to purchases by CTS or Purchaser shall be subject, no more than once annually during the term of this Contract, at reasonable times and upon prior written notice, to examination, inspection, copying, or audit by personnel so authorized by the CTS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at the State's sole cost and expense, provided, however, any such authorized personnel shall first enter into a mutually acceptable non disclosure agreement with Contractor sufficient to protect Contractor's confidential and proprietary information. During this Contract's term, Contractor shall provide access to these records within Thurston County or the county where Purchaser is located.

48.3. If any subcontractors are providing Serivces on Contractor's behalf hereunder, Contractor shall incorporate in its subcontracts, substantially similar records retention and review requirements.

48.4. It is agreed that any 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, which may contain Contractor's confidential and proprietary information, shall be excluded from Purchaser's review unless the cost or any other material issued under this Contract is calculated or derived from these factors. In the event CTS or its authorized personnel request Contractor confidential or proprietary information, CTS, Purchaser and / or the State Auditor shall

first enter into a mutually acceptable non disclosure agreement with Contractor sufficient to protect Contractor's confidential and proprietary information.

General Provisions

49. Patent and Copyright Indemnification

49.1. Contractor, at its expense, shall defend, indemnify, and save CTS and Purchaser harmless from and against any claims against CTS or Purchaser that any Product supplied hereunder, or Purchaser's authorized use of the Product within the terms of this Contract, infringes any U.S. patent, copyright, trade secret, trademark, or other similar proprietary right of a third party. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and reasonable attorneys' fees finally awarded by a court of competent jurisdiction provided that CTS or Purchaser:

1) Promptly notifies Contractor in writing of the claim, but CTS' 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

2) 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.

49.2. If such claim has occurred, or in Contractor's opinion is likely to occur, CTS and Purchaser agree to permit Contractor, at its option and expense, either to procure the right to allow CTS or Purchaser to continue using the Product, or, to replace or modify the same so that they become noninfringing and functionally equivalent. If CTS' or Purchaser's authorized 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 pro rata refund of license fees paid. 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. Depreciated value shall be calculated on the basis of a useful life of seven (7) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Contractor.

50. Save Harmless

Contractor shall defend, indemnify, and save CTS 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.

51. Insurance

51.1. 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 CTS within one (1) Business Day of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at CTS' sole option, result in this Contract's termination.

51.2. The minimum acceptable limits shall be as indicated below, with no deductibles, 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, with a limit of not less than $1 million per accident;

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 a deductible not to exceed $25,000, and coverage of not less than $1 million per occurrence/$2 million general aggregate.

51.3. Contractor shall pay premiums on all insurance policies. CTS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Contractor shall provide a copy of the policy endorsement(s) designating CTS as an additional named insured. Such policies shall also reference this Contract number T12-PCH-738 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 shall have been given to CTS by the insurer.

51.4. 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.

51.5.

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.

51.6. Contractor shall furnish to CTS 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 CTS sole option, result in this Contract's termination.

51.7. By requiring insurance herein, CTS 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 CTS in this Contract.

52. 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. CTS 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.

53. 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.)

54. 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 goods and 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.

55. 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.

56. 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.

57. 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.

58. Treatment of Assets

58.1. Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchaser.

58.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

58.3. 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.

58.4. 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.

58.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

58.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

59. Contractor's Proprietary Information

Contractor acknowledges that CTS and Purchaser are subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.17 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, CTS 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, CTS 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, CTS or Purchaser will release the requested information on the date specified.

Disputes and Remedies

60. Disputes

60.1. 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 CTS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

60.2. 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.

60.3. 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.

60.4. 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.

60.5. 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.

61. Non Exclusive Remedies.

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

If either party fails to perform any substantial obligation under this Contract, the non-breaching party shall give the other written notice of such failure to perform. If after thirty (30) calendar days from the date of the written notice, the breaching party still has not performed, then the non-breaching party may terminate this Agreement. In the event of Contractor's termination for breach, CTS agrees to pay for all Services provided up to the date of termination.

62. Limitation of Liability

62.1. The parties agree that Contractor, CTS 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 resulting from Contractors negligence or willful misconduct 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.

62.2. Contractor, CTS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, CTS 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 CTS 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, CTS, Purchaser, or their respective Subcontractors.

62.3. Neither Contractor, CTS 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

63. Termination for Default

63.1. 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 CTS 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 CTS to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.

63.2. In the event of termination of an Order or this Contract by CTS, Purchaser or CTS shall have the right to procure the Services that are the subject of this Contract on the open market and Contractor shall be liable for all direct 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 CTS resulting from Contractor's breach. CTS 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 CTS or Purchasers for Contractor's default.

63.3. If either CTS 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 CTS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by CTS 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 CTS.

63.4. 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**.

63.5. 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.

64. Termination for Convenience

64.1. When, at the sole discretion of CTS, it is in the best interest of the State, CTS may terminate this Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor.

64.2. 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 Products and Services received and accepted by Purchaser prior to the effective date of termination.

64.3. Contractor may terminate this Contract upon twelve (12) months advance written notice to CTS and / or Purchaser.

64.4. In the event of any Termination for Convenience, CTS and /or Purchaser shall be liable for all payments for Services provided up to the date of termination.

65. Termination for Withdrawal of Authority

67.1. In the event that *CTS 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, CTS 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 CTS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit CTS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party. If this Contract is terminated pursuant to this Section, CTS or Purchaser is liable only for payments required by the terms of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

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

66. Termination for Non-Allocation of Funds

66.1. If funds are not allocated to CTS or Purchaser to continue this Contract or Order in any future period, CTS may terminate this Contract or individual circuits in service under this Contract by seven (7) Business Days written notice to Contractor. CTS 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. CTS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to CTS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit CTS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or 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 Services received and accepted by Purchaser prior to the effective date of termination.

66.2. If funds are not allocated to *CTS' end user customer* to continue with Service under SOW(s) associated with this Contract in any future period, CTS may amend or terminate the applicable SOW(s) or individual circuits in Service under this Contract. Purchaser 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. Purchaser agrees to notify Vendor 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 CTS or its end user customer to terminate SOW(s) in order to acquire similar Services from a third party. If a SOW is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

67. Termination for Conflict of Interest

CTS may terminate this Contract, or Purchaser its Order(s), by written notice to Contractor if CTS 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, CTS 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.

68. Termination Procedure

68.1. In addition to the procedures set forth below, if CTS terminates this Contract, Contractor shall follow any standard and customary procedures CTS specifies in CTS' Notice of Termination, at CTS' expense.

68.2. Unless otherwise provided herein, CTS or Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Products and Services received by Purchaser, provided that in no event shall CTS or 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.

68.3. Contractor shall pay amounts due Purchaser or CTS 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 CTS may charge interest on the amounts due at one percent (1%) per month until paid in full.

69. Covenant Against Contingent Fees

69.1. Contractor represents 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.

69.2. 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. In the event of termination pursuant to this Section, Purchaser shall be liable for all payments due up to the date of termination.

Contract Execution

70. Authority to Bind

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

71. 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.

72. 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

Frontier Communications of America, Inc.

Signature

Ken Baldwin 4/10/2013

Print or Type Name *Date*

General Manager

Title

Approved

State of Washington
Consolidated Technology Services

Signature

Bruce Shutz 4/10/13

Print or Type Name *Date*

T50-DD

Title

Schedule A

Authorized Product and Price List

as of Effective Date of

Contract Number T12-PCH-738

with

Frontier Communications of America, Inc.

Contractor is authorized to sell only the Products and Services listed below under this Contract.

Service Rates

	Maximum MRC 10 Mb
Vendors must provide a maximum Monthly Recurring Charge (MRC) for 10 Mb ethernet service.	**$580.00**

Vendor Trunk Charges

Vendor must provide the total monthly cost for a

100 Mb and 1 Gigabyte aggregation trunk from the vendor Central Office to each DIS node site that vendor proposes to connect to.

Bandwidth Levels

	100 Mb Ethernet Trunk Charge MRC	1 Gig. Ethernet Trunk Charge MRC
Olympia Node	No bid	No bid
Seattle Node	$828.00	$1,000.00
Spokane Node	No bid	No bid
Vancouver Node	No bid	No bid
Yakima Node	No bid	No bid

Schedule B

Statement of Work / Supplemental Work Order Template

This Supplemental Work Order YY-YY (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS"or "Purchaser"), and **Frontier Communications of America, Inc.** (Frontier) ("Contractor"), pursuant to Section XX of that certain contract No. T12-PCH-738, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the r 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 T12-PCH-738

"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 _____ (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, at all times 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 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order

10. SNMP Access

To be determined upon order

11. Traffic Graphs

To be determined upon order

In Witness Whereof, the parties hereto, having read this SWO *[YY-YY]* to Contract Number *T12-PCH-738* in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title *Date*

Approved

Frontier Communications of America, Inc.
(Frontier)

Signature

Print or Type Name

Title *Date*

Schedule C

Escalation Procedures

for
Contract Number T12-PCH-738
with
Frontier

REPAIR & ESCALATION PROCEDURE
The following procedures have been devised to provide the most efficient method of escalation. This procedure should be used in the event that trouble has been reported to Frontier, a ticket is currently open, and a satisfactory response to the issue in not received. Allow 3 hours before executing escalation process.

Please call the same repair number. All escalations, from Level 1 to Level 5, are managed from that number.

When calling the escalation number, please provide the ticket number and details on why the problem has been escalated (i.e., poor response from the first line technician, ticket unresolved for too long, etc…). The details on the nature of the problem will be determined from the ticket number. Please indicate the level of escalation for the issue.

The organization working on the escalation desk is committed to expediting and resolving any escalations reported. They have the authority and access to management needed to bring the issue to a close as efficiently as possible. The purpose for the "one number" escalation call is to add accountability and consistency for all escalation's. Upon request of a next level escalation, the previous level will update the next level with the all details of the outage or problem.

Although we have a single contact escalation process, we understand that at times CTS might want to contact management staff directly. Below are management contact names and numbers.

Escalation Desk: Call 800-672-3793 for all Levels of escalations (office phone first/cell second)		
• 1st Level:	**Repair Answer**	**800-672-3793**
• 2nd Level:	**A Shift (8 am – 4 pm): Repair Dispatch**	**(585) 777-5005/ (585) 704-0653**
A shift (8 am – 4 pm): HICAP, DSL, DS0, Testing		**(585) 777-7654/ (585) 233-0813**
B Shift Foreman (4 pm – 12 am):		**(585) 777-5510/ (585) 259-6012**
B Shift Foreman (4 pm – 12 am):		**(585) 777-1317/ (585) 330-7028**
C Shift Foreman (12 am – 8 am):		**(585) 777-7280/ (585) 737-8395**
3rd Level:	**Operations Manager,**	**(585) 777-6076/ (585) 233-3070**
Operations Manager,		**(585) 777-6992/ (585) 737-4681**
4th Level:	**Inside Operations Senior Manager,**	**585) 777-4589/ (585) 233-2872**
5th Level:	**Vice President**	**(585) 777-4729/ (585) 261-7555**

72.1. Local Operational Escalation List

72.2. Frontier Proprietary or Confidential Information

First Level	Second Level	Third Level	Fourth Level	Fifth Level
Northwestern Washington				
Darrin Wightman (O) 360 336 5696 (M) 360 770 9355	Henry Poland (O) 360 658 2210 (M) 425 238 0760	Henry Van (O) 360 757 6140 (M) 360 707 1062	Brian Kavanagh (O) 425 261 7101 (M) 425 330 4532	Richard Klena (O) 425 261 5039 (M) 425 412 0104
North Puget Sound				
Gail Modrell (O) 425 334 6511 (M) 425 422 9739	Henry Poland (O) 360 658 2210 (M) 425 238 0760	Ken Baldwin (O) 425 261 0505 (M) 425 327 7083	Brian Kavanagh (O) 425 261 7101 (M) 425 330 4532	Richard Klena (O) 425 261 5039 (M) 425 412 0104
South Puget Sound Washington				
Bill Anderson (O) 425 481 2121 (M) 425 327 1715	Michael Jordan (O) 425 820 3060 (M) 425 308 1320	Dan Clark (O) 425 261 0506 (M) 425 275 8579	Brian Kavanagh (O) 425 261 7101 (M) 425 330 4532	Richard Klena (O) 425 261 5039 (M) 425 412 0104
Eastside Puget Sound Washington				
Tim Bowen (O) 425 820 3021 (M) 425 422 4013	Michael Jordan (O) 425 820 3060 (M) 425 308 1320	Vicky Oxley (O)425 261 5892 (M) 425 505 0759	Brian Kavanaugh (O)425 261 7101 (M) 425 330 4532 07592	Richard Klena (O) 425 261 5039 (M) 425 412 0104
North Central & Central Washington				
Steve Johnston (O) 509 662 9333 (M) 509 670 8720	Lawrence "Pete" Sima (O) 509 662 9263 (M) 509 670 8713	Steven Sandman (O) 509 662 9242 (M) 509 885 2649	Brian Kavanagh (O) 425 261 7101 (M) 425 330 4532	Richard Klena (O) 425 261 5039 (M) 425 412 0104
Tri-Cities/South Central Washington				
Diana Anderson (O) 509 736 3730 (M) 509 378 7038	Diana Anderson (O) 509 736 3730 (M) 509 378 7038	Randall Lee (O) 509 736 3701 (M) 509 378 2459	Brian Kavanagh (O) 425 261 7101 (M) 425 330 4532	Richard Klena (O) 425 261 5039 (M) 425 412 0104

Schedule D
Authorized Purchasers
Contract Number T12-PCH-738
Secondary Transport Ethernet Services
Frontier Communications of America, Inc.

Washington State Consolidated Technology Services

K20 Network Connected Institutions

Washington State Public Baccalaureate Institutions

Washington State Community and Technical Colleges

Washington State Public School Districts

Washington State Educational Services Districts (ESD)

Washington State Public Library Systems

Washington State Cities and Counties

Washington State Port Districts

Amendment Number 3
to
Contract Number T12-PCH-738
for Secondary Transport Ethernet Services

In accordance with Provision 40 (Authority of Modifications and Amendments) of Contract Number T12-PCH-738 ("Contract"), this Amendment Number 3 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Frontier Communications of America, Inc. ("Contractor").

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:

7. Contractor and CTS hereby agree to extend the term of the Contract from June 30, 2014 through June 30, 2015.

All other provisions of Contract Number T12-PCH-738 shall remain in full force and effect.

This Amendment 3 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	Approved Frontier Communications of America, Inc.
Signature	Signature
MOLLY A. O'DONNELL Print or Type Name	Brian H. Mochizuki Print or Type Name
Asst. Director 12/16/13 Title Date	Regional Sales Manager 12-6-13 Title Date

Amendment Number 14-01
to
Contract Number T12-PCH-738
for Secondary Transport Ethernet Services

In accordance with Provision 40 (*Authority for Modifications and Amendments*) of Contract Number T12-PCH-738 ("Contract"), this Amendment Number 14-01 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Frontier Communications of America, Inc. ("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	$967.00
10 Mb	$580.00
20 Mb	$1945.00
30 Mb	$2325.00
40 Mb	$2569.00
50 Mb	$2765.00
60 Mb	$2892.00
70 Mb	$3019.00
80 Mb	$3146.00
90 Mb	$3273.00
100 Mb	$3401.00
200 Mb	$3622.00
250 Mb	$3695.00
300 Mb	$3768.00
400 Mb	$3841.00
500 Mb	$3915.00
600 Mb	$4006.00
700 Mb	$4097.00
800 Mb	$4188.00
900 Mb	$4279.00
1G	$4282.00
2G	$5500.00
3G	$6500.00
4G	$7500.00

5G	$8500.00
6G	$9500.00
7G	$10500.00
8G	$11500.00
9G	$12500.00
10G	$13500.00

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	$2,000.00	$2,700.00	$5,000.00	8,000.00	15,000.00
Pullman	$3,000.00	$5,000.00	$7,500.00	$14,000.00	$22,000.00
Seattle	$828.00	$1,000.00	$1,000.00	$8,000.00	$11,000.00
Spokane	$2,000.00	$2,700.00	$5,000.00	$8,000.00	$15,000.00
Vancouver	$2,000.00	$2,700.00	$5,000.00	$8,000.00	$15,000.00
Yakima	$3,000.00	$5,000.00	$7,500.00	$14,000.00	$22,000.00

All other provisions of Contract Number T12-PCH-738 shall remain in full force and effect.

This amendment 14-01 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'Donnell
Print or Type Name

Asst. Director 11/26/13
Title Date

Approved
Frontier Communications of America, Inc.

Signature

Brian H. MacWhirter
Print or Type Name

Regional Sales Mgr. 11/22/13
Title Date

Supplemental Work Order 4
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 4 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc. (Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

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5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: F6D093FB-F4C9-4175-BF8B-395E0105D8A2

In Witness Whereof, the parties hereto, having read this SWO 4 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly A O'Donnell

Signature

Molly O'Donnell

Print or Type Name

Assistant Director 6/3/14

Title
Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
EA6C74AAF7224CD...

Signature

Brian MacWhirter

Print or Type Name

Regional Sales Manager 5/29/2014

Title
Date

DocuSign Envelope ID: F6D093FB-F4C9-4175-BF8B-395E0105D8A2

Attachment 1
SWO 4
T14-RFQ-078
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
DOLC 1739	17403 139th Ave NE	Woodinville	Olympia	10	$418.00	$0.40	SWO 5
DOLC 2406	519 W Main St	Brewster	Olympia	10	$418.00	$39.71	SWO 5
DOLC 2716	10102 Bristol Ave SW	Lakewood	Olympia	10	$390.00	$37.05	SWO 5
DOLC 2922	45770 Main St	Concrete	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3122	1005 Cascade St	Darrington	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3139	22911 56th Ave W	Moutlake Terrace	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3149	432 West Ave Ste B	Arlington	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3153	16410 84th St NE Ste D	Lake Stevens	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3154	13300 Bothell-Everett Hwy #302A	Mill Creek	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3728	1733 H St #100	Blaine	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3107	510 2nd St Ste C	Snohomish	Olympia	10	$418.00	$39.71	SWO 5
DOLC 3115	3100 Bickford Ave	Snohomish	Olympia	10	$418.00	$39.71	SWO 5

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Supplemental Work Order 5
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 5 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc. (Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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 one (1) 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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

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5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: FF581061-2EAE-4FA0-9CF1-7BA933D9937A

In Witness Whereof, the parties hereto, having read this SWO 5 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly A O'Donnell
Signature

Molly O'Donnell
Print or Type Name

Assistant Director 6/3/14
Title
Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature: [illegible]7224CD...

Brian MacWhirter
Print or Type Name

Regional Sales Mana BHM
Title
Date

DocuSign Envelope ID: FF581061-2EAE-4FA0-9CF1-7BA933D9937A

Attachment 1
SWO 5
T14-RFQ-078
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	NRC
CTS	532 16th St	Olympia	Olympia	1000MB w/800MB CIR	$1,500.00	$750.00

DocuSign Envelope ID: 776DD99C-C620-4AA1-A7D6-26378E145CA7

Supplemental Work Order 6
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 6 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 776DD99C-C620-4AA1-A7D6-26378E145CA7

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 776DD99C-C620-4AA1-A7D6-26378E145CA7

In Witness Whereof, the parties hereto, having read this SWO 6 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly A O'Donnell

Signature

Molly O'Donnell

Print or Type Name

Assistant Director 6/3/14

Title
Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
E46C74AAF7224CD...

Signature

Brian MacWhirter

Print or Type Name

Regional Sales Manager 5/29/2014

Title
Date

DocuSign Envelope ID: 776DD99C-C620-4AA1-A7D6-26378E145CA7

Attachment 1
SWO 6
T14-RFQ-078
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
DOLC 3155	9611-F State Ave	Marysville	Olympia	10	$395.00	$37.53	SWO 5

DocuSign Envelope ID: FF7077E1-DE33-4887-B49A-040E191BEDF5

Supplemental Work Order 7
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 7 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: FF7077E1-DE33-4887-B49A-040E191BEDF5

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: FF7077E1-DE33-4887-B49A-040E191BEDF5

In Witness Whereof, the parties hereto, having read this SWO 7 to Contract Number T12-PCH-738 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
9/12/14
Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Mike Daniel
Signature
395AF10E264A412...

Mike Daniel
Print or Type Name
VP of Commercial SalesH

Title
9/10/2014
Date

DocuSign Envelope ID: FF7077E1-DE33-4887-B49A-040E191BEDF5

Attachment 1
SWO 7
T14-RFQ-110
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Taxes	Trunk
DOLC 0404	5738 Vale Rd	Cashmere	Olympia	10	$580.00	$55.10	$3,600.00	$342.00	SWO 5
DOLC 3120	550 5th Ave S	Edmonds	Olympia	10	$395.00	$37.53	$0	$0	SWO 5
DOLD 1001	84 S Delaware	Republic	Olympia	10	$395.00	$37.53	$0	$0	SWO 5

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Amendment Number 8
to
Contract Number T12-PCH-738
for Secondary Transport Ethernet Services

In accordance with Provision 40 (*Authority for Modifications and Amendments*) of Contract Number T12-PCH-738 ("Contract"), this Amendment Number 8 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Frontier Communications of America, Inc. ("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	$967.00
10 Mb	$580.00
20 Mb	$1945.00
30 Mb	$2325.00
40 Mb	$2569.00
50 Mb	$2765.00
60 Mb	$2892.00
70 Mb	$3019.00
80 Mb	$3146.00
90 Mb	$3273.00
100 Mb	$3401.00
200 Mb	$3622.00
250 Mb	$3695.00
300 Mb	$3768.00
400 Mb	$3841.00
500 Mb	$3915.00
600 Mb	$4006.00
700 Mb	$4097.00
800 Mb	$4188.00
900 Mb	$4297.00
1G	$4282.00
2G	$5500.00
3G	$6500.00
4G	$7500.00

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5G	$8500.00
6G	$9500.00
7G	$10500.00
8G	$11500.00
9G	$12500.00
10G	$13500.00

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	$2,000.00	$2,700.00	$1,500.00	$8,000	$15,000
Pullman	$3,000.00	$5,000.00	$7,500.00	$14,000	$22,000
Seattle	$828.00	$1,000.00	$1,000.00	$8,000	$11,000
Spokane	$2,000.00	$2,700.00	$5,000.00	$8,000	$15,000
Vancouver	$2,000.00	$2,700.00	$5,000.00	$8,000	$15,000
Yakima	$3,000.00	$5,000.00	$7,500.00	$14,000	$22,000

All other provisions of Contract Number T12-PCH-738 shall remain in full force and effect.

This Amendment 8 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'Donnell
Print or Type Name

Assistant Director 9/22/14
Title Date

Approved
Frontier Communications of America, Inc.

DocuSigned by:
Mike Daniel
395AF10E...
Signature

Mike Daniel
Print or Type Name

VP, Commercial Sales 9/23/2014
Title Date

DocuSign Envelope ID: AFC48BC7-8CF0-4B1A-BBA9-9806955BE851

Supplemental Work Order 9
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: AFC48BC7-8CF0-4B1A-BBA9-9806955BE851

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: AFC48BC7-8CF0-4B1A-BBA9-9806955BE851

In Witness Whereof, the parties hereto, having read this SWO 9 to Contract Number T12-PCH-738 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

12/10/14

Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Mike Daniel
Signature
995AF10E864A412...

Mike Daniel

Print or Type Name

VP of Commercial SalesH

Title

12/8/2014

Date

DocuSign Envelope ID: AFC48BC7-8CF0-4B1A-BBA9-9806955BE851

Attachment 1
SWO 9
T15-RFQ-027
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DEMARC	Trunk
DFW REG4	16018 Mill Creek Blvd	Mill Creek	Olympia	100	$499.00	$47.41	$400.00	SWO 5

DocuSign Envelope ID: 1AFCE2D0-E1C8-49E9-B515-A5E1E3C11B1D

Supplemental Work Order 10
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 1AFCE2D0-E1C8-49E9-B515-A5E1E3C11B1D

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 1AFCE2D0-E1C8-49E9-B515-A5E1E3C11B1D

In Witness Whereof, the parties hereto, having read this SWO 10 to Contract Number T12-PCH-738 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
12/16/14
Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Mike Daniel
395AF10E364A412...
Signature
Mike Daniel

Print or Type Name
VP of Commercial SalesH

Title
12/15/2014
Date

DocuSign Envelope ID: 1AFCE2D0-E1C8-49E9-B515-A5E1E3C11B1D

Attachment 1
SWO 10
T15-RFQ-027
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DEMARC	Trunk
DOLC 1520	811 N Sunrise Blvd Ste D	Camano Island	Olympia	10	$353.00	$33.54	$400.00	SWO 5
DOLC 2912	819 Commercial Ave Ste B	Anacortes	Olympia	10	$353.00	$33.54	$400.00	SWO 5
DOLC 3151	14920 Hwy 99 Ste 120	Lynwood	Olympia	10	$353.00	$33.54	$400.00	SWO 5
DOLC 3146	9111 Evergreen Way	Everett	Olympia	10	$353.00	$33.54	$400.00	SWO 5
DOLC 3144	4615 196th SW Ste 150	Lynnwood	Olympia	10	$353.00	$33.54	$400.00	SWO 5
DOLC 3124	9327 4th St NE Ste 7	Lake Stevens	Olympia	10	$353.00	$33.54	$400.00	SWO 5
DOLC 3110	20631 Bothell Everett Hwy Ste H	Bothell	Olympia	10	$353.00	$33.54	$400.00	SWO 5

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Amendment Number 11
to
Contract Number T12-PCH-738
for
Secondary Transport Ethernet Services

In accordance with Provision 40 *Authority for Modifications and Amendments* of Contract T12-PCH-738, this Amendment number 11 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Frontier Communications of America, Inc. (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 T12-PCH-738, as previously amended, shall remain in full force and effect.

This Amendment 11 shall be effective as of the date signed by CTS.

Approved	**Approved**
State of Washington, Consolidated Technology Services	Frontier Communications of America, Inc.
Doug Hoffer	DocuSigned by: Mike Daniel
Signature	*Signature* 3954F10E364A412..
~~Molly O'Donnell~~ Doug Hoffer	Mike Daniel
Print or Type Name	*Print or Type Name*
Assistant Director 2/10/15	VP of Carrier Sales 1/27/2015
Title **Date**	**Title** **Date**

DocuSign Envelope ID: 43E7A4A9-B16E-4EFE-9974-78738A2BBAF3

Supplemental Work Order 14
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 43E7A4A9-B16E-4EFE-9974-78738A2BBAF3

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) no later than June 1, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS.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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 43E7A4A9-B16E-4EFE-9974-78738A2BBAF3

In Witness Whereof, the parties hereto, having read this SWO 14 to Contract Number T12-PCH-738 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 4/13/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature
EA6C74AAE7224CD...

Brian MacWhirter

Print or Type Name
Regional Sales Mana

Title
Date 4/10/2015

DocuSign Envelope ID: 43E7A4A9-B16E-4EFE-9974-78738A2BBAF3

Attachment 1
SWO 14
T15-RFQ-064
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
DOLC 3130	19677 SR 2 Ste 106	Monroe	Olympia	10	$329.00	$31.26	SWO 5

DocuSign Envelope ID: 1F892DB7-EC0C-412E-997C-0ADE018B6BAA

Supplemental Work Order 15
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 1F892DB7-EC0C-412E-997C-0ADE018B6BAA

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 1F892DB7-EC0C-412E-997C-0ADE018B6BAA

In Witness Whereof, the parties hereto, having read this SWO 15 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Doug Hoffer
Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
Date 5/8/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature
Brian MacWhirter
Print or Type Name
Regional Sales Mana
Title
Date 5/6/2015

DocuSign Envelope ID: 1F892DB7-EC0C-412E-997C-0ADE018B6BAA

Attachment 1
SWO 15
T15-RFQ-067
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
DSHS 3010	19705 State Route 2	Monroe	Olympia	10	$319.00	$30.31	SWO 5

DocuSign Envelope ID: CC2C8B70-5163-41DD-A83A-0452730BF803

Supplemental Work Order 17
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: CC2C8B70-5163-41DD-A83A-0452730BF803

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: CC2C8B70-5163-41DD-A83A-0452730BF803

In Witness Whereof, the parties hereto, having read this SWO 17 to Contract Number T12-PCH-738 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 5/18/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
EA8C71AA57224CD...
Signature

Brian MacWhirter

Print or Type Name

Regional Sales Mana

Title
Date 5/18/2015

DocuSign Envelope ID: CC2C8B70-5163-41DD-A83A-0452730BF803

Attachment 1
SWO 17
T15-RFQ-057
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
LNI Pullman	1250 Bishop Blvd SE Suite G	Pullman	Olympia	10	$299.00	$28.41	SWO 5

DocuSign Envelope ID: 6E8325D0-5012-49C9-B4E5-10E9EF7E07BE

Supplemental Work Order 18
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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 one (1) 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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 6E8325D0-5012-49C9-B4E5-10E9EF7E07BE

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 6E8325D0-5012-49C9-B4E5-10E9EF7E07BE

In Witness Whereof, the parties hereto, having read this SWO 18 to Contract Number T12-PCH-738 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 6/5/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature EA6C7AAAF7224CD...

Brian MacWhirter
Print or Type Name

Regional Sales Mana
Title
Date 6/3/2015

DocuSign Envelope ID: 6E8325D0-5012-49C9-B4E5-10E9EF7E07BE

Attachment 1
SWO 18
T15-RFQ-070
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
ESD 3104	3201 Smith Ave Suite 320	Everett	Olympia	10	$319.00	$30.31	SWO 5

Supplemental Work Order 16
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 3EC9650A-D64D-466A-BB0C-7648FCE22CD2

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: [illegible]

In Witness Whereof, the parties hereto, having read this SWO 16 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Doug Hoffer

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date 6/19/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
EA6C74AAF7224CD...

Signature
Brian.MacWhirter

Print or Type Name
Regional Sales Mana

Title
Date 5/13/2015

DocuSign Envelope ID: 3EC9630A-D64D-468A-BB0C-7648FCE22CD2

Attachment 1
SWO 16
T16-RFQ-057
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
DOLC 3730	5621 3rd Ave	Ferndale	Olympia	10	$329.00	$31.26	SWO 5

DocuSign Envelope ID: 046292DC-1D80-45BD-AC32-D6CCB8E27E3F

Supplemental Work Order 19
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 046292DC-1D80-45BD-AC32-D6CCB8E27E3F

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 046292DC-1D80-45BD-AC32-D6CCB8E27E3F

In Witness Whereof, the parties hereto, having read this SWO 19 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

MV
MZ Doug Hoffer

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date 6/19/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
FA6074AAF3224CD...

Signature
Brian MacWhirter

Print or Type Name
Regional Sales Mana

Title
Date 6/15/2015

DocuSign Envelope ID: 046292DC-1D80-45BD-AC32-D6CCB8E27E3F

Attachment 1
SWO 19
T15-RFQ-071
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
LTS DSHS 3040	953 Village Way Suite 100	Monroe	Olympia	10	$319.00	$30.31	SWO 5

DocuSign Envelope ID: EF5EDCA7-1BAA-4874-8D62-E40FEAA1BCE3

Amendment 20
for
Contract Number T12-PCH-738
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T12-PCH-738 the ("Contract"), this Amendment 20 is entered into by and between the State of Washington, Consolidated Technology Services **("CTS")** and Frontier Communications of America, Inc. ("**Vendor**").

The purpose of this Amendment is to correct Attachment 1 of SWO 16. Now, therefore, the parties agree to amend SWO 16 to reflect the change:

Attachment 1
SWO 16
T15-RFQ-061
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk
DOLC3730	1740 Labounty Dr Ste 4	Ferndale	Olympia	10	$329.00	$31.26	SWO 5

1. All other provisions of Contract T12-PCH-738, as previously amended, and SWO 16, as previously amended, shall remain in full force and effect.

This Amendment 20 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

ML
Doug Hoffer
Signature

Doug Hoffer, Assistant Director
Print or Type Name, Title

Date: 7/22/2015

Approved

Frontier Communications of America, Inc.

DocuSigned by:
Brian MacWhirter
Signature EA6C7AAAF7224CD...

Brian MacWhirter Regional Sales Mana
Print or Type Name, Title

Date: 7/9/2015

DocuSign Envelope ID: 2E8ED826-C3F4-4D37-8D04-226D3E8A4FB6

Supplemental Work Order 21
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 2E8ED826-C3F4-4D37-8D04-226D3E8A4FB6

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 2E8ED826-C3F4-4D37-8D04-226D3E8A4FB6

In Witness Whereof, the parties hereto, having read this SWO 21 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

ML
MR

Signature

Doug Hoffer

Print or Type Name

Assistant Director

Title

Date 8/3/15

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
EA6C74AAF7224CD

Signature

Brian MacWhirter

Print or Type Name

Regional Sales Mana

Title

Date 7/22/2015

DocuSign Envelope ID: 2E8ED826-C3F4-4D37-8D04-226D3E8A4FB6

Attachment 1
SWO 21
T16-RFQ-001
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Gb	MRC	Taxes	NRC	Taxes
SDC-Quincy	2200 M St NE	Quincy	532 16th Ave, Olympia	10	$2,730.00	$259.35	$1,100.00	$104.50

DocuSign Envelope ID: BA4E8A87-BA5F-422B-A9DC-29FA2D409E3D

Supplemental Work Order 22
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: BA4E8A87-BA5F-422B-A9DC-29FA2D409E3D

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: BA4E8A87-BA5F-422B-A9DC-29FA2D409E3D

In Witness Whereof, the parties hereto, having read this SWO 22 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

ML
Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date 9/18/2015

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature E46C74AAF7224CD...

Brian MacWhirter

Print or Type Name
Regional Sales Mana

Title
Date 9/14/2015

DocuSign Envelope ID: BA4E8A87-BA5F-422B-A9DC-29FA2D409E3D

Attachment 1
SWO 22
T15-RFQ-073
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Taxes	Trunk SWO
DSHS 6122	4317 6th Ave 1st Floor	Lacey	Olympia	10	$299.00	$28.41	$250.00	$23.75	5

DocuSign Envelope ID: B74C3148-3ABC-4909-BACF-2C2BCEBB9B57

Supplemental Work Order 24
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: B74C3148-3ABC-4909-BACF-2C2BCEBB9B57

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: B74C3148-3ABC-4909-BACF-2C2BCEBB9B57

In Witness Whereof, the parties hereto, having read this SWO 24 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Doug Hoffer
Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
10/13/2015
Date

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
EA8C74AAF7224CD...
Signature
Brian MacWhirter
Print or Type Name
Regional Sales Mana
Title
Date 10/6/2015

DocuSign Envelope ID: B74C3148-3ABC-4909-BACF-2C2BCEBB9B57

Attachment 1
SWO 24
T16-RFQ-013
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Trunk SWO
ESD 1708	7735 178th Pl NE Ste C	Redmond	Olympia	10	$299.00	$28.41	$0.00	5

DocuSign Envelope ID: 088981F8-D2B0-48C0-9EED-B966DA46B86F

Supplemental Work Order 26
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 26 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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 one (1) 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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 088981F8-D2B0-48C0-9EED-B966DA46B86F

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 088981F8-D2B0-48C0-9EED-B966DA46B86F

In Witness Whereof, the parties hereto, having read this SWO 26 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

ML

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date 1/4/16

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature FA6C74AAF7224CD...

Brian MacWhirter

Print or Type Name
Regional Sales Mana

Title
Date 12/29/2015

DocuSign Envelope ID: 088981F8-D2B0-48C0-9EED-B966DA46B86F

Attachment 1
SWO 26
T16-RFQ-020
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Trunk SWO
DEL1000	1000 SE Everett Mall Way	Everett	Olympia	10	$308.00	$29.26	$0.00	5

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Supplemental Work Order 27
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 27 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: BDD324DF-DC57-4747-A309-0BF5559AAC9F

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: BDD324DF-DC57-4747-A309-0BF5559AAC9F

In Witness Whereof, the parties hereto, having read this SWO 27 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

ML
mz

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date 1/4/16

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
Signature EA8C74AAF7224CD...

Brian MacWhirter
Print or Type Name

Regional Sales Mana
Title
Date 12/29/2015

DocuSign Envelope ID: BDD324DF-DC57-4747-A309-0BF5559AAC9F

Attachment 1
SWO 27
T16-RFQ-020
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Trunk SWO
ESD1501	265 NE Kettle St Ste 102	Oak Harbor	Olympia	10	$298.00	$28.31	$0.00	5

DocuSign Envelope ID: C30C0E0B-165A-4B22-A6BC-D82DC2937AD2

Supplemental Work Order 28
To
Contract T12-PCH-738
For
Secondary Transport Ethernet Services

This Supplemental Work Order 28 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: C30C0E0B-165A-4B22-A6BC-D82DC2937AD2

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

In Witness Whereof, the parties hereto, having read this SWO 28 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved	**Approved**
State of Washington Consolidated Technology Services	Frontier Communications of America, Inc. (Frontier)
ML Doug Hoffer	DocuSigned by: Brian MacWhirter EA6C74AAF7224CD...
Signature **Doug Hoffer**	Signature Brian MacWhirter
Print or Type Name Assistant Director	Print or Type Name Regional Sales Mana
Title Date 1/4/16	Title Date 12/29/2015

DocuSign Envelope ID: C30C0E0B-165A-4B22-A6BC-D82DC2937AD2

Attachment 1
SWO 28
T16-RFQ-020
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Trunk SWO
ESD3101	17150 W Main St Ste B	Monroe	Olympia	10	$298.00	$28.31	$0.00	5
ESD3110	18009 Highway 99 Ste A	Lynnwood	Olympia	10	$298.00	$28.31	$0.00	5

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Supplemental Work Order 25
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 17F4D293-D25B-4998-B810-301C112C64DB

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

In Witness Whereof, the parties hereto, having read this SWO 25 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved	**Approved**
State of Washington Consolidated Technology Services	Frontier Communications of America, Inc. (Frontier)
ML MZ Doug Hoffer	DocuSigned by: Brian MacWhirter EA6C74AAF7224CD...
Signature **Doug Hoffer**	Signature Brian MacWhirter
Print or Type Name Assistant Director	Print or Type Name Regional Sales Mana
Title Date 1/11/16	Title Date 12/23/2015

DocuSign Envelope ID: 17F4D293-D25B-4998-B810-301C112C64DB

Attachment 1
SWO 25
T16-RFQ-019
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Trunk SWO
CNTY0301	7320 W. Quinalt Ave,	Kennewick	Olympia	100	$619	$58.81	$0.00	5

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Amendment Number 29
to
Contract Number T12-PCH-738
for
Secondary Transport Ethernet Services

In accordance with Provision 40 *Authority for Modifications and Amendments* of Contract T12-PCH-738, this Amendment number 29 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Frontier Communications of America, Inc. (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 T12-PCH-738, as previously amended, shall remain in full force and effect.

This Amendment 29 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

ML
M2 Doug Huff
Signature

DOUG HUFFER
Print or Type Name

ASSISTANT DIRECTOR 2/3/16
Title **Date**

Approved

Frontier Communications of America, Inc.

DocuSigned by:
Brian MacWhirter
EA8C7AAAF7224CD...
Signature

Brian MacWhirter
Print or Type Name

Regional Sales Mana 1/29/2016
Title **Date**

DocuSign Envelope ID: 0EE488BD-F479-4E4B-9E3F-3735AFD67EC0

Amendment Number 31
to
Contract Number T12-PCH-738
for Secondary Transport Ethernet Services

In accordance with Provision 40 (*Authority for Modifications and Amendments*) of Contract Number T12-PCH-738 ("Contract"), this Amendment Number 31 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Frontier Communications of America, Inc. ("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	$967.00
10 Mb	$580.00
20 Mb	$1945.00
30 Mb	$2325.00
40 Mb	$2569.00
50 Mb	$2765.00
60 Mb	$2892.00
70 Mb	$3019.00
80 Mb	$3146.00
90 Mb	$3273.00
100 Mb	$3401.00
200 Mb	$3622.00
250 Mb	$3695.00
300 Mb	$3768.00
400 Mb	$3841.00
500 Mb	$3915.00
600 Mb	$4006.00
700 Mb	$4097.00
800 Mb	$4188.00
900 Mb	$4297.00
1G	$4282.00
2G	$5500.00
3G	$6500.00
4G	$7500.00

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5G	$8500.00
6G	$9500.00
7G	$10500.00
8G	$11500.00
9G	$12500.00
10G	$13500.00

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	$2,000.00	$2,700.00	$0.00	$8,000.00	$15,000.00
Seattle	$828.00	$1,000.00	$1,000.00	$8,000.00	$11,000.00
Spokane	$2,000.00	$2,700.00	$5,000.00	$8,000.00	$15,000.00
Yakima	$3,000.00	$5,000.00	$7,500.00	$14,000.00	$22,000.00

All other provisions of Contract Number T12-PCH-738 shall remain in full force and effect.

This amendment 31 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

ML
mm

Heidi Grathers
Signature

Heidi GrathersS
Print or Type Name

3/1/2016
Title Date

Approved
Frontier Communications of America, Inc.

DocuSigned by:
Brian MacWhirter
EA6C74AAF7224CD...
Signature

Brian MacWhirter
Print or Type Name

Regional Sales Mana 2/29/2016
Title Date

DocuSign Envelope ID: 2A379D4A-E7DA-4460-8591-5F926AFA6D90

Supplemental Work Order 30
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

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5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 2A379D4A-E7DA-4460-8591-5F926AFA6D90

In Witness Whereof, the parties hereto, having read this SWO 30 to Contract Number T12-PCH-738 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 3/1/2016

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
EA6G74AAF7224CD...

Signature

Brian MacWhirter

Print or Type Name

Regional Sales Mana

Title

Date 2/25/2016

DocuSign Envelope ID: 2A379D4A-E7DA-4460-8591-5F926AFA6D90

Attachment 1
SWO 30
T16-RFQ-144
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Trunk SWO
CNTY1001	350 East Delaware Ave	Republic	Olympia	100	$756.00	$71.82	$0.00	5

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Supplemental Work Order 32
To
Contract T12-PCH-738
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 *Frontier Communications of America, Inc.(Frontier)* ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-738 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 T12-PCH-738

"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, at all times during the Term of this SWO, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

DocuSign Envelope ID: 61B1977A-E98E-41EB-BE15-6076B70DB897

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 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.

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 0% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 0% of the monthly recurring charges times the number of months remaining in the Term of this SOW 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

To be determined upon order.

10. SNMP Access

To be determined upon order.

11. Traffic Graphs

To be determined upon order.

DocuSign Envelope ID: 61B1977A-E98E-41EB-BE15-6076B70DB897

In Witness Whereof, the parties hereto, having read this SWO 32 to Contract Number T12-PCH-738 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

MC

Signature

Doug Hoffer

Print or Type Name

Assistant Director

Title

Date 3/7/2016

Approved

Frontier Communications of America, Inc.
(Frontier)

DocuSigned by:
Brian MacWhirter
FA6C74AAF7224CD...

Signature

Brian MacWhirter

Print or Type Name

Regional Sales Mana

Title

Date 3/1/2016

DocuSign Envelope ID: 61B1977A-E98E-41EB-BE15-6076B70DB897

Attachment 1
SWO 32
Secondary Ethernet Site List
Frontier Communications of America, Inc.

Site	Address	Location	CTS Node	Gb	MRC	NRC
State Data Center	532 16th Ave	Olympia	Olympia	1	$0	$0