

**Contract Number T11-PCH-529**

**for**

**Secondary Transport Ethernet Services**

**between**

**The Department of Information Services**

**and**

**Qwest Communications Company, LLC**

**Effective Date:** January 12, 2011

# Table of Contents

1. Definition of Terms ..... 1

## Contract Term

2. Term ..... 4  
3. Survivorship ..... 4

## Pricing, Invoice And Payment

4. Pricing ..... 5  
5. Tariffs ..... 5  
6. Advance Payment Prohibited ..... 6  
7. Taxes ..... 6  
8. Invoice and Payment ..... 6  
9. Overpayments to Contractor ..... 8

## Contractor's Responsibilities

10. Transition Planning ..... 8  
11. Contractor Implementation and Installation Requirements ..... 8  
12. Service Availability ..... 9  
13. Service Performance ..... 9  
14. Service Latency ..... 9  
15. Packet Loss ..... 9  
16. Metro Optical Ethernet Service Level Agreement ..... 9  
17. Service Interface & Termination Requirements ..... 9  
18. Equipment Space and Power ..... 10  
19. Wiring Beyond the D-mark ..... 10  
20. Ethernet Standards ..... 10  
21. VLAN ..... 10  
22. Marking of Traffic ..... 10  
23. Service Reports ..... 10  
24. Service Repair and Trouble Reporting ..... 11  
25. Service Maintenance ..... 11  
26. Credit for Service Outages ..... 11  
27. Circuit Administration ..... 12  
28. Service Installation ..... 12  
29. RFP Mandatory Requirements ..... 12  
30. Supplemental Work Order ..... 12  
31. Site Security ..... 12  
32. Acceptance Testing ..... 13  
33. Contractor Commitments, Warranties and Representations ..... 13  
34. Protection of Purchaser's Confidential Information ..... 13



# Table of Contents, cont'd

## Purchaser's Authority and Responsibilities

35.	Purchaser Use of Contract .....	14
-----	---------------------------------	----

## Contract Administration

36.	Legal Notices.....	14
37.	Contractor Account Manager .....	15
38.	Contractor Project Manager.....	15
39.	Section Headings, Incorporated Documents and Order of Precedence.....	15
40.	Entire Agreement.....	16
41.	Authority for Modifications and Amendments .....	16
42.	Additional Services .....	16
43.	Independent Status of Contractor .....	17
44.	Governing Law .....	17
45.	Rule of Construction as to Ambiguities .....	17
46.	Subcontractors .....	17
47.	Assignment.....	17
48.	Publicity.....	18
49.	Review of Contractor's Records.....	18

## General Provisions

50.	Patent and Copyright Indemnification.....	19
51.	Save Harmless .....	19
52.	Insurance.....	20
53.	Industrial Insurance Coverage .....	21
54.	Licensing Standards.....	21
55.	Antitrust Violations .....	21
56.	Compliance with Civil Rights Laws.....	21
57.	Severability.....	21
58.	Waiver .....	21
59.	Treatment of Assets.....	22
60.	Contractor's Proprietary Information .....	22

## Disputes and Remedies

61.	Disputes .....	22
62.	Attorneys' Fees and Costs.....	23
63.	Non-Exclusive Remedies .....	23
64.	Failure to Perform.....	23
65.	Limitation of Liability .....	23

## Contract Termination

66.	Termination for Default.....	24
67.	Termination for Withdrawal of Authority .....	25
68.	Termination for Non-Allocation of Funds.....	26

## Table of Contents, cont'd

69.	Termination for Conflict of Interest .....	26
70.	Termination Procedure .....	26
71.	Covenant Against Contingent Fees .....	27

### Contract Execution

72.	Authority to Bind.....	27
73.	Counterparts .....	28
74.	Facsimile Execution .....	28

### Schedules

<b>Schedule A:</b>	<i>Authorized Product and Price List</i>
<b>Schedule B:</b>	<i>Supplemental Work Order Template</i>
<b>Schedule C:</b>	<i>Escalation Procedures</i>
<b>Schedule D:</b>	<i>Authorized Purchasers</i>

### Exhibits

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

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

**CONTRACT NUMBER T11-PCH-529**

**for**

**Secondary Transport Ethernet Services**

**PARTIES**

This Contract ("Contract") is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "DIS"), and **Qwest Communications Company, LLC** for itself and as agent for its Affiliates, licensed to conduct business in the state of Washington, (hereinafter "Contractor" or "Qwest") for the provisioning of Secondary Transport Ethernet Services to the State. References to "Contractor" are applicable to Qwest Corporation ("QC") and Qwest Communications Company, LLC ("QCC"). If Qwest Corporation Services are included in this Contract, QCC is signing on behalf of QC for those Services.

**RECITALS**

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

Qwest Communications Company, LLC submitted a timely Response to DIS' RFP (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified Qwest Communications Company, LLC as an apparently successful Vendor.

DIS has determined that entering into a Contract with Qwest Communications Company, LLC will meet the State's needs and will be in the State's best interest.

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

This Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar 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 Services passed Acceptance Testing and shall be formalized in a written notice from Purchaser to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

**"Acceptance Date"** shall mean the date on which the Purchaser accepts delivery of the Service.

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

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

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

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

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

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

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

**“Delivery Date”** shall mean the date Contractor notifies Purchaser that Service is available for use.

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

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

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

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

**“Ethernet Transport Services” or “Services”** 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.

**“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.

**“Minimum Service Commitment”** shall mean the minimum twelve (12) month period in which Purchaser agrees to keep a new circuit in service.

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

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

**“Out of Service Condition”** shall mean the inability to pass reliable data on any transport path due to excessive latency or FCS (frame check sequence) errors in accordance with Sections 14 and 15 of this Contract.

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

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

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

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

**"Purchaser Manager"** shall mean the person designated by Purchaser who is assigned as the primary contact person whom Contractor's Account Manager shall work with for the duration of this Contract and as further defined in the section titled **Purchaser Project Manager**.

**"Purchaser Contract Administrator"** shall mean that person designated by DIS to administer this Contract on behalf of DIS.

**"Purchaser Contracting Officer"** shall mean the Purchaser's officer with signature authority, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

**“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 Service Rates and Trunk Charges*”** shall mean the attachment to this Contract that identifies the authorized Services and Rates and Trunk Charges available under this Contract.

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

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

**“Site Agreement”** shall mean a separate statement of specific sites and prices for the work under a SWO. Except as otherwise provided in an individual Site Agreement, all terms and conditions applicable to the SWO shall apply to any related Site Agreement.

**“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.

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

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

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

## **Contract Term**

### **2. Term**

- 2.1. This Contract’s initial term shall be approximately three and one half (3.5) years, commencing upon the Effective Date and expiring on June 30, 2014.
- 2.2. This Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at DIS’ option and shall be mutually agreed upon in writing not less than thirty (30) calendar days prior to the expiration of the then-current term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.
- 2.3. Term of Supplemental Work Order (SWO). The term of any SWO executed pursuant to this Contract shall be set forth in the SWO. The service term indicated in any SWO shall survive the expiration of the contract. The SWO may be terminated in accordance with the termination sections of this Contract or as agreed between the parties. The term of a Site Agreement executed pursuant to this Contract and SWO shall be set forth in the Site Agreement. The service term indicated in any site agreement shall survive the expiration of the contract. Any site agreement 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, for the Term of the Contract, the Services to Purchasers at the rates not to exceed those set forth in the *Authorized Service Rates and Trunk Charges* attached as Schedule A to this Contract. Service rates and trunk charges 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. Contractor's Service Provider Identification Numbers (SPIN) are QC: 143005231; QCC: 143001157.

### **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.
- 5.2. If necessary, Contractor shall make any initial filing required to implement the contract within ten (10) business days 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 DIS shall have the right partially or entirely to terminate the contract without liability.
- 5.3. DIS shall have access to Contractor's current tariffs which pertain to the provision of the Service described herein at the following URL:  
[http://tariffs.qwest.com:8000/Q\\_Tariffs/index.htm](http://tariffs.qwest.com:8000/Q_Tariffs/index.htm).
- 5.4. 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 immediately develop a proposal that provides comparable service to DIS at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. 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 ten (10) days of any such event, the DIS will have the right partially or entirely to terminate the contract without liability.
- 5.5. Qwest Metro Optical Ethernet solution is also subject to the specifications in Tech Pub 77411 located at <http://www.qwest.com/techpub/77411/77411.pdf>

**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 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 on a monthly basis, properly itemized invoices to the DIS Digital Transport Services Manager at the Department of Information Services, Telecommunication Services Division, 512 12th Avenue SE, Olympia, WA 98504-2445. Invoices shall provide and itemize, as applicable:
  - Contract number T11-PCH-529 and Order Number YY-YY;
  - Contractor account number
  - Contractor circuit identifier
  - Contractor name, address, phone number, and Federal Tax Identification Number;
  - Description of Services provided;
  - Monthly Recurring Charges for Service;
  - Date(s) of delivery of Services
  - Multiplexing charges (if applicable)
  - Installation cost (if applicable)
  - Applicable taxes and fees;
  - Other applicable charges;
  - Any service credits, including without limitation Out of Service credits issued pursuant to this Contract;
  - Total invoice amount; and
  - Payment terms including any available prompt payment discounts.
- 8.2. Payments shall be due and payable within thirty (30) calendar days after receipt of properly prepared invoices.
- 8.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.



- 8.4. The DIS Contract number T11-PCH-529 and SWO number [YY-YY] must appear on all bills of lading, packages, and correspondence relating to this Contract.
- 8.5. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.
- 8.6. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or the maximum amount allowed by law. 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 Service or receipt of Contractor's properly prepared invoice, whichever is later.
- 8.7. If there are any good faith disputes related to an invoice, Purchaser may pay only the undisputed portion of the invoice on a timely basis and notify Contractor in writing of Purchaser's basis for withholding payment of the disputed amount. Upon receipt of Purchaser's dispute notice, Contractor and Purchaser agree to work together in good faith to resolve such dispute in a prompt and mutually acceptable manner. If the dispute is not resolved within ninety (90) days after Contractor's receipt of Purchaser's dispute notice, the parties shall resolve the issue pursuant to the provisions of Section 60.
- 8.8. DIS understands and agrees that Contractor supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is DIS' responsibility to ensure that DIS or Purchaser uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If DIS or Purchaser should use this Service for any other purpose, or if interstate usage exceeds 10%, it is DIS' responsibility to immediately notify Contractor of such use and to place an order for appropriate service. Contractor will bill, and DIS or Purchaser will promptly pay, appropriate monthly recurring charges, for such use of and changes to DIS' or Purchaser's telecommunications service including, but not limited to all applicable Qwest Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.
- 8.9. Subsequent orders to add new Service port(s) at a specific site will be for the remainder of the Term for that site, provided the Minimum Service Period can be met. All Service ports ordered for a specific site under a Site Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when DIS or Purchaser orders a new Service port at a specific site for a 60-month fixed period rate plan, the new Service port at that site will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Site Agreement must be signed for that site.
- 8.10. A subsequent order to change or add a Service port during the Term may be assessed an NRC.
- 8.11. A subsequent order to change Service Bandwidth during the Term may be assessed an NRC, and, the MRC may be changed to the new Service bandwidth profile charge. Purchaser may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Service Agreement.
- 8.12. DIS' or Purchaser's request for a physical move of Service to a new location may be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Service Agreement must be signed.

- 8.13. For the physical move of a Purchaser's existing Service to a location within the same building, Contractor may charge actual costs to Purchaser. Contractor shall provide a written estimated cost to Purchaser for prior review and approval prior to the service being moved. If Purchaser does not want to move forward with the move based on the estimated cost then Customer may install the infrastructure within the building to accommodate the move. In all cases, there shall be no changes to the Minimum Service Period, unless mutually agreed to in writing.

## **9. Overpayments to Contractor**

Contractor shall apply as credit to Purchaser's impacted account the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days written notice. Credit shall be effective on the next applicable billing period. For overpayments or erroneous payments that would otherwise require the issuance of credits after the termination of affected services under this Contract, Contractor shall refund to Purchaser the full amount in the form of a check.

## **Contractor's Responsibilities**

### **10. Transition Planning**

For those Purchasers receiving Services from Contractor at the same existing locations pursuant to other DIS-administered contracts in place prior to the Effective Date of this Contract, Contractor agrees, at the sole option of DIS, to provide Services pursuant to the terms and subject to the conditions of this Contract upon Purchaser's request, without assessing any transition or termination penalty or obligation on behalf of Purchasers as long as the term of service under this Contract ends at the same or later date than the term of service under the other DIS administered contract.

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

#### **11.1. Notifications**

Contractor must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site. If local contact is unavailable or unresponsive, Contractor may arrive on site to conduct installation activities.

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

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

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

#### **11.3. Acquisition of Permits**

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

#### **11.4. 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.

### 11.5. Funding

Service provided herein is subject to network infrastructure availability and may require the expenditure of Contractor capital funds ("Funding") to provide Service to DIS. If a location requires Funding, Contractor will only provide Service if Funding has been approved. Such approval will be granted at the sole discretion of Contractor. In the event the required Funding is not approved, Contractor agrees to cooperate with DIS in good faith to develop an alternative service solution.

### 12. Service Availability

Service must be available twenty-four (24) hours per day, three hundred sixty five (365) calendar days per year.

### 13. Service Performance

Service must perform at a minimum ninety-nine point nine percent (99.90%) of the time during a calendar month.

### 14. Service Latency

Five (5) minute average end-to-end packet latency must be < 15 milliseconds. End-to-end, for the purposes of this Section, 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. Metro Optical Ethernet Service Level Agreement

QMOE Services provided by Contractor under this Contract are subject to the Metro Optical Ethernet Service Level Agreement at <http://www.qwest.com/legal/sla.html>

### 17. 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. In the event that Subcontractor is unable to provide rate limiting/bandwidth metering at a Purchaser location, Contractor shall note as such in the price quote for service to that location as well as any resulting SWO or Site Agreement. Purchaser may elect to waive the requirement for rate limiting/bandwidth metering on a per site basis.

#### 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 DIS Node site connectivity requirements

All DIS 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 at Customer request if there are two or more aggregation circuits at a node site.

**18. 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 (UPS) capable of providing at least 4 hours of backup power and use this to power their equipment. Purchaser may request Contractor utilize Purchaser owned UPS whereby Purchaser would sign a Power Waiver indicating as such.

**19. Wiring Beyond the D-mark**

If Purchaser requests wiring beyond the d-mark, Contractor is responsible for installing the extension. Purchaser is responsible for all costs associated with wiring beyond the d-mark including any work done by a subcontractor.

Contractor shall include the costs associated with wiring beyond the D-mark in the installation and/or service charges quoted to Purchaser.

**20. 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.

**21. VLAN**

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

**22. Marking of Traffic**

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

**23. Service Reports**

### 23.1 Trouble Logs

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

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

### 23.2 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.

## 24. Service Repair and Trouble Reporting

### 24.1 Response to Trouble Reports

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

### 24.2 Toll-Free Trouble Reporting Number

Contractor must provide a toll-free trouble reporting number.

### 24.3 Trouble Reporting

For all service problems the Contractor must provide periodic status report (type of problem, estimated time to repair, Contractor 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.

### 24.4 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.

### 24.5 Error Statistics Reporting

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

## 25. Service Maintenance

### 25.1 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.

### 25.2 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.

## 26. Credit for Service Outages

In the event of an Out of Service Condition, as defined in the Definitions section , where Contractor fails to restore Service to full capability within one hour 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 5% discount on the Purchaser's monthly bill for the affected transport path(s) for each Out of Service occurrence.

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).

**27. Circuit Administration**

The Ethernet circuits shall be administered by Purchaser.

**28. Service Installation**

Contractor must agree to have the service installed, tested and ready for DIS' acceptance at the sites on or before forty five (45) days, where facilities already exist, and wiring beyond the demarcation is not required, or ninety (90) days, where facilities do not exist, from the placement of an order. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the services described. Contractor must notify end user customers of scheduled installations prior to arrival at the site. Contractor must notify the DIS Network Control Center (NCC) when testing/completing installation of service.

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

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

**29. RFP Mandatory Requirements**

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

**30. Supplemental Work Order**

30.1. All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SWO or site agreement established between Purchaser and Contractor.

30.2. The terms and conditions of any SWO/site agreement cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail, with the exception of the individual term of service of any SWO or site agreement.

30.3. 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 DIS Contract Administrator of the need for additional time. No work shall be performed by Contractor until a SWO is executed by Contractor and Purchaser and is received by Contractor.

**31. Site Security**

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

### **32. Acceptance Testing**

Contractor will notify Purchaser of the Service Installation Date on which Service is available for use and ready for acceptance. The evaluation and acceptance of the Services will be conducted by Purchaser network technicians and management and requires thirty (30) days of continuous service from such Service Installation Date and will be restarted after every failure. For services provided by Subcontractor, billing will commence upon the Service Installation Date. If service is not accepted by Purchaser, then credit will be issued against previously billed charges for the period in which Service was not available. For Services provided by Contractor, billing will commence at the end of the 30-day acceptance period. In the event Purchaser is unable or unwilling to accept Contractor-provided Service after the 30-day acceptance period Contractor will commence with regular monthly billing for the subject Service unless Purchaser cancels Service. If, for reasons other than Default by Contractor, Purchaser cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service by the end of the acceptance period and Contractor cancels the Service, the Tariff cancellation charges may apply.

The occurrence of three (3) "Out of Service" Occurrences as defined in the Definitions section will constitute grounds for immediate termination of the Contract, SWO or site agreement, which shall be exercisable at DIS' sole option. This provision does not apply to Services that are already in existence under other existing agreements between the State of Washington and Contractor for the Services described herein.

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

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

33.2 NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **34. Protection of Purchaser's Confidential Information**

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

- 34.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.
- 34.3. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.
- 34.4. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

## **Purchaser's Authority and Responsibilities**

### **35. Purchaser Use of Contract**

- 35.1. 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 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 Contractor experience.
- 35.2. For a project with a total cost, as identified in the Supplemental Work Order (SWO) or site agreement 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 Parties shall not execute a Supplemental Work Order for a project in excess of this amount unless this requirement has been satisfied.
- 35.3. 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.
- 35.4. Purchaser may elect to conduct formal Second Tier Competitions among contracted vendors to solicit price quotes for service to specific sites.

## **Contract Administration**

### **36. Legal Notices**

- 36.1. 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:**

Qwest Communications Company, LLC

**Attn: Legal Department**

1801 California Street, Suite 900

Denver CO 80202

Fax: 888-778-0054

With Copy to:

Wendy Rawlings

512 12<sup>th</sup> Ave. S.E. Ste 400

Olympia WA 98501

**To DIS at:**

State of Washington

Department of Information Services

**Attn:** Contract Administrator

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

PO Box 42445

Olympia, WA 98504

1110 Jefferson St. S.E.

Olympia, WA 98504

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

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

36.2. 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.

36.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

**37. Contractor Account Manager**

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

Contractor Account Manager: Wendy Rawlings

Address: 512 12<sup>th</sup> Ave SE, Ste 400, Olympia, WA 98501

Phone: 360.754.5957 Fax: 360.754.3085 E-mail: [wendy.rawlings@qwest.com](mailto:wendy.rawlings@qwest.com)

**38. Contractor Project Manager**

Contractor shall assign a Contractor Project Manager for each Purchaser project. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor's activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning installation. [Purchaser will assign a single point of contact to work with Contractor Project Manager for duration of project.]

**39. Section Headings, Incorporated Documents and Order of Precedence**

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

- 39.2. 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;
  - DIS' RFP (Exhibit A);
  - Contractor's Response to DIS' RFP (Exhibit B);
  - Any Supplemental Work Orders or site agreements
- 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.
- 39.3. 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, applicable Tariffs and regulations;
  - Sections of this Contract;
  - Any Supplemental Work Orders or site agreements
  - Schedules A, B, C and D;
  - Contractor's Response to DIS' RFP (Exhibit B);
  - DIS' RFP (Exhibit A);
- 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.

**40. 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.

**41. Authority for Modifications and Amendments**

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

**42. Additional Services**

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

**43. 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).

**44. 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.

**45. 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.

**46. Subcontractors**

Contractor may, with prior written permission from DIS, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Purchaser for any breach in the performance of Contractor's duties. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor. Contractor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employees, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information**, and sections of this Contract occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Publicity and Review of Contractor's Records** sections of this Contract shall apply to all Subcontractors.

**47. Assignment**

- 47.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- 47.2. DIS may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

- 47.3. Notwithstanding the above, either party may assign this Contract without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an Affiliate; or (d) to satisfy a regulatory requirement imposed upon a party by a governmental body with appropriate authority; provided such party gives the other party 30 days' prior written notice of such assignment. Any other assignment will require the prior written consent of the other party.

#### **48. Publicity**

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

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

- 49.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to, 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 each payment under 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.
- 49.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to either party. During this Contract's term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located.
- 49.3. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
- 49.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

## General Provisions

### 50. Patent and Copyright Indemnification

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

Promptly notifies Contractor in writing of the claim, but DIS' or Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and

Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations, and

Cooperates with Contractor in a reasonable way to facilitate the settlement or defense; and provided that the action does not arise from modifications made by a party other than Contractor, or from incorrect use of or combinations of products or Services provided by Contractor with other products or services or transmission of customer-supplied content, data, or other information that gives rise to the claim.

50.2 If such claim has occurred, or in Contractor's opinion is likely to occur, DIS and Purchaser agree to permit Contractor, at its option and expense, to procure the right to continue using the Service or to replace or modify the same so that they become noninfringing and functionally equivalent.

Contractor's obligation to defend such an infringement claim will not apply to systems, services, equipment or software not provided by Contractor, including any local exchange carrier or other service provider, notwithstanding that such provider is engaged on DIS and Purchaser's behalf by Contractor. Customer is entitled to indemnification for infringement claims arising from the use of Services provided under this Contract by Northwest Open Access Networks ("NoaNet") by NoaNet. This subsection does not apply to any CPE supplied by Contractor or its affiliates.

THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF DIS AND PURCHASER, AND THE ENTIRE OBLIGATION AND LIABILITY OF CONTRACTOR, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

### 51. Save Harmless

Contractor shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor's obligation to defend, indemnify, and save DIS and Purchaser harmless shall be eliminated or reduced by any actual concurrent DIS or Purchaser negligence.

## 52. Insurance

- 52.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS within ten (10) Business Day of Contractor's receipt of such notice, but only when there is a lapse in coverage. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.
- 52.2. The minimum acceptable limits shall be as indicated below, for each of the following categories:
- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million 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 coverage of not less than \$1 million per occurrence/\$2 million general aggregate.
- 52.3. Contractor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Contractor shall provide a copy of the policy's blanket additional insured endorsement(s) designating DIS as an additional named insured. The certificate of insurance shall also reference this Contract number T11-PCH-529. Contractor shall provide written notice to DIS within ten (10) Business Day of Contractor's receipt of any cancellation, non-renewal, revocation or other termination of insurance coverage required by this Contract but only when there is a lapse in coverage..
- 52.4. All insurance provided by Contractor for the actions of Contractor and for those for whom Contractor is responsible 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.
- 52.5. 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 appropriate to the work performed. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 52.6. Contractor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with

each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS sole option, result in this Contract's termination.

52.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DIS in this Contract.

### **53. Industrial Insurance Coverage**

Prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

### **54. 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.)

### **55. 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.

### **56. 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.

### **57. 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.

### **58. 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.

## **59. Treatment of Assets**

- 59.1. Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchaser.
- 59.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.
- 59.3. 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.
- 59.4. 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.
- 59.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.
- 59.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

## **60. Contractor's Proprietary Information**

Contractor acknowledges that DIS and Purchaser are subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.17 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, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

## **Disputes and Remedies**

### **61. Disputes**

- 61.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 61.2. 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. Both parties agree to be bound by the determination of the Dispute Resolution Panel.

- 61.3. 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.
- 61.4. 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.
- 61.5. 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.

## **62. Attorneys' Fees and Costs**

- 62.1 If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.
- 62.2 In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

## **63. Non-Exclusive Remedies**

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

## **64. Failure to Perform**

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

## **65. Limitation of Liability**

- 65.1. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a patent,

copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **OSHA/WISHA, Termination for Default, and Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.

- 65.2. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, fiber or cable cuts not caused by Contractor, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.
- 65.3. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.
- 65.4. Neither Contractor, DIS nor Purchaser shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

## **Contract Termination**

### **66. Termination for Default**

- 66.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor's failure or violation is not so corrected, this Contract may be terminated immediately by written notice from DIS to Contractor, or a Supplemental Work Order/site agreement may be terminated by written notice to Contractor from Purchaser.
- 66.2. In the event of termination of a Supplemental Work Order, site agreement, or this Contract by DIS, Purchaser or DIS 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 damages, including, but not limited to: (i) the cost difference between the original Contract/SWO/site agreement 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 SWO, site agreement, or Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other direct costs to Purchaser or DIS resulting from Contractor's breach. DIS and Purchasers shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe DIS or Purchasers for Contractor's default. Amounts paid to Purchaser

pursuant to this Section shall in no event exceed the total amounts paid to Contractor for the affected Services during the preceding six (6) months.

- 66.3. If either DIS or Purchaser violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser's Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Contract may be terminated by written notice from Contractor to DIS.
- 66.4. 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.
- 66.5. Purchaser will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Contract is terminated either by Contractor for Default or by DIS or Purchaser for any reason other than Default, then Purchaser will also be liable for any termination charges ("Termination Charge").
- 66.6. Prior to the conclusion of the Term, if Service is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by Contractor for Default or by Purchaser for any reason other than Default, then Purchaser will also be liable for and pay Contractor the following Termination Charge:
  - (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
  - (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus
  - (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.

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

- 67.1. In the event that DIS or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract or any Order and prior to normal completion, DIS may terminate this Contract, or a Purchaser may terminate its Order(s), by thirty (30) Business Days written notice to Contractor. No Termination Charge shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If this Contract is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.
- 67.2. In the event that DIS' end user customer's authority to perform any of their duties related to receiving services from DIS through this contract is withdrawn, reduced, or limited in any way after the commencement of a SWO and prior to normal completion, DIS may terminate or amend SWO(s) or individual circuits in Service under this Contract and its associated SWO(s) without Termination Charges upon thirty (30) days prior written notice.

This section shall not be construed to permit DIS or its end user customer to terminate SWO(s) in order to acquire similar Services from a third party. If a SWO is terminated pursuant to this Section, DIS is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.

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

- 68.1. If funds are not allocated to DIS or Purchaser to continue this Contract or Order in any future period, DIS may terminate this Contract or individual circuits in service under this Contract by thirty (30) Business Days written notice to Contractor. DIS or Purchasers will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No Termination Charge shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Services from a third party. If a circuit is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.
- 68.2. If funds are not allocated to DIS' end user customer to continue with Service under SWO(s) associated with this Contract in any future period, DIS may amend or terminate the applicable SWO(s) or individual circuits in Service 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 Contractor in writing of such non-allocation at the earliest possible time. No Termination Charge shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit DIS or its end user customer to terminate SWO(s) in order to acquire similar Services from a third party. If a SWO is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for charges accrued but unpaid prior to the effective date of termination.

#### **69. Termination for Conflict of Interest**

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

#### **70. Termination Procedure**

- 70.1. In addition to the procedures set forth below, if DIS terminates this Contract, Contractor shall follow any procedures DIS specifies in DIS' Notice of Termination.
- 70.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines

reasonably and in good faith to be necessary to protect Purchaser from loss or liability caused by Contractor's willful or negligent acts or omissions.

- 70.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within thirty (30) calendar days of notice of the amounts due. If Contractor fails to make timely payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.
- 70.4. Waiver of Termination Charge

Termination Charges will be waived when all of the following conditions are met: (a) Purchaser discontinues Service(s) and signs a new service agreement(s) for other service(s) provided by Contractor; (b) the new service agreement(s) has a total value equal to or greater than 100% of the remaining prorated value of the terminated Service(s) (excluding any special construction charges, applicable NRCs, or previously billed but unpaid MRCs and/or NRCs), (c) Customer places the orders to discontinue the Service and establish New Service at the same time; (d) a new minimum service period goes into effect when the new service agreement term begins, and (e) the New Service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by Qwest. "New Service" is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

For Services provided by the Subcontractor, NoaNet, local loop termination charges will apply unless the providing NoaNet member waives termination charges.

## **71. Covenant Against Contingent Fees**

- 71.1. Contractor warrants 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.
- 71.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

## **Contract Execution**

### **72. Authority to Bind**

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

**73. 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.

**74. Facsimile Execution**

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

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

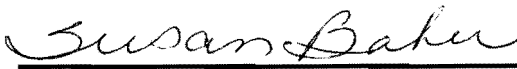
**Approved**

State of Washington  
Department of Information Services

**Approved**

Qwest Communications Company, LLC. for  
itself and as agent for its Affiliates

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

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

MICHAEL MARTEL      1/12/11  
*Print or Type Name*      *Date*

Susan Baker      1/11/11  
*Print or Type Name*      *Date*

ASSISTANT DIRECTOR  
*Title*

Manager, Offer Management  
*Title*

<b>Contractor Information</b>
Contractor's UBI Number: 601475740
Minority or Woman Owned Business Enterprise
Yes _____ No <input checked="" type="checkbox"/>
(Certification Number)

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

as of January 12, 2011

for  
**Contract Number T11-PCH-529**  
with  
**Qwest Communications Company LLC**

Maximum MRC 10 Mb
<b>\$1,170.00</b>

	100 Mb Ethernet Trunk Charge MRC	1 Gig. Ethernet Trunk Charge MRC
Olympia Node	\$1,500.00	\$6,800.00
Seattle Node	\$1,500.00	\$6,800.00
Spokane Node	\$1,500.00	\$6,800.00
Vancouver Node	\$1,500.00	\$6,800.00
Yakima Node	\$1,500.00	\$6,800.00
Pullman Node	\$1,500.00	\$6,800.00

# Schedule B

## Supplemental Work Order Template

This Supplemental Work Order YY-YY (SWO) is made and entered by and between the State of Washington, Department of Information Services (“DIS” or “Purchaser”), and *Qwest Communications Company, LLC., including its subsidiaries* (“Contractor”), pursuant to Section XX of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and DIS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

#### 2. Term:

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

#### 3. Incorporation of the Contract:

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

#### 4. Service Delivery Locations.

Contractor 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

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor agrees to provide written notification to DIS' Contract Manager and DIS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

## 6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SWO shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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

Contractor 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. Contractor is solely responsible for all access and fiber/cabling

infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO [YY-YY] to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Department of Information Services

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

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

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

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

**Approved**

**Qwest Communications Company LLC., for  
itself and as agent for its Affiliates**

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

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

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

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

# Schedule C

## *Escalation Procedures*

for  
Contract Number T11-PCH-529  
with  
Qwest Communications Company LLC

### **Escalation Procedures**

Qwest's escalation procedures are designed to ensure that the proper level of attention and resources are directed towards resolution of service problems in a timely manner. Our escalation policies and procedures allow for escalation to be invoked at any time deemed necessary.

- QMOE Repair (24 x 7): 800-227-2218
- Qwest/NoaNet Ethernet Repair (24 x 7): 866-662-6380

### ***Escalations:***

- 1st Level: Assigned Technician
- 2nd Level: Supervisor
- 3rd Level: Manager
- 4th Level: Director
- 5th Level: Vice President

Any time during this process, after a trouble ticket has been created, the assigned Service Manager can be contacted 24 x 7 to assist with the escalations.

Qwest Service Manager  
Bobby Cox  
360-754-3218 office  
253-720-4463 mobile  
[Bobby.Cox@qwest.com](mailto:Bobby.Cox@qwest.com)

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

for  
**Contract Number T11-PCH-529**  
with  
**Qwest Communications Company, LLC**

Washington State Department of Information Services;

K20 Network Connected Institutions;

Washington State Public Baccalaureate Institutions;

Washington State Community and Technical Colleges;

Washington State Public School Districts;

Washington State Educational Service Districts (ESD);

Washington State Public Library Systems;

Washington State Cities and Counties

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DSHS 4050 20415 72 <sup>nd</sup> Ave S Kent, WA 98032	DIS Olympia Node 1115 Washington St. Olympia, WA	10 Mbps	BP4B4	\$765.00	\$50.00	\$1,200.00	Y
DOCSP01 1717 W Broadway Ave Spokane, WA 99201	DIS Spokane Node 601 W. 1 <sup>st</sup> Ave Spokane, WA	10 Mbps	BP4B4	\$765.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$2,065.00 for DSHS 4050 and \$2,292 for DOCSP01 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge   **\$1,630.00**  
Total Nonrecurring Charge           **\$2,400.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington,  
Department Information Services



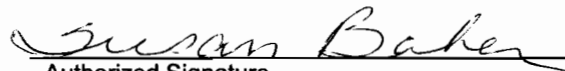
Authorized Signature

Michael Martel  
Name Typed or Printed

Telecomm Svs Div, Assistant Director  
Title

24 January 2011  
Date

**APPROVED**  
Qwest Communications Company, LLC, including its  
subsidiaries



Authorized Signature

Susan Baker  
Name Typed or Printed

Manager, Offer Management  
Title

1/19/2011  
Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires twenty-four (24) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Con- tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
ATG – WUTC 1400 Evergreen Park Dr SW Olympia, WA 98502	DIS Olympia Node 1115 Washington St. Olympia, WA	10 Mbps	BP4B2	\$600.00	\$50.00	N/A (existing)	Y

\*EZI NRC Charges are not applicable for this site.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$650.00**  
 Total Nonrecurring Charge            **\$ 0.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

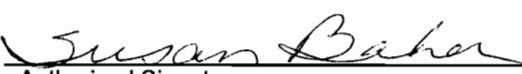
The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington,  
 Department Information Services

  
 \_\_\_\_\_  
 Authorized Signature  
 Michael Martel  
 \_\_\_\_\_  
 Name Typed or Printed

Telecomm srs Div, Assistant Director  
 \_\_\_\_\_  
 Title  
 24 January 2011  
 \_\_\_\_\_  
 Date

**APPROVED**  
 Qwest Communications Company, LLC, including its  
 subsidiaries

  
 \_\_\_\_\_  
 Authorized Signature  
 Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title  
 1/19/2011  
 \_\_\_\_\_  
 Date

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
ESD 1707/DSHS 4051 N. Seattle WS 9600 College Way, N. Seattle, WA	DIS Olympia Node 1115 Washington St. OB2 Rm 25 Olympia, WA	100 Mbps (upgrade from 10 Mbps)	BP4L4	\$1,000.00	\$50.00	\$0.00 (upgrade)	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$1,050.00**  
Total Nonrecurring Charge            **\$ 0.00 (upgrade)**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington,  
Department Information Services



Authorized Signature

Michael Martel  
Name Typed or Printed

Assistant Director  
Telecommunication Services Div.  
Title

16 February 2011  
Date

**APPROVED**  
Qwest Communications Company, LLC, including its  
subsidiaries



Authorized Signature

Susan Baker  
Name Typed or Printed

Manager, Offer Management

Title

2/7/2011  
Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection outlined in the pricing table below:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 3005 840 North Broadway Bldg B, Suite 500 Everett, WA	Seattle Node 2001 Sixth Ave. Ste 804 Seattle, WA	100 Mbps (upgrade from 10 Mbps)	NoaNet	\$1,515.00	\$1,987.50	Y
DIS/LTS 840 North Broadway Bldg B, Suite 500 Everett, WA	Seattle Node 2001 Sixth Ave. Ste 804 Seattle, WA	Second port & VLAN	NoaNet	\$125.00	\$1,170.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

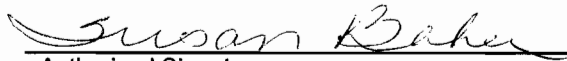
Total Monthly Recurring Charge   **\$1,640.00**  
 Total Nonrecurring Charge           **\$3,157.50**

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**State of Washington,**  
**Department Information Services**

**APPROVED**  
**Qwest Communications Company, LLC, including its**  
**subsidiaries**

Authorized Signature

Authorized Signature

MICHAEL MARTEL  
 Name Typed or Printed

Susan Baker  
 Name Typed or Printed

ASSISTANT DIRECTOR  
 Title

Manager, Offer Management  
 Title

2/18/11  
 Date

2/10/2011  
 Date



**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	EVC MRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Pierce County 3629 South D Tacoma, WA	Qwest Olympia 01 Aggregation Site	10 MB	BP4B4	\$600.00	\$0.00 (renewal)	\$50.00	Y
Spokane County 815 N. Jefferson St. Spokane, WA	Qwest Spokane Aggregation Site	10 MB	BP4B4	\$600.00	\$0.00 (renewal)	\$50.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

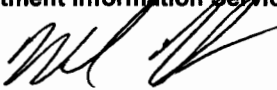
**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge   **\$1,300.00**  
Total Nonrecurring Charge           **\$ 0.00 (renewal)**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington,  
Department Information Services



Authorized Signature

**MICHAEL MARTEL**

Name Typed or Printed

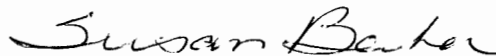
**ASSISTANT DIRECTOR**

Title

**3/10/11**

Date

**APPROVED**  
Qwest Communications Company, LLC, including its  
subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

3/4/2011

Date

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Conne- tion Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
LNI Aberdeen/DSHS 6001 415 Wishkah Ste 1B Aberdeen, WA	DIS Olympia Node 1115 Washington St. OB2 Rm 25 Olympia, WA	100 Mbps (upgrade from 10 Mbps)	NoaNet	\$832.00	\$780.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$832.00**  
Total Nonrecurring Charge            **\$780.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington,  
Department of Information Services


  
\_\_\_\_\_  
Authorized Signature

**MICHAEL MARTEL**  
\_\_\_\_\_  
Name Typed or Printed

**ASSISTANT DIRECTOR**  
\_\_\_\_\_  
Title

**3/30/11**  
\_\_\_\_\_  
Date

**APPROVED**  
Qwest Communications Company, LLC, including its  
subsidiaries

  
\_\_\_\_\_  
Authorized Signature

Susan Baker  
\_\_\_\_\_  
Name Typed or Printed

Manager, Offer Management  
\_\_\_\_\_  
Title

3/23/2011  
\_\_\_\_\_  
Date

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

**Circuit ID for location outlined below is: 04.KRFS.080426.ACSO.**

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
OB2 1115 Washington St Olympia, WA	Qwest Olympia 01 Aggregation Site	1000 Mbps (upgrade from 500 Mbps)	BP4U4	\$2,700.00	\$0.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge   **\$2,700.00**  
Total Nonrecurring Charge           **\$ 0.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington,  
Department of Information Services



Authorized Signature

**MICHAEL MARTEL**

Name Typed or Printed

**ASSISTANT DIRECTOR**

Title

**4/1/11**

Date

**APPROVED**  
Qwest Communications Company, LLC, including its  
subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

3/29/2011

Date

**Amendment Number 11-05**  
to  
**Contract Number T11-PCH-529**  
**for Ethernet Transport Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 11-05 is entered into by and between the State of Washington, Department of Information Services (DIS) and Qwest Communications Company, LLC ("Contractor").

The parties hereby agree to the following:

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

Washington State Port Districts.

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

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Department of Information Services



Signature

MICHAEL MARTEL

Print or Type Name

ASSISTANT DIRECTOR

Title

4/1/11

Date

Approved  
Qwest Communications Company,  
LLC



Signature

Susan Baker

Print or Type Name

Manager, Offer Management

Title

3/25/2011

Date

**AMENDMENT ONE  
TO THE  
QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 346610, DIS Contract Number S04-01.39, to the Supplemental Work Order 04-01 of Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:

- a) Revise the address for DSHS 4050 as outlined in the table below per the Customer's request. QC records will document the actual date of installation of the Ethernet connections at this location.

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
<b>DSHS 4050</b>  <b>Update Service address from:</b> 20415 72 <sup>nd</sup> Ave S Kent, WA  <b>Update Service address to:</b> 20425 72 <sup>nd</sup> Ave S Kent, WA	DSI Olympia Node 1115 Washington St. Olympia, WA	10 MB	BP4B4	\$765.00	\$1,200.00	Y

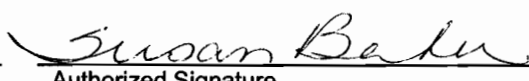
\*EZI NRC Charges of \$2,065.00 for DSHS 4050 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

- 2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this First Amendment conflict with the terms of the Site Agreement and the First Amendment (collectively referred to as the Agreement), the terms of this First Amendment shall control.
- 3. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington,  
Department of Information Services

Qwest Corporation

  
 \_\_\_\_\_  
 Authorized Signature  
**MICHAEL MARTEL**  
 \_\_\_\_\_  
 Name Typed or Printed  
**ASSISTANT DIRECTOR**  
 \_\_\_\_\_  
 Title  
**3/21/11**  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Signature  
 Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed  
 Manager, Offer Management  
 \_\_\_\_\_  
 Title  
 3/11/2011  
 \_\_\_\_\_  
 Date

**AMENDMENT TWO  
TO THE  
QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This Second Amendment (this "Second Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 346610, of Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this Second Amendment is to supplement and amend the Site Agreement as follows:
  - a) The Service provided at DSHS 4050 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at this location.

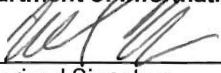
Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 4050 20425 72 <sup>nd</sup> Ave S Kent, WA	DSI Olympia Node 1115 Washington St. Olympia, WA	10 MB	BP4B4	\$765.00	\$50.00	\$1,200.00	Y

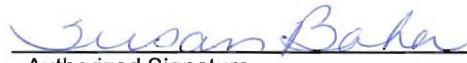
\*EZI NRC Charges of \$2,065.00 for DSHS 4050 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

2. Except as expressly modified by this Second Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this Second Amendment conflict with the terms of the Site Agreement and the First Amendment (collectively referred to as the Agreement), the terms of this Second Amendment shall control.
3. The Site Agreement and the First Amendment and this Second Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**State of Washington,  
Department of Information Services**

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature  
MICHAEL MARTEL  
\_\_\_\_\_  
Name Typed or Printed  
ASSISTANT DIRECTOR  
\_\_\_\_\_  
Title  
4/6/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature  
Susan Baker  
\_\_\_\_\_  
Name Typed or Printed  
Manager, Offer Management  
\_\_\_\_\_  
Title  
3/28/2011  
\_\_\_\_\_  
Date

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
KCTS 401 Mercer St Seattle, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	50 Mbps	BP4F4	\$667.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$515.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$ 717.00**  
Total Nonrecurring Charge            **\$1,200.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington, Department of Information Services



Authorized Signature

Name Typed or Printed

Title

Date

Dan Mch

K20 Administrator

5-2-11

**APPROVED**  
Qwest Communications Company, LLC, including its subsidiaries



Authorized Signature

Name Typed or Printed

Director, Offer Management

Title

Date

Richard Fernandez

4/27/11

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of two Ethernet connections at the following service locations:

Location 1	Location 2	Conne- tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
Nine Mile Falls SD 6169 Highway 291 Nine Mile Falls, WA	DIS Spokane Node 601 W 1st Ave Spokane, WA	10Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y
Puyallup Public Library 324 S Meridian ST Puyallup, WA	DIS Seattle Node Westin Building 2001 6 <sup>TH</sup> , Ste 804 Seattle, WA	10Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$5000 for Nine Mile Falls SD and \$5000 for Puyallup Public Library are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Ethernet Service:

Total Monthly Recurring Charge   **\$ 1,434.00**  
 Total Nonrecurring Charge           **\$ 2,400.00**

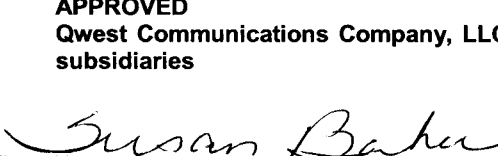
4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington,  
 Department Information Services

**APPROVED**  
 Qwest Communications Company, LLC, including its  
 subsidiaries

  
 \_\_\_\_\_  
 Authorized Signature

  
 \_\_\_\_\_  
 Authorized Signature

Doug Muhl  
 \_\_\_\_\_  
 Name Typed or Printed

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

K20 Administrator  
 \_\_\_\_\_  
 Title

Manager, Offer Management  
 \_\_\_\_\_  
 Title

5-31-11  
 \_\_\_\_\_  
 Date

5/26/2011  
 \_\_\_\_\_  
 Date



**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of forty-nine (49) Ethernet connections at the following service locations:

Location 1	Location 2	Conne- -tion Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Asotin County Library 417 Sycamore Clarkston, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$598.00	\$975.00	Y
Asotin-Anatone SD 215 2nd Street Asotin, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Camas Public Library 625 NE Fourth Ave Camas, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$936.00	\$26,175.50	Y
Centerville SD 2315 Centerville Hwy Centerville, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$936.00	\$26,175.50	Y
College Place SD 1755 South College Ave College Place, WA	DIS Yakima Node 215 N. Third Ave Yakima, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Colton School District 706 Union St. Colton, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Conway SD 19710 State Route 534 Mount Vernon, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	10Mbps	NoaNet	\$845.52	\$70,635.50	Y
Crescent SD 50350 Hwy. 112 Joyce, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	10Mbps	NoaNet	\$624.00	\$7,975.50	Y
Creston SD 485 SE E St Creston, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Dayton SD 609 S 2nd Street Dayton, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Deming Public Library 5044 Mount Baker Hwy Deming, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	10Mbps	NoaNet	\$936.00	\$5,655.00	Y

Freeman SD 14626 S Jackson Rd Rockford, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Garfield SD 810 N 3rd Street Garfield, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Glenwood SD 320 Bunnell Street Glenwood, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet (Microwave Site)	\$936.00	\$21,495.50	Y
Grays Harbor CC – Ilwaco 208 Advent Ave SE Ilwaco, WA	DIS Olympia Node 1115 Washington St. Olympia, WA	10Mbps	NoaNet	\$468.00	\$1,846.00	Y
Grays Harbor CC – Raymond 600 Washington Ave Raymond, WA	DIS Olympia Node 1115 Washington St. Olympia, WA	10Mbps	NoaNet	\$767.52	\$1,235.00	Y
Harrington SD 100 S 1 <sup>st</sup> Harrington, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Kahlotus SD 100 W. Martin St Kahlotus, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Klickitat SD 98 School Drive Klickitat, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$936.00	\$26,175.50	Y
Lakewood SD 17110 16th Dr. N.E. Marysville, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	10Mbps	NoaNet	\$936.00	\$73,485.10	Y
Liberty School District 29818 S. North Pine Creek Rd. Spangle, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Lind School District 507 N East St. Lind, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$572.00	\$975.00	Y
Lyle School District 625 Keasey St. Lyle, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet (Microwave Site)	\$936.00	\$21,495.50	Y
Mill A School District 1142 Jessup Road Bingen, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$936.00	\$26,175.50	Y
Naselle-Grays River SD 793 State Route 4 Naselle, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$767.52	\$3,315.00	Y
Oakesdale SD 101 McCoy St. Oakesdale, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$832.00	\$975.00	Y
Ocosta School District 2580 Montesano Street S. Westport, WA	DIS Olympia Node 1115 Washington St. Olympia, WA	10Mbps	NoaNet	\$655.20	\$7,715.50	Y
Odessa School District 311 S 1st Street Odessa, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Palouse SD 600 E. Alder St. Palouse, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y

Paterson SD 51409 W. Prior Ave Paterson, WA	DIS Yakima Node 215 N. Third Ave Yakima, WA	10Mbps	NoaNet	\$660.40	\$975.00	Y
Pomeroy SD 121 S 10 <sup>th</sup> Pomeroy, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Quilcene SD 294715 Hwy. 101 Quilcene, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	10Mbps	NoaNet (Microwave Site)	\$520.00	\$975.00	Y
Ridgefield SD 2630 So. Hillhurst Road Ridgefield, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	30Mbps	NoaNet	\$2,964.00	\$6,935.50	Y
Ritzville SD 209 E. Wellsandt Rd Ritzville, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Roosevelt SD 615 Chinook Ave Roosevelt, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet (Microwave Site)	\$936.00	\$26,175.50	Y
Rosalia SD 916 S. Josephine Ave Rosalia, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Royal School District 903 Ahlers Road Royal City, WA	DIS Yakima Node 215 N. Third Ave Yakima, WA	10Mbps	NoaNet	\$624.00	\$3,367.00	Y
Skamania SD 122 Butler Loop Road Skamania, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$936.00	\$26,175.50	Y
Spokane - IEL (Pullman) 115 NW State St Pullman, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Tekoa School District 513 E. Henkle Tekoa, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$884.00	\$975.00	Y
Toutle Lake SD 5050 Spirit Lake Hwy Toutle, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$927.68	\$9,535.50	Y
UW Telemedicine - Forks Community Hospital 530 Bogachiel Way Forks, WA	DIS Seattle Node Westin Building 2001 Sixth Ave Ste 804 Seattle, WA	10Mbps	NoaNet	\$936.00	\$22,509.50	Y
UW Telemedicine - Willapa Harbor Hospital 800 Alder Street South Bend, WA	DIS Olympia Node 1115 Washington St. Olympia, WA	10Mbps	NoaNet	\$767.52	\$1,235.00	Y
Valley School District 3034 Huffman RD Valley, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$936.00	\$53,953.90	Y
Wahkiakum SD 500 S. 3 <sup>rd</sup> Cathlamet, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet	\$572.00	\$975.00	Y
Waitsburg SD 184 Academy Waitsburg, WA	DIS Yakima Node 215 N. Third Ave Yakima, WA	10Mbps	NoaNet	\$572.00	\$975.00	Y
Wellpinit SD 6270 Ford-Wellpinit RD Wellpinit, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet (Microwave Site)	\$936.00	\$53,953.90	Y

Wilbur School District 202 Pope St. Wilbur, WA	DIS Spokane Node W. 601 First Street Spokane, WA	10Mbps	NoaNet	\$520.00	\$975.00	Y
Wishram SD 135 Bunn St. Wishram, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> Street Vancouver, WA	10Mbps	NoaNet (Microwave Site)	\$936.00	\$50,875.50	Y

\*EZI NRC Charges are not applicable for the sites listed above.

3. **CHARGES.** DIS will pay the following charges for Ethernet Service:

Total Monthly Recurring Charge    **\$ 39,113.36**  
Total Nonrecurring Charge            **\$ 598,647.40**

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
State of Washington,  
Department Information Services



Authorized Signature



Name Typed or Printed

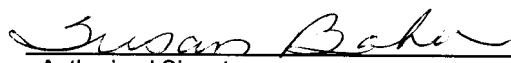
K20 Administrator

Title

5-31-11

Date

**APPROVED**  
Qwest Communications Company, LLC, including its  
subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

5/26/2011


Date

**AMENDMENT ONE  
TO THE  
QWEST SITE AGREEMENT TO THE  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

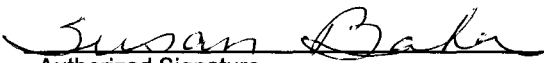
This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 355236, DIS Contract Number 11.8, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:
  - a) DIS hereby acknowledges and understands the Service provided via the Site Agreement and/or Contract for the DIS location(s) at KCTS, 401 Mercer St, Seattle, WA, does not include Qwest supplied battery backup power pursuant to the Service description. As such, DIS understands and acknowledges that the Service may be jeopardized should a catastrophic failure occur. DIS understands this risk and has elected to continue Service and will not consider Qwest in breach of the Site Agreement and/or Contract for any such battery backup failure.
2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
3. The Site Agreement and the First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**State of Washington,  
Department of Information Services**

  
\_\_\_\_\_  
Authorized Signature  
Doug Muhl  
\_\_\_\_\_  
Name Typed or Printed  
K20 Administrator  
\_\_\_\_\_  
Title  
6/24/11  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature  
Susan Baker  
\_\_\_\_\_  
Name Typed or Printed  
Manager, Offer Management  
\_\_\_\_\_  
Title  
6/21/2011  
\_\_\_\_\_  
Date

**AMENDMENT THREE  
 TO THE  
 QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This Third Amendment (this "Third Amendment") is to the Site Agreement ("Site Agreement"), Qwest Content ID: 346610, of Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation ("Qwest") under which DIS purchases Ethernet Service ("Service").

1. The purpose of this Third Amendment is to amend the Site Agreement as follows:

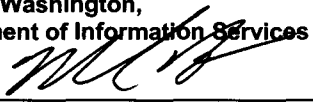
- a) ~~Delete in its entirety~~ the address outlined in the table below from the Site Agreement per the Customer's request.

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DOCSP01 1717 W Broadway Ave Spokane, WA 99201	DIS Spokane Node 601 W. 1 <sup>st</sup> Ave Spokane, WA	10 Mbps	BP4B4	\$765.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$2,292 for DOCSP01 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

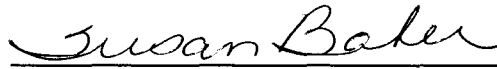
2. Except as expressly modified by this Third Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and Qwest. In the event the terms of this Third Amendment conflict with the terms of the Site Agreement and the First Amendment and the Second Amendment (collectively referred to as the Agreement), the terms of this Third Amendment shall control.
3. The Site Agreement and the First Amendment and the Second Amendment and this Third Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington,  
 Department of Information Services



Authorized Signature  
**Michael Martel**  
 Name Typed or Printed  
**Assistant Director**  
 Title  
 Date 6/24/11

Qwest Corporation



Authorized Signature  
 Susan Baker  
 Name Typed or Printed  
 Manager, Offer Management  
 Title  
 Date 6/20/2011

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of one Ethernet connection at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Klickitat County IGN 205 S. Columbus Ave Goldendale, WA	DIS Vancouver Node 111 W. 39 <sup>th</sup> St Vancouver, WA	10 Mbps	NoaNet	\$1,170.00	\$17,680.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.


**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$ 1,170.00**  
 Total Nonrecurring Charge           **\$17,680.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington, Department of Information Services

  
 \_\_\_\_\_  
 Authorized Signature

*Bruce Shurtz*  
 \_\_\_\_\_  
 Name Typed or Printed

*DNS Mgr*  
 \_\_\_\_\_  
 Title

*7-1-11*  
 \_\_\_\_\_  
 Date

**APPROVED**  
 Qwest Communications Company, LLC, including its subsidiaries

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

*6/27/2011*  
 \_\_\_\_\_  
 Date

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connections at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DSHS Site 5036 3888 NW Randall Way Silverdale, WA 98383	DIS Olympia Node 1115 Washington St. Olympia, WA 98501	10 Mbps	BP4B4	\$765.00	\$50.00	\$13,584.00**	Y
DSHS 6065 221 W. 1 <sup>st</sup> St. Port Angeles, WA 98362	DIS Olympia Node 1115 Washington St. Olympia, WA 98501	10 Mbps	BP4B4	\$765.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$1,278.00 for the DSHS Site 5036 location outlined in the pricing table above and \$2,625.00 for the DSHS 6065 location outlined in the pricing table above are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$ 1,630.00**  
Total Nonrecurring Charge            **\$14,784.00**

**\*\*NOTE:** The NRC charge is comprised of a \$12,384.00 special construction charge for the DSHS Site 5036 location outlined in the pricing table above which will be billed separately from the Ethernet Service NRC of \$1,200.00.

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.



APPROVED  
State of Washington, Department of  
Information Services

*Tom Tucker*

Authorized Signature

Tom Tucker

Name Typed or Printed

TSD Operations Manager

Title

8-26-11

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC, including its subsidiaries

*Susan Baker*

Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

8/23/2011

Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

1. **TERM.**  
 1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").
2. **INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connections at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DSHS 1028 630 N. Chelan Ave. Wenatchee, WA 98801	DIS Yakima Node 215 N. 3 <sup>rd</sup> Ave. Yakima, WA 98902	10 Mbps	NoaNet	\$650.00	\$15,275.00	Y
DSHS 1071 309 E. 5 <sup>th</sup> Ave. Moses Lake, WA 98837	DIS Yakima Node 215 N. 3 <sup>rd</sup> Ave. Yakima, WA 98902	10 Mbps	NoaNet	\$650.00	\$13,889.00	Y

\*EZI NRC Charges of N/A are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** DIS will pay the following charges for Service:  

Total Monthly Recurring Charge	<b>\$ 1,300.00</b>
Total Nonrecurring Charge	<b>\$29,164.00</b>
4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

\\ intentionally left blank

\\ intentionally left blank

\\ intentionally left blank

APPROVED  
State of Washington, Department of  
Information Services

*Tom Tucker*

Authorized Signature

Tom Tucker

Name Typed or Printed

TSD Operations Manager

Title

8-26-11

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC, including its subsidiaries

*Susan Baker*

Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

8/23/2011

Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connections at the following service location:

Location 1	Location 2	Con- nec- tion Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DSHS 1067 1270 N. Ephrata Connell, WA 99326	DIS Olympia Node 1115 Washington Street Olympia, WA 98501	10 Mbps	NoaNet	\$890.50	\$4,030.00	Y

\*EZI NRC Charges of N/A are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$ 890.50**  
 Total Nonrecurring Charge            **\$4,030.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington, Department of  
 Information Services



Authorized Signature

**Michael Martel**

Name Typed or Printed

**Assistant Director**

Title

Date

14 September 2011

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC, including its subsidiaries



Authorized Signature

Richard Fernandez

Name Typed or Printed

Director, Offer Management

Title

Date

9/7/11

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connections at the following service locations:

Location 1	Location 2	Conne- -tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DSHS DVR 4013 12063 15 <sup>th</sup> Ave NE Seattle, WA 98125	DIS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	BP4B4	\$765.00	\$50.00	\$1,200.00	Y
DSHS DVR 4023 18000 International Blvd SeaTac, WA	DIS Olympia Note Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	BP4B4	\$765.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$676.00 at the DSHS DVR 4013 location and EZI NRC Charges of \$2,133.00 at the DSHS DVR 4023 location outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$1,630.00**  
 Total Nonrecurring Charge            **\$2,400.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
State of Washington, Department of Information  
Services



Authorized Signature

Michael Martel

Name Typed or Printed

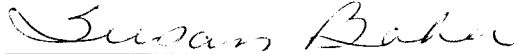
Asst Director

Title

10/3/11

Date

APPROVED  
Qwest Communications Company, LLC, including its  
subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

9/30/2011

Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

- 1. **TERM.**
  - 1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").
- 2. **INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Conne- tion Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DSHS DVR 1010 1313 N. Atlantic Spokane, WA 99201	Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	NoaNet	\$750.00	\$41,928.00	Y
DSHS DVR 3002 4101 Meridian Street Bellingham, WA 98226	Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	NoaNet	\$927.00	\$5,850.00	Y
DSHS DVR 3041 2005 E. College Way Mt. Vernon, WA 98273	Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	NoaNet	\$650.00	\$48,896.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

- 3. **CHARGES.** DIS will pay the following charges for Service:
  - Total Monthly Recurring Charge   \$ 2,327.00
  - Total Nonrecurring Charge         \$96,044.00
- 4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED



Authorized Signature

MICHAEL MARTEL

Name Typed or Printed

Assistant Director

Title

10-5-11

Date

APPROVED

Qwest Communications Company, LLC, including its subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

10/04/2011

Date



**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC, including its subsidiaries ("Contractor") and the State of Washington, Department of Information Services ("DIS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS DVR 1073 130 S. Arthur St. Spokane, WA 99202	Olympia Node 1115 Washington St., Olympia, WA 98501	10Mb	NN	815	3333	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

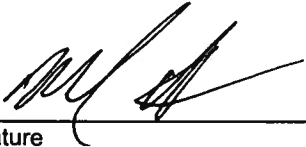
**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    \$815  
Total Nonrecurring Charge            \$3333

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED



Authorized Signature

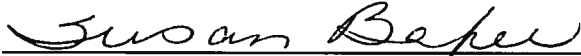
MICHAEL MARTEL  
Name Typed or Printed

ASSISTANT DIRECTOR  
Title

10/5/11  
Date

APPROVED

Qwest Communications Company, LLC, including its subsidiaries



Authorized Signature

Susan Baker  
Name Typed or Printed

Manager-Offer Management  
Title

10/03/2011  
Date

**AMENDMENT ONE TO THE  
 QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERENT TRANSPORT SERVICES**

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #368580, DIS Contract # S11.16, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Department of Information Services ("DIS") and Qwest Corporation d/b/a CenturyLink QC under which DIS purchases Ethernet Service ("Service").


CenturyLink and Customer wish to amend the Site Agreement as follows:

1. The Service provided at DSHS DVR 1010 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service and rates outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC	NRC	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS DVR 1010 1313 N. Atlantic Spokane, WA 99201	Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	100 Mbps	NoaNet	\$750.00	\$41,298.00	Y

2. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").
3. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of DIS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
4. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Department of Information Services



Authorized Signature

Name Typed or Printed

Title

Date

10/25/11

Qwest Corporation d/b/a CenturyLink QC



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

10/14/2011

Date

**AMENDMENT ONE TO THE  
 QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERENT TRANSPORT SERVICES**

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #365016, Contract # S11.12, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC under which DIS purchases Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. The Service provided at DSHS 5036 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is deleted in its entirety from the Site Agreement per the Customer's request. All other information outlined in the table of the Agreement remains unchanged.

Location 1	Location 2	Con- nec- tion Speed	USOC	MRC	EVC MRC (each)	NRC (each)	Rate Limiting/Band- width Metering Available? Y/N
DSHS Site 5036 3888 NW Randall Way Silverdale, WA 98383	DIS Olympia Node Site 1115 Washington Street Olympia, WA 98501	10 Mbps	BP4B4	\$765.00	\$50.00	\$13,584.00	Y

2. Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the applicable Tariff.
3. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").
4. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
5. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**State of Washington, Consolidated Technology  
 Services**

Authorized Signature

*Michael Martel*

Name Typed or Printed

TSD Assistant Director

Title

11/9/11

Date

**Qwest Corporation d/b/a CenturyLink QC**

Authorized Signature

*Kim Mortensen*  
 Kim Mortensen on behalf of Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

10/28/2011

Date

**AMENDMENT ONE TO THE  
 QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERENT TRANSPORT SERVICES**

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #365014, Contract # S11.13, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC under which DIS purchases Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. Location 2 of the Service provided at DSHS 1028 and DSHS 1071 outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at the following service location:

Location 1	Location 2	Conne- tion Speed	USOC	MRC	NRC	Rate Limiting/Band- width Metering Available? Y/N
DSHS 1028 630 N. Chelan Ave. Wenatchee, WA 98801	CTS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	NoaNet	\$650.00	\$325.00	Y
DSHS 1071 309 E. 5 <sup>th</sup> Ave. Moses Lake, WA 98837	CTS Olympia Node Site 1115 Washington Street SE Olympia, WA 98501	10 Mbps	NoaNet	\$650.00	\$325.00	Y

The monthly recurring charges above supersede the charges for the subject location previously agreed to in the Site Agreement including any prior modifications, if applicable. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Site Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Site Agreement, unless noted otherwise. Additions to Service must meet the requirements of the Minimum Service Period.

2. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").
3. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
4. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Authorized Signature

*Michael Martel*

Name Typed or Printed

ISD Assistant Director

Title

11/9/11

Date

Qwest Corporation d/b/a CenturyLink QC

Authorized Signature

*Kim Mortensen*

Name Typed or Printed

Manager, Offer Management

Title

10/28/2011

Date

**QWEST SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, its Affiliates including, Qwest Corporation d/b/a CenturyLink QC ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Con- nection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Band- width Metering Available? Y/N
Board of Industrial Insurance Appeals (BIIA) 929 Market St. Tacoma, WA 98402	DIS Olympia Node Site 1115 Washington Street, SE Olympia, WA 98501	10 Mbps	BP4B4	\$621.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$ 671.00**  
Total Nonrecurring Charge            **\$1,200.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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

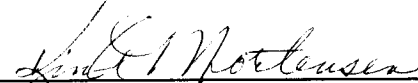
  
\_\_\_\_\_  
Authorized Signature

Michael Martel  
\_\_\_\_\_  
Name Typed or Printed

TSD Assistant Director  
\_\_\_\_\_  
Title

11/9/11  
\_\_\_\_\_  
Date

**APPROVED**  
Qwest Communications Company, LLC, d/b/a  
CenturyLink QCC

  
\_\_\_\_\_  
Authorized Signature

Kim Mortensen on behalf of Susan Baker  
\_\_\_\_\_  
Name Typed or Printed

Manager, Offer Management  
\_\_\_\_\_  
Title

10/27/2011  
\_\_\_\_\_  
Date

**AMENDMENT ONE  
 TO THE  
 SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Content ID: 371447, CTS Contract Number S11.18, to the Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink") under which CTS purchases Ethernet Service ("Service").

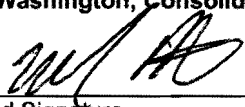
1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:
  - a) Revise the address for Board of Industrial Insurance Appeals (BIIA) as outlined in the table below per the Customer's request. All other information outlined in the Site Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at this location.

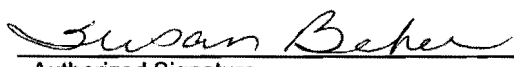
Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	NRC (each)
<b>Board of Industrial Insurance Appeals (BIIA)</b>  <b>Update Service address from:</b> 929 Market St. Tacoma, WA 98402  <b>Update Service address to:</b> 949 Market St. Tacoma, WA 98402	CTS Olympia Node Site 1115 Washington Street, SE Olympia, WA 98501	10 MB	BP4B4	\$621.00	\$50.00	\$1,200.00

- b) Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the application Tariff.
2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
3. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Qwest Corporation d/b/a CenturyLink QC

  
 \_\_\_\_\_  
 Authorized Signature  
**Michael Martel**  
 Name Typed or Printed  
**Acting Asst. Dir.**  
 Title  
**11/18/2011**  
 Date

  
 \_\_\_\_\_  
 Authorized Signature  
 Susan Baker  
 Name Typed or Printed  
 Manager, Offer Management  
 Title  
**11/14/2011**  
 Date

**AMENDMENT ONE  
 TO THE  
 SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This First Amendment (this "First Amendment") is to the Site Agreement ("Site Agreement"), Content ID: 371447, CTS Contract Number S11.18, to the Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Corporation d/b/a CenturyLink QC ("QC" or "CenturyLink") under which CTS purchases Ethernet Service ("Service").

1. The purpose of this First Amendment is to supplement and amend the Site Agreement as follows:

- a) Revise the address for Board of Industrial Insurance Appeals (BIIA) as outlined in the table below per the Customer's request. All other information outlined in the Site Agreement remains unchanged. QC records will document the actual date of installation of the Ethernet connections at this location.


Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	NRC (each)
<b>Board of Industrial Insurance Appeals (BIIA)</b>  <b>Update Service address from:</b> 929 Market St. Tacoma, WA 98402  <b>Update Service address to:</b> 949 Market St. Tacoma, WA 98402	CTS Olympia Node Site 1115 Washington Street, SE Olympia, WA 98501	10 MB	BP4B4	\$621.00	\$50.00	\$1,200.00

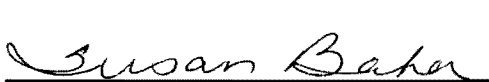
- b) Any removal of Service or Service components may invoke additional Termination Liability Charges, not included herein, pursuant to the Underlying Agreement and the application Tariff.

- 2. Except as expressly modified by this First Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.
- 3. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology Services

Qwest Corporation d/b/a CenturyLink QC

  
 \_\_\_\_\_  
 Authorized Signature  
 Michael Martel  
 \_\_\_\_\_  
 Name Typed or Printed  
 Acting Asst Dir.  
 \_\_\_\_\_  
 Title  
 11/18/2011  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Signature  
 Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed  
 Manager, Offer Management  
 \_\_\_\_\_  
 Title  
 11/16/2011  
 \_\_\_\_\_  
 Date



**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
Department of Ecology 3190 160 <sup>th</sup> Avenue SE Bellevue, WA 98008	CTS Olympia Node 1115 Washington St SE Olympia, WA 98501	100 Mbps	BP4L4	\$1,000.00	\$50.00	\$0.00 (renewal)	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$1,050.00**  
 Total Nonrecurring Charge            **\$ 0.00 (renewal)**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



Authorized Signature

Michael Martel

Name Typed or Printed

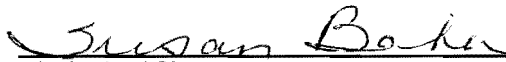
Acting Asst. Dir.

Title

11/18/2011

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

11/16/2011

Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Con- nec- tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
Department of Ecology 3190 160 <sup>th</sup> Avenue SE Bellevue, WA 98008	CTS Olympia Node 1115 Washington St SE Olympia, WA 98501	100 Mbps	BP4L4	\$1,000.00	\$50.00	\$0.00 (renewal)	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$1,050.00**  
 Total Nonrecurring Charge            **\$ 0.00 (renewal)**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



Authorized Signature

Michael Martel

Name Typed or Printed

Acting Asst. Dir.

Title

11/18/2011

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC, including its subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

11/16/2011

Date

**QWEST SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to DIS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DOCWAL1 1313 N 13th Walla Walla, WA	Olympia Node	100 Mbps	NoaNet	\$1,647.36	\$975.00	Y
DOCCNL1 1301 N Ephrata Connell, WA	Olympia Node	100 Mbps	NoaNet	\$1,059.50	\$975.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

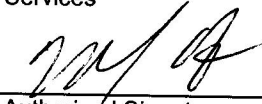
**3. CHARGES.** DIS will pay the following charges for Service:

Total Monthly Recurring Charge    \$2,706.86  
 Total Nonrecurring Charge            \$1,950.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



Authorized Signature

Michael Martel

Name Typed or Printed

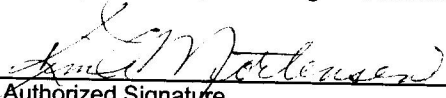
Assistant Director

Title

1/19/2012

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries



Authorized Signature

Kim Mortensen on behalf of Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

12/30/2011

Date

**CENTURYLINK SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC, including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Conne- tion Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Band- width Metering Available? Y/N
Department of Fish and Wildlife 3515 State Hwy 97A Wenatchee, WA 98801	CTS Olympia Node 1115 Washington St. Olympia, WA	10 Mbps	NoaNet	\$1,038.00	\$5,000.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

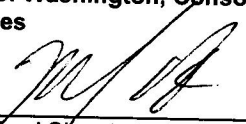
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge: **\$1,038.00**  
 Total Nonrecurring Charge: **\$5,000.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



Authorized Signature

Michael Martel  
 Name Typed or Printed

Assist. Director  
 Title

1/24/2012  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC, including its subsidiaries



Authorized Signature

Susan Baker  
 Name Typed or Printed

Manager, Offer Management  
 Title

1/16/2012  
 Date

**Amendment 12-06**  
to  
**Contract Number T11-PCH-529**  
for  
**Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (*Authority for Modifications and Amendments*) and Provision 47(*Assignment*) of Contract Number T11-PCH-529 (“**Contract**”), this Amendment 12-06 is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC (“**Vendor**”), The Department of Information Services (“**Assignor**”), and Consolidated Technology Services (“**Assignee**”).

The parties hereby agree to amend the Contract as follows:

- 1) This Amendment shall confirm the assignment and delegation to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Obligor’s duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.
- 2) The parties agree to amend the Contract to modify the name of Qwest Communications Company, LLC formerly Qwest Communications Corporation (referred to as “Qwest” or “QCC”) to Qwest Communications Company, LLC d/b/a CenturyLink QCC (referred to as “CenturyLink”). All references to “Qwest” or “QCC” are hereby replaced with “CenturyLink.”
- 3) Under ESSB 5931, the K20 office was moved from the Department of Information Services to the Office of Financial Management. When the k20 office was in DIS, it was able to purchase off the DIS contracts. Now that it has moved, it needs to have the continued right to purchase off the DIS contracts. To that end, Schedule B, *Authorized Purchasers*, is amended to add the following public entities to the list of authorized purchasers in order to provide K-20 continued access to the contracts Washington K-20 Network – Office of Financial Management
- 4) A new Section 8.14 is added to the agreement.  
8.14 Purchaser’s prepayment for subscription services are made on good faith of Contractor’s successful performance of deliverables. If Contractor does not successfully provide the service(s) as agreed to by the parties in writing, Purchaser shall notify Contractor in writing and Contractor shall have a 30-days to cure and successfully provide the service(s). If the service(s) are not successfully provided by Contractor within the 30-day cure period, then Purchaser may initiate a dispute claim pursuant to Section 61 of this Contract to request a pro-rata credit associated with such non-performed service(s).

All other provisions of Contract Number T11-PCH-529, including previous amendments, if any, shall remain in full force and effect.

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

This Amendment 12-06 shall be effective as of October 1, 2011.

**Approved**

State of Washington,  
Department of Information Services

*Christy Ridout*

Signature

*CHRISTY Ridout*

Print or Type Name

*Deputy Director*

Title

*1/17/11*

Date

**Approved**

Qwest Communications Company, LLC d/b/a  
CenturyLink QCC/Vendor

*[Signature]*

Signature

Richard Fernandez

Print or Type Name

Director , Offer Management

Title

*1/6/11*

Date

# Schedule A

## ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC ( “Vendor”), The Department of Information Services (“Assignor”), and Consolidated Technology Services (“Assignee”) for the purpose of all contracts listed in Appendix A.

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

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

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

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

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

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

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

This Assignment shall be effective as of October 1, 2011.

**Approved**

State of Washington  
Department of Information Services  
Assignor

Christy Ridout  
Signature

Christy Ridout  
Print or Type Name

Deputy Director 1/17/12  
Title Date

**Approved**

Consolidated Technology Services  
Assignee

Mike Ricchio  
Signature

Mike Ricchio  
Print or Type Name

DIRECTOR 1/17/12  
Title Date

**Approved**

Qwest Communications Company, LLC  
d/b/a CenturyLink QCC  
Vendor

[Signature]  
Signature

Richard Fernandez  
Print or Type Name

Director , Offer Management 1/6/12  
Title Date



## Appendix A

This Assignment applies to the following contract:

Contract Number & Assignment Clause Number

1. Contract T11-PCH-529 Assignment Clause Number 47

**Amendment Number 14-07  
to  
Contract Number T11-PCH-529  
for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 (“Contract”), this Amendment Number 14-07 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Qwest Communications Company, LLC d/b/a/ CenturyLink QCC (“Contractor”).

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

**Schedule A –  
Authorized product and pricelist**

Circuit Speed	Maximum Monthly Recurring Charge (MRC)
10 Mb	\$1,170.00
100 Mb	\$5,000.00

**Vendor Aggregation Trunks to CTS locations (Node sites)**

CTS location (Node site)	100 Mb Aggregation trunk -Maximum Monthly Recurring Charge (MRC)	100Mb Aggregation Trunk Identifier	1 G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)	1 G Aggregation Trunk Identifier
Olympia	\$1,500.00	TBD	\$6,800.00	OLYOB2ATS08000516 or 04.KRFS.080426..ACSO
Pullman	\$1,500.00	TBD	\$6,800.00	TBD
Seattle	\$1,500.00	TBD	\$6,800.00	04.KRFS.75332..ACSO or WTNWTS08000515
Spokane	\$1,500.00	TBD	\$6,800.00	TBD
Yakima	\$1,500.00	TBD	\$6,800.00	TBD
Vancouver	\$1,500.00	TBD	\$6,800.00	TBD

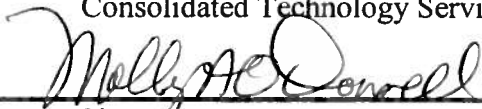
CTS location (Node site)	10G Aggregation trunk -Maximum Monthly Recurring Charge (MRC)	10 G Aggregation Trunk Identifier
Olympia – A (LAN)	\$35,000	OLYOB2ATS080000516 or OLYOB2ATS080000518
Olympia – B	\$7,000	OLYOB2ATS080000520 or 04.KRFS.734700..ACSO
Pullman	\$35,000	TBD
Seattle – A (LAN)	\$35,000	WTNWTNETH080000516 or WTNWTNETH 080000518
Seattle – B	\$7,000	WTNWTNETH080000520 or 04.KRFS.834700..ACSO
Spokane	\$35,000	TBD
Yakima	\$35,000	TBD
Vancouver	\$35,000	TBD

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This amendment 14-07 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 9/26/13  
Title Date

Approved  
Qwest Communications Company,  
LLC d/b/a CenturyLink QCC

  
Signature

Susan Baker  
Print or Type Name

Manager Offer Management 09.09.13  
Title Date

**Amendment Number 11  
to  
Contract Number T11-PCH-529  
for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 11 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Qwest Communications Company, LLC d/b/a/ CenturyLink QCC ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

**Schedule A –  
Authorized product and pricelist**

Circuit Speed	Maximum Monthly Recurring Charge (MRC)
10 Mb	\$1,170.00
100 Mb	\$5,000.00
1000 Mb	\$6,000.00
10 GB	\$15,000.00

**Vendor Aggregation Trunks to CTS locations (Node sites):**

CTS location (Node site)	100 Mb Aggregation trunk -Maximum Monthly Recurring Charge (MRC)	100Mb Aggregation Trunk Identifier	1 G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)	1 G Aggregation Trunk Identifier
Olympia	\$1,500.00	TBD	\$6,800.00	OLYOB2ATS08000516 or 04.KRFS.080426..ACSO
Pullman	\$1,500.00	TBD	\$6,800.00	TBD
Seattle	\$1,500.00	TBD	\$6,800.00	04.KRFS.75332..ACSO or WTNWWTNATS08000515
Spokane	\$1,500.00	TBD	\$6,800.00	TBD
Yakima	\$1,500.00	TBD	\$6,800.00	TBD
Vancouver	\$1,500.00	TBD	\$6,800.00	TBD

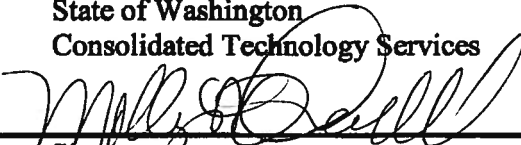
CTS location (Node site)	10G Aggregation trunk -Maximum Monthly Recurring Charge (MRC)	10 G Aggregation Trunk Identifier
Olympia – A (LAN)	\$35,000	OLYOB2ATS080000516 or OLYOB2ATS080000518
Olympia – B	\$7,000	OLYOB2ATS080000520 or 04.KRFS.734700..ACSO
Pullman	\$35,000	TBD
Seattle – A (LAN)	\$35,000	WTNWTNETH080000516 or WTNWTNETH 080000518
Seattle – B	\$7,000	WTNWTNETH080000520 or 04.KRFS.834700..ACSO
Spokane	\$35,000	TBD
Yakima	\$35,000	TBD
Vancouver	\$35,000	TBD

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This Amendment 11 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

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

Approved  
Qwest Communications Company,  
LLC d/b/a CenturyLink QCC

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management 1/13/2014  
\_\_\_\_\_  
Title Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS1072 1330 N Washington St Suite 3000 Spokane, WA 99201	Olympia Node 1115 Washington St Olympia, WA	10 Mbps	NoaNet	\$1,170.00	\$22,477.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

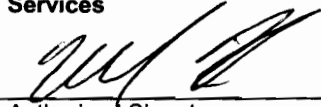
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$ 1,170.00**  
 Total Nonrecurring Charge            **\$22,477.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



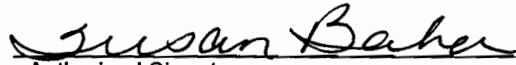
Authorized Signature

Michael Martel  
 Name Typed or Printed

TSD A.D.  
 Title

3/7/2012  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Susan Baker  
 Name Typed or Printed

Manager, Offer Management  
 Title

3/5/2012  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of **Washington, Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Service Location	CTS Terminating Node	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS6011 4419 Harrison Ave NW Olympia, WA	OB2	100 Mbps	BP4L4	\$1,000.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$18,082.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$1,050.00**  
 Total Nonrecurring Charge            **\$1,200.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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

  
 \_\_\_\_\_  
 Authorized Signature

Michael Martel  
 \_\_\_\_\_  
 Name Typed or Printed

Assist. Director  
 \_\_\_\_\_  
 Title

3/28/12  
 \_\_\_\_\_  
 Date

**APPROVED**  
**Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

3/23/2012  
 \_\_\_\_\_  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Service Location	CTS Terminating Node	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 6011 7240 Martin Way Lacey, WA	OB2	100 Mbps	BP4L4	\$1,000.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$18,082.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

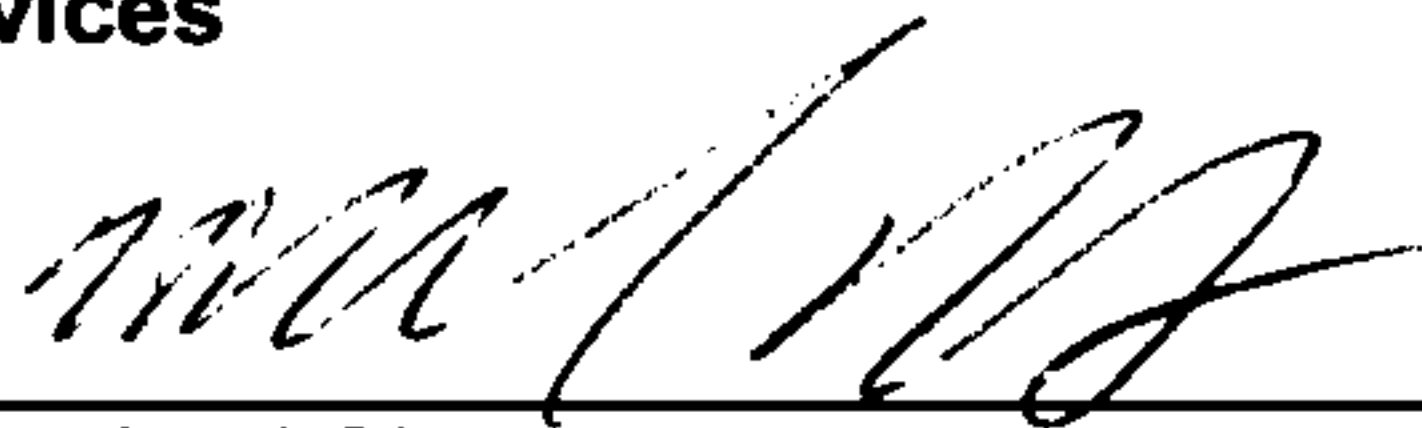
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$1,050.00**  
 Total Nonrecurring Charge            **\$1,200.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



Authorized Signature

Michael Martel

Name Typed or Printed

Assistant Director

Title

4/3/12

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

3/29/2012

Date



**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DFW 3515 State Hwy 97A Wenatchee, WA	DFW 3860 Chelan Highway Wenatchee, WA	10 Mbps	NoaNet	\$320.00	\$1,470.00	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.


**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$ 320.00**  
 Total Nonrecurring Charge           **\$1,470.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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

  
 \_\_\_\_\_  
 Authorized Signature

Thomas Tucker  
 \_\_\_\_\_  
 Name Typed or Printed

Operations Manager  
 \_\_\_\_\_  
 Title

5/1/2012  
 \_\_\_\_\_  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

4/24/2012  
 \_\_\_\_\_  
 Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 5037 5712 Main St SW Lakewood, WA	CTS Olympia Node	10 Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$1,610.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$ 717.00**  
 Total Nonrecurring Charge           **\$1,200.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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

*Thomas Tucker*  
 \_\_\_\_\_  
 Authorized Signature

*Thomas Tucker*  
 \_\_\_\_\_  
 Name Typed or Printed

*Operations Manager*  
 \_\_\_\_\_  
 Title

*5/1/2012*  
 \_\_\_\_\_  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries

*Susan Baker*  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

*4/24/2012*  
 \_\_\_\_\_  
 Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the **State of Washington, Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DOC Tri-Cities WR 524 East Bruneau Avenue Kennewick, WA 99336	Olympia	10 Mbps	NoaNet	\$780.00	\$7,180.00	Y
DOC Clark County WR 5197 NW Lower River Rd Vancouver, WA98660	Olympia	10 Mbps	NoaNet	\$1,170.00	\$46,930.00	Y
DOC Mill Creek Training 1415 West Pine St Walla Walla, WA 99362	Olympia	10 Mbps	NoaNet	\$1,170.00	\$3,764.00	Y
DOC Vancouver CJC 9105 NE Highway 99 #B Vancouver, WA 98660	Olympia	10 Mbps	NoaNet	\$1,170.00	\$3,250.00	Y
DOC Mission Creek Corrections Center 3420 NE Sand Hill Rd Belfair, WA 98528	Olympia	10 Mbps	NoaNet	\$1,170.00	\$67,672.00	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

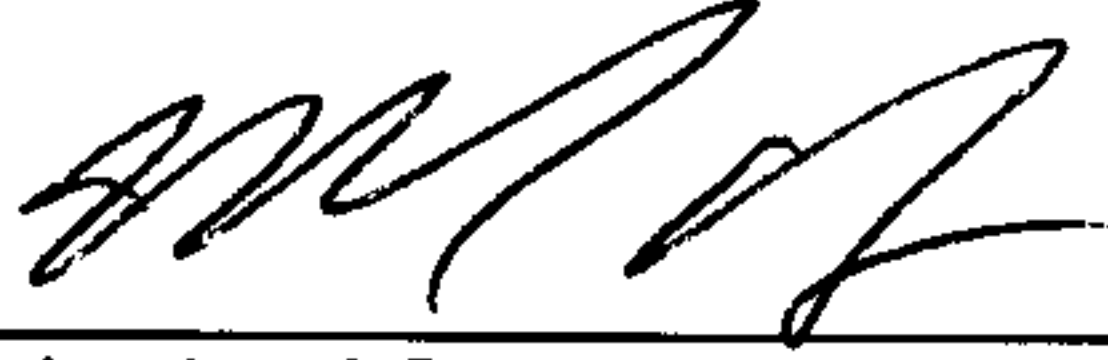
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$ 5,460.00**  
Total Nonrecurring Charge             **\$128,796.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
State of Washington, Consolidated Technology  
Services



Authorized Signature

Michael Marsel

Name Typed or Printed

Assist. Director

Title

5/23/12

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

5/21/2012

Date



**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the **State of Washington, Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/ Bandwidth Metering Available? Y/N
DOC Longview Work Release (WR) 1821 1 <sup>st</sup> Ave Longview, WA 98632	Vancouver	10 Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y
DOC Ratcliff House WR 1531 13 <sup>th</sup> St Seattle, WA 98114	Olympia	10 Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y
DOC Reynolds WR 410 4 <sup>th</sup> Seattle, WA 98104	Olympia	10 Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$1,599.00 for Longview; \$3,218.00 for Ratcliff House ;, and \$3,307.00 for Reynolds outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$2,151.00**  
Total Nonrecurring Charge             **\$3,600.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



Authorized Signature

Michael Mastel

Name Typed or Printed

Asst. Director

Title

5/23/2012

Date

**APPROVED**  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

5/21/2011

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services** ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DOC Peninsula Work Release (WR) 1340 Lloyd Pkwy, Port Orchard, WA 98367	CTS Olympia Node - 1115 Washington St. Olympia, WA	10 Mbps	BP4B4	\$667.00	\$50.00	\$1,200.00	Y

\*EZI NRC Charges of \$1,669.00 plus Special Construction Charges of \$17,188.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge **\$717.00**  
 Total Nonrecurring Charge **\$1,200.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington, Consolidate Technology Services.



Authorized Signature

Michael Martel  
 Name Typed or Printed

Assistant Director  
 Title

Date

June 6, 2012

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson  
 Name Typed or Printed

Sales Manager  
 Title

Date

6/5/2012



Contract No. \_\_\_\_\_  
Interstate X

Job Authorization No: WA1230862  
Intrastate \_\_\_\_\_

### AQCB - SPECIAL CONSTRUCTION PROPOSAL

Date: June 7, 2012

Billing Address:

Work Location:

Customer: SOW CTS/WORK RELEASE

1340 LLOYD PKWY, PORT ORCHARD

Attention \_\_\_\_\_

**Description and/or specifications of work to be performed by CenturyLink under this Proposal ("Work"):**

Construction and placement of 1,500 feet of underground fiber cable between the customer building at 1340 LLOYD PKWY, PORT ORCHARD and the Qwest serving wire center at 2386 Sidney Rd, Port Orchard WA 98366. This facility will be used for MOE service.

**Total Charges: \$ 17,188.00**

For the Work performed hereunder, Customer will be responsible for these Charges only, unless a Change Order is signed by both parties in accordance with Section 4 below. All Charges shall be paid prior to commencement of the Work ("Advance Payment"). For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work. All Customers will pay the invoice within forty five (45) days of receipt. All past due undisputed accounts will be assessed a late fee at 14% APR. Unless a Government Customer or otherwise agreed to by the parties, no Work shall commence prior to receipt of Advance Payment. Where applicable, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on CenturyLink's net income.

\*Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning. This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs or Rates and Services Schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties.

**Qwest Corporation dba CenturyLink QC**

Authorized Signature *Rick Hendrickson*

Name Printed/Typed Rick Hendrickson

Title Sales Manager

Date June 7, 2012

**SOW CTS/WORK RELEASE**

Authorized Signature *Michael Martel*

Name Printed/Typed Michael Martel

Title Assistant Director

Date 6/13/12



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidate Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

**1.1** This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Board of Industrial Insurance Appeals (BIIA) 2815 2 <sup>nd</sup> Ave, Suite 550 Seattle, WA 98121	CTS Olympia Node 1115 Washington ST, Olympia WA 98501	10 Mbps	BP4B5	\$576.00	\$50.00	\$600.00	Y

\*EZI NRC Charges of \$1,938.00 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

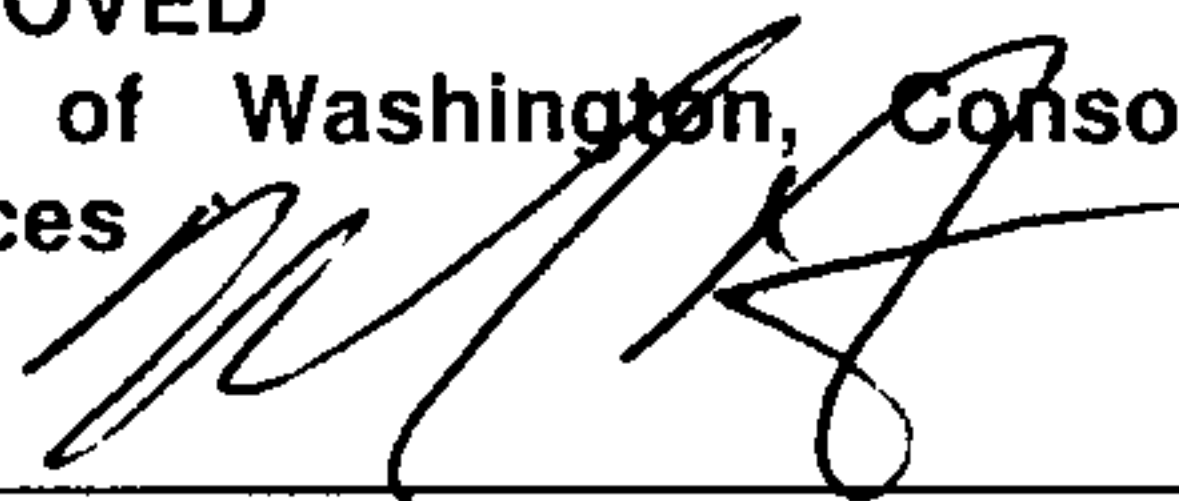
**3. CHARGES.** CTA will pay the following charges for Service:

Total Monthly Recurring Charge **\$626.00**  
 Total Nonrecurring Charge **\$600.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington, Consolidate Technology Services



Authorized Signature

Michael Murtel

Name Typed or Printed

Assistant Director

Title

June 6, 2012

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

6/5/2012

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 2030 1421 E. Division Ephrata, WA 98823	Olympia Node	10 Mbps	NoaNet	\$975.00	\$3,510.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge      \$975.00  
 Total Nonrecurring Charge                \$3,510.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 State of Washington – Consolidated Technology Services



Authorized Signature

Michael Martel  
 Name Typed or Printed

Assistant Director  
 Title

6/28/12  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson  
 Name Typed or Printed

Sales Manager  
 Title

June 27, 2012  
 Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	EVC MRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Emergency Management Division 20 Camp Murray, Camp Murray, WA 98430	CTS Olympia Node	100Mb	BP4L5	\$1000	\$0	\$50	Y
Emergency Management Division 20 Camp Murray, Camp Murray, WA 98430	CTS Olympia Node	100Mb	BP4L5	\$1000	\$0	\$50	Y

\*EZI NRC Charges of \$1950 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

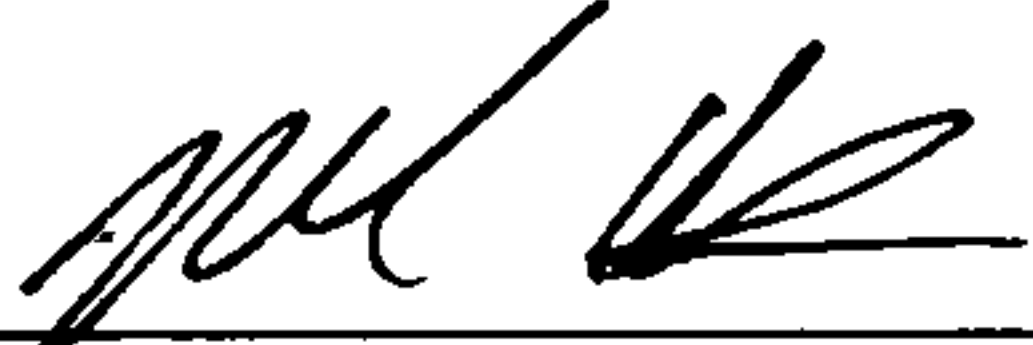
Total Monthly Recurring Charge     **\$2,100.00**  
Total Nonrecurring Charge             **\$0.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED

State of Washington Consolidated Technology Services



Authorized Signature

Michael Martel

Name Typed or Printed

Asst. Director

Title

7/24/12

Date

APPROVED

Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Richard J. Hendrickson

Name Typed or Printed

Manager

Title

07-18-12

Date



**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services** ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Department of Ecology 1440 10 <sup>th</sup> Street Bellingham, WA 98225	CTS Olympia Node	10Mb	NoaNet	\$1000	\$250	Y
Department of Ecology 3100 Port of Benton Blvd. Richland, WA 99352	CTS Olympia Node	10Mb	NoaNet	\$1000	\$250	Y
Department of Ecology 4601 N. Montroe St. Spokane, WA 99205	CTS Olympia Node	10Mb	NoaNet (Ethernet over Copper)	\$1106	\$5000	Y
Department of Ecology 15 West Yakima Ave, Ste 200, Yakima, WA 98902	CTS Olympia Node	10Mb	NoaNet	\$1063	\$250	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$4,169.00**  
Total Nonrecurring Charge             **\$5,750.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
State of Washington Consolidated Technology  
Services



Authorized Signature

Michael Markel

Name Typed or Printed

Asst. Director

Title

7/24/12

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Richard J. Hendrickson

Name Typed or Printed

Manager

Title

07-17-12

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Lottery Vancouver 1503 NE 78 <sup>th</sup> St. Suite #4 Vancouver, WA 98665	Olympia Node	10Mbps	NoaNet	\$780.00	\$780.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge      \$780.00  
 Total Nonrecurring Charge                \$780.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**

State of Washington - Consolidated Technology Services



Authorized Signature

Michael Marfel

Name Typed or Printed

Asst. Director

Title

7/24/12

Date

**APPROVED**

Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Manager

Title

7/18/2012

Date



**SITE AGREEMENT # S13.36 TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 4015 2106 2 <sup>nd</sup> Ave, Seattle, WA 98121	Olympia Node	10M	BP4B5 (Ethernet Over Copper)	\$600	\$50.00	\$1200.00	Y

\*EZI NRC Charges of \$1839 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge      \$650  
 Total Nonrecurring Charge              \$1200

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 Consolidated Technology Services



Authorized Signature

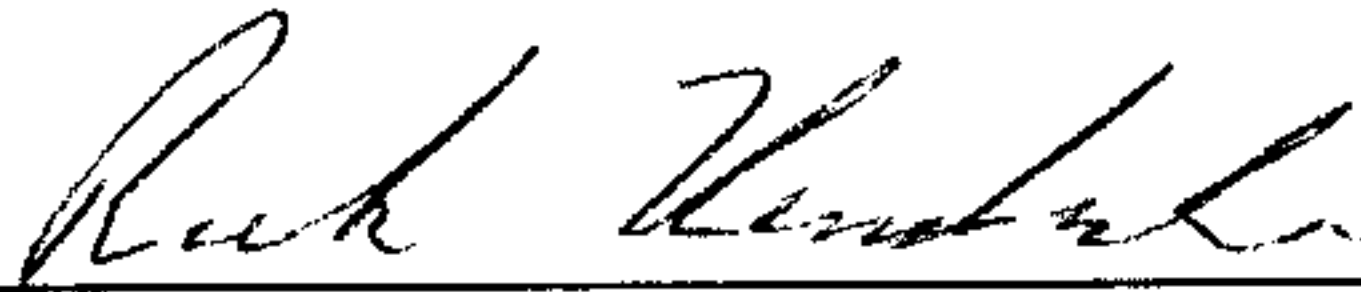
Michael Martel  
 Name Typed or Printed

Assistant Director  
 Title

8/8/12  
 Date

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson  
 Name Typed or Printed

Manager  
 Title

8/2/12  
 Date

Date



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 6006 808 S. Columbus Ave. Goldendale, WA 98620	CTS Olympia Node 1115 Washington St., Olympia, WA 98501	10Mbps	NoaNet	\$1170.00	\$5,200.00	Y
DSHS 6023 366 SW 2 <sup>nd</sup> St. Stevenson, WA 98648	CTS Olympia Node 1115 Washington St., Olympia, WA 98501	10Mbps	NoaNet	\$1170.00	\$3,900.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:


Total Monthly Recurring Charge   **\$2,340.00**  
 Total Nonrecurring Charge           **\$9,100.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries





Authorized Signature  
 Name Typed or Printed

Authorized Signature  
 Name Typed or Printed

*Acting Assistant Director*  
 Title

*Manager*  
 Title

*9-5-12*  
 Date

*September 5, 2012*  
 Date

**AMENDMENT ONE TO THE SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This First Amendment ("First Agreement") is to the Site Agreement ("Site Agreement"), content ID 399751, Contract #S13.42 to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**CenturyLink and CTS wish to amend the Site Agreement as follows:**

1. The Location outlined in the table below, outlined in the Site Agreement in the table in Section 2, titled Installation/Location(s), of the Site Agreement is being revised to upgrade the 10Mb service at the location; adds additional EVCs and updates the pricing accordingly.

2

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 5009 1301 E. 72 <sup>nd</sup> St. Tacoma, WA 98404	Olympia Node	100M (upgrade from 10M)	BP4L5	\$800	\$50 x 2  (2 EVCs @ \$50 each)	\$0	Y

\*EZI NRC Charges of \$975 are in addition to the rates outlined in the above pricing table and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge      \$900.00  
Total Nonrecurring Charge                \$0

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
Consolidated Technology Services



Authorized Signature

Bruce Shurtz

Name Typed or Printed

Assistant Director

Title

12-10-12

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

December 10, 2012

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 4025 101 S. King St Seattle, WA 98104	Olympia Node	100M (upgrade from 10M)	BP4L5	\$800	\$50	\$0	Y

\*EZI NRC Charges of \$975 are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    \$850  
 Total Nonrecurring Charge            \$0

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 Consolidated Technology Services



Authorized Signature

Bruce Shurtz

Name Typed or Printed

Assistant Director

Title

12-10-12

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

December 6, 2012

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 1007 1600 W. 1 <sup>st</sup> St. Newport, WA 99156	Olympia Node	10Mb	NoaNet	\$1,170	\$9,445	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

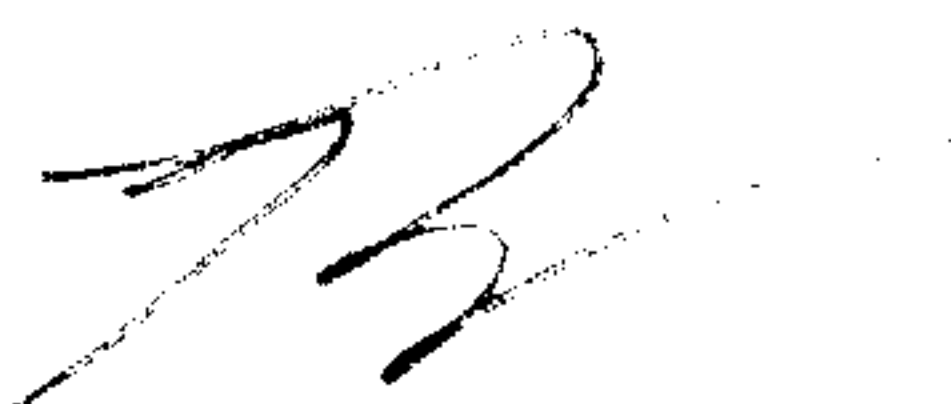
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    \$1,170  
 Total Nonrecurring Charge            \$9,445

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 Consolidated Technology Services



Authorized Signature

Bruce Shurtz

Name Typed or Printed

TSD AD

Title

2/28/13

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

2/26/2013

Date



**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Pend Oreille County 331 S. Garden Newport, WA 99156	Olympia Node	10Mb	NoaNet	\$1040	\$3250	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$1,040**  
Total Nonrecurring Charge             **\$3,250**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
Consolidated Technology Services



Authorized Signature

Bruce Shutz

Name Typed or Printed

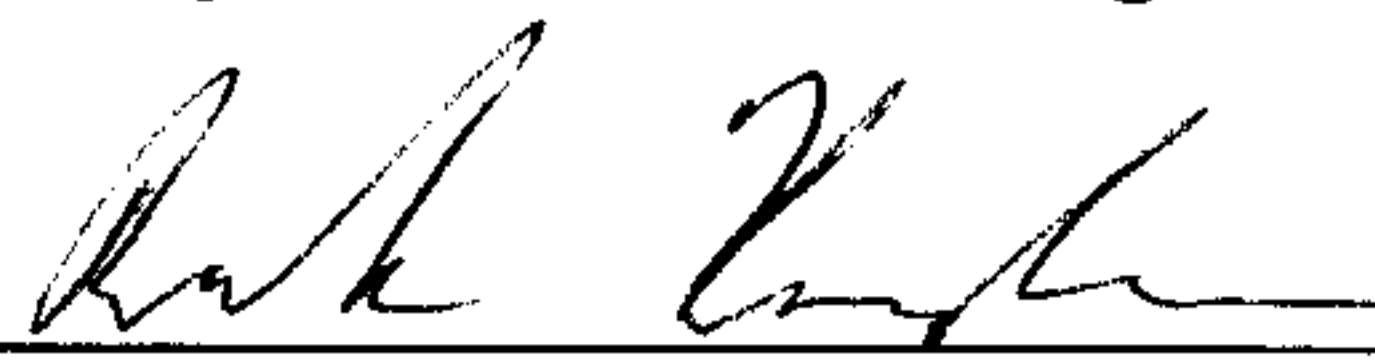
TSD AD

Title

2-25-13

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

2/26/2013

Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires twelve (12) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DOL County 2601 625 W. 4 <sup>th</sup> Newport, WA 99156	Olympia Node	10Mb	NoaNet	\$1,170	\$9,620	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge	<b>\$1,170</b>
Total Nonrecurring Charge	<b>\$9,620</b>

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.



APPROVED  
Consolidated Technology Services



Authorized Signature

Bruce Shurtz

Name Typed or Printed

TSD AD

Title

7-28-13

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Sales Manager

Title

2/20/2013

Date

**AMENDMENT ONE TO THE  
SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This First Amendment ("First Amendment") is to the Site Agreement ("Site Agreement"), Content ID #391284, Contract # S12.34, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC under which CTS purchases Ethernet Service ("Service").

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. The Service provided at Department of Ecology outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement is revised to reflect the Service outlined in the table below. All other information outlined in the table of the Agreement remains unchanged. CenturyLink's records will document the actual removal date of the Ethernet connection at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Band width Metering Available? Y/N
<b>Remove Location:</b> Department of Ecology 4601 N. Montroe St. Spokane, WA 99205	CTS Olympia Node	10Mb	NoaNet (Ethernet over Copper	\$1106	\$5000	Y

The monthly recurring charges above supersede the charges for the subject location previously agreed to in the Site Agreement including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Site Agreement. Any new nonrecurring charges are in addition to any previously agreed to such charges in the Site Agreement, unless noted otherwise. Additions to Service must meet the requirements of the Minimum Service Period.

2. This First Amendment will be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").
3. Except as expressly modified by this First Amendment, the Site Agreement shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this First Amendment conflict with the terms of the Site Agreement, the terms of this First Amendment shall control.

4. The Site Agreement and this First Amendment constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

State of Washington, Consolidated Technology  
Services



Authorized Signature

Bruce Shultz

Name Typed or Printed

750 AD

Title

3-15-13

Date

Qwest Communications Company, LLC d/b/a  
CenturyLink QCC



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Manager

Title

March 5, 2013

Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services** ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 6112 411 W. Washington St. Sequim, WA 98382	Olympia Node	10Mb	BP4B4	\$600	\$50	\$600	Y

\*EZI NRC Charges of \$2657.20 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.


**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$650**  
Total Nonrecurring Charge             **\$600**


**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
Consolidated Technology Services

  
\_\_\_\_\_  
Authorized Signature  
*Bruce Shurtz*  
\_\_\_\_\_  
Name Typed or Printed  
*TSD OD*  
\_\_\_\_\_  
Title  
*3-15-13*  
\_\_\_\_\_  
Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries

  
\_\_\_\_\_  
Authorized Signature  
*Rick Hendrickson*  
\_\_\_\_\_  
Name Typed or Printed  
*Manager*  
\_\_\_\_\_  
Title  
*3/11/2013*  
\_\_\_\_\_  
Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

- 1. TERM.**  
1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").
- 2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 6017 2601 pacific Ave N. Long Beach, WA 98631	Olympia Node	10Mb	NoaNet	\$1,170	\$13,260	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

- 3. CHARGES.** CTS will pay the following charges for Service:  

Total Monthly Recurring Charge	\$1,170
Total Nonrecurring Charge	\$13,260
- 4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
Consolidated Technology Services



Authorized Signature

Bruce Shortle

Name Typed or Printed

TSD SD

Title

3-15-13

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Manager

Title

3/11/2013

Date



**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 1003 1100 S. Main Colville, WA 99114	Olympia Node	10Mb	NoaNet	\$1,040	\$3,250	Y
DSHS 1011 89 E. Delaware Republic, WA 99166	Olympia Node	10Mb	NoaNet	\$1,040	\$15,210	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$2,080**  
Total Nonrecurring Charge           **\$18,460**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.



APPROVED  
Consolidated Technology Services



Authorized Signature

*Bruce Shultz*

Name Typed or Printed

*TSD DD*

Title

*3-15-13*

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

*Rick Hendrickson*

Name Typed or Printed

*Manager*

Title

*3/12/2013*

Date

**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Ecology 7411 Beach Dr. E, Port Orchard, WA 98366	Olympia Node	10Mb	NoaNet	\$1,170	\$4,290	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     **\$1,170.00**  
Total Nonrecurring Charge             **\$4,290.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
Consolidated Technology Services



Authorized Signature

Bruce Shurtz

Name Typed or Printed

TSD - SD

Title

3.22.13

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Rick Hendrickson

Name Typed or Printed

Manager

Title

March 20, 2013

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services** ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Revenue 734 E. 1 <sup>st</sup> St., Ste B Port Angeles, WA 98362	Olympia Node	10Mb	BP4B4	\$621.00	\$50.00	\$600.00	Y

\*EZI NRC Charges of \$3,482.70 are in addition to the rates outlined above pricing table and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     \$671.00  
 Total Nonrecurring Charge             \$600.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



\_\_\_\_\_  
 Authorized Signature  
**BRUCE SHURTZ**  
 Name Typed or Printed

**ASSISTANT DIRECTOR, TSD**  
 Title

**4-22-13**  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



\_\_\_\_\_  
 Authorized Signature  
 Rick Hendrickson  
 Name Typed or Printed

\_\_\_\_\_  
 Manager  
 Title

**April 17, 2013**  
 Date



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Band width Metering Available? Y/N
Dept of Corrections 1953 7 <sup>th</sup> Ave Longview, WA 98632	Olympia Node	100Mb	NoaNet	\$1,456	\$4,550	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    \$1,456  
 Total Nonrecurring Charge            \$4,550

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

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



\_\_\_\_\_  
 Authorized Signature  
**BRUCE SHURTZ**  
 Name Typed or Printed

**ASSISTANT DIRECTOR, TSD**  
 Title

**4-22-13**  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries



\_\_\_\_\_  
 Authorized Signature  
 Rick Hendrickson  
 Name Typed or Printed

\_\_\_\_\_  
 Manager  
 Title

**April 17, 2013**  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Fish and Wildlife 375 Hudson ST Port Townsend, WA 98368	Olympia Node	10Mb	BP4B4	\$621.00	\$50.00	\$600.00	Y

\*EZI NRC Charges of \$1,358.40 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

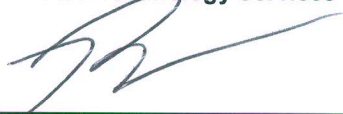
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     \$671.00  
 Total Nonrecurring Charge             \$600.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**



Authorized Signature

**BRUCE SHURTZ**

Name Typed or Printed

**ASSISTANT DIRECTOR, TSD**

Title

Date

*5.16.13*

**APPROVED**  
**Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries**



Authorized Signature

Susan Baker

Name Typed or Printed

Manager Offer Management

Title

Date

*5/10/2013*



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires thirty-six (36) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Chelan County CNTY0401 401 Washington, Wenatchee, WA 98801	Olympia Node	100Mb	NoaNet	\$875.00	\$0.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$875.00**  
 Total Nonrecurring Charge            **\$ 0.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**



Authorized Signature

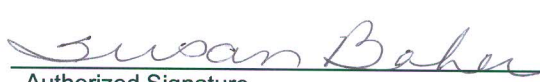
**BRUCE SHURTZ**  
 Name Typed or Printed

**ASSISTANT DIRECTOR, T&D**  
 Title

Date

5-23-13

**APPROVED**  
**Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries**



Authorized Signature

Susan Baker  
 Name Typed or Printed

Manager, Offer Management  
 Title

5/21/2013  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Revenue 1904 Humboldt St. Bellingham, WA 98229	Olympia Node	100Mb	NoaNet	\$1,125.00	\$3,125.00	Y
Dept of Revenue 4841 Auto Center Way Bremerton, WA 98312	Olympia Node	100Mb	NoaNet	\$975.00	\$11,875.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge   \$ 2,100.00  
 Total Nonrecurring Charge           \$15,000.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.



APPROVED  
Consolidated Technology Services



Authorized Signature

BRUCE SHURTZ

Name Typed or Printed

ASSISTANT DIRECTOR, TSD

Title

6-3-13

Date

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

5/31/2013

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
San Juan County 350 Court Street Friday Harbor, WA 98250	Olympia Node	100 Mbps	NoaNet	\$1,650.00	\$3,125.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge      \$1,650.00  
 Total Nonrecurring Charge                \$3,125.00


**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED  
 Consolidated Technology Services**

**APPROVED  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries**





Authorized Signature

Authorized Signature



Susan Baker

Name Typed or Printed

Name Typed or Printed



Manager Offer Management

Title

Title





Date

Date

**Amendment 12-08**  
to  
**Contract Number T11-PCH-529**  
for  
**Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (*Authority for Modifications and Amendments*) and Provision 47(*Assignment*) of Contract Number T11-PCH-529 (“**Contract**”), this Amendment 12-08 is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC (“**Vendor**”), The Department of Information Services (“**Assignor**”), and Washington K-20 Network - Office of Financial Management (“**Assignee**”).

The parties hereby agree to amend the Contract as follows:

- 1) This Amendment shall confirm the assignment and delegation of Supplemental Work Order S11-09 and S11-10 to Assignee of all rights, duties and obligations held by Assignor under the above referenced Contract pursuant to the Assignment attached as Schedule A, which is incorporated by reference. The parties agree this assignment will not substantially change Obligor’s duties or risk, is not prohibited by law, and is compliant with all express contractual provisions.
- 2) The parties agree to amend the Contract to modify the name of Qwest Communications Company, LLC formerly Qwest Communications Corporation (referred to as “Qwest” or “QCC”) to Qwest Communications Company, LLC d/b/a CenturyLink QCC (referred to as “CenturyLink”). All references to “Qwest” or “QCC” are hereby replaced with “CenturyLink.”

All other provisions of Contract Number T11-PCH-529, including previous amendments, if any, shall remain in full force and effect.

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


This Amendment 12-08 shall be effective as of October 1, 2011.

**Approved**


State of Washington,  
Department of Information Services

**Approved**


Qwest Communications Company, LLC d/b/a  
CenturyLink QCC/Vendor

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

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

Susan Baker  
\_\_\_\_\_  
Print or Type Name

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

Manager Offer Management 07/15/13  
\_\_\_\_\_  
Title Date



## Schedule A

# ASSIGNMENT AGREEMENT

This Assignment Agreement is entered into by and between the Qwest Communications Company, LLC d/b/a CenturyLink QCC (“**Vendor**”), The Department of Information Services (“**Assignor**”), and Washington K-20 Network - Office of Financial Management (“**Assignee**”) for the purpose of all contracts listed in Appendix A.

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

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

WHEREAS, the Washington State Legislature has created under ESSB 5931 which includes delegation of contracting authority, Washington K-20 Network - Office of Financial Management.

WHEREAS, Department of Information Services is assigning its rights and duties under the contracts listed in Appendix A to Washington K-20 Network - Office of Financial Management.

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

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

1. Assignor confirms the transfer of all its rights, title, interest, benefits, duties and obligations under the Contract to Assignee, and waives any claims and rights that it now has or in the future may have against Obligor in connection with the Contract.
2. Assignee hereby accepts the assignment and agrees to be bound by the term and conditions of the Contract. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee

warrants it is in a position and promises to fully perform all obligations that may exist under the Contract.

3. Obligor recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Agreement becomes entitled to all of Assignor's rights, titles, and interests in and to the Contract(s) listed in Appendix A as if Assignee were the original party to the Contract.
4. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.
5. The parties hereby agree to delete all references to Department of Information Service in the Contract(s) listed in Appendix A and replace them with Washington K-20 Network - Office of Financial Management.

This Assignment shall be effective as of October 1, 2011.

**Approved**

State of Washington  
Department of Information Services  
Assignor

Christy Ridout  
Signature

CHRISTY RIDOUT  
Print or Type Name

Deputy Director 7/29/13  
Title Date

**Approved**

Washington K-20 Network – Office of Financial  
Management  
Assignee

William M Schrier  
Signature

William M Schrier  
Print or Type Name

Sr Policy Advisor 30 July 2013  
Title Date

**Approved**

Qwest Communications Company, LLC  
d/b/a CenturyLink QCC  
Vendor

Susan Baker  
Signature

Susan Baker  
Print or Type Name

Manager Offer Management 07/15/13  
Title Date

## Appendix A

This Assignment applies to the following contract:

Contract Number & Assignment Clause Number

1. Supplemental Work Order S11-09 and  
Supplemental Work Order S11-10 to Contract  
T11-PCH-529 Assignment Clause Number 47



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 6123 2404 Heritage Ct SW Olympia, WA 98502	Olympia Node	10 Mbps	BP4B4	\$400.00	\$50.00	\$600.00	Y

\*EZI NRC Charges of \$2,079.60 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$450.00**  
 Total Nonrecurring Charge            **\$600.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED  
 Consolidated Technology Services**

  
 \_\_\_\_\_  
 Authorized Signature

Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed

Asst Director, TSD/CTS  
 \_\_\_\_\_  
 Title

9/4/13  
 \_\_\_\_\_  
 Date

**APPROVED  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

8/29/2013  
 \_\_\_\_\_  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DFW Omak 640 Jasmine Street Omak, WA 98841	Olympia Node	10Mb	NoaNet	\$250.00	\$0.00	Y

\*EZI NRC Charges of \$0 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

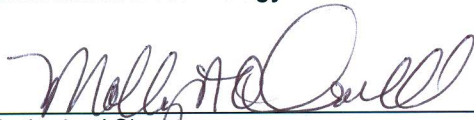
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    \$250  
 Total Nonrecurring Charge            \$0

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**

  
 \_\_\_\_\_  
 Authorized Signature

Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed

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

11-18-13  
 \_\_\_\_\_  
 Date

**APPROVED**  
**Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

November 12, 2013  
 \_\_\_\_\_  
 Date



**SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Gambling Commission 4301 S. Pine St. Suite 307 Tacoma, WA 98409	Olympia Node	10 Mbps	BP4B4	\$440.00	\$50.00	\$0.00	Y

\*EZI NRC Charges of \$2,476.80 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     \$490.00  
Total Nonrecurring Charge                 \$ 0.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**



Authorized Signature

Molly O'Donnelly

Name Typed or Printed

Asst. Director

Title

11-18-13

Date

**APPROVED**  
**Qwest Communications Company, LLC d/b/a**  
**CenturyLink QCC including its subsidiaries**



Authorized Signature

Constantine N. Gartelos

Name Typed or Printed

Manager, Offer Management

Title

11/6/2013

Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 3011 900 College Way Mt. Vernon, WA 98273	Olympia Node	100Mb	NoaNet	\$420.00	\$0.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    \$420.00  
 Total Nonrecurring Charge            \$ 0.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED  
 Consolidated Technology Services**

  
 \_\_\_\_\_  
 Authorized Signature

Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed

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

11-18-13  
 \_\_\_\_\_  
 Date

**APPROVED  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

11/12/2013  
 \_\_\_\_\_  
 Date



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires twenty-four (24) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
DSHS 1017 8517 E. Trent Ave., Spokane, WA 99212	Olympia Node	100Mb	NoaNet	\$420.00	\$0.00	Y

\*EZI NRC Charges of N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

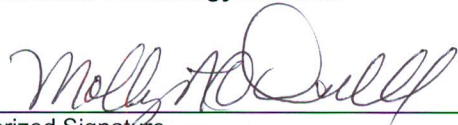
Total Monthly Recurring Charge    \$420.00  
 Total Nonrecurring Charge            \$ 0.00


**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED  
 Consolidated Technology Services**

**APPROVED  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature  
 Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed  
 Asst. Director  
 \_\_\_\_\_  
 Title  
 11-18-13  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Signature  
 Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed  
 Manager, Offer Management  
 \_\_\_\_\_  
 Title  
 11/12/2013  
 \_\_\_\_\_  
 Date

**AMENDMENT ONE TO SITE AGREEMENT S13.56 -  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service").

**1. MODIFICATION: CenturyLink and customer wish to Amend the Agreement as shown below.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Fish and Wildlife 375 Hudson Street Port Townsend, WA 98368	Olympia Node	10Mb	NoaNet (changed to NoaNet)	\$671.00	\$0 (N/A)	\$600.00	Y

\*EZI NRC Charges of \$1,358.40 outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge     \$671.00  
 Total Nonrecurring Charge             \$600.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**

**APPROVED**  
**Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries**

*Molly O'Donnell*

*Susan Baker*

Authorized Signature

Authorized Signature

*Molly O'Donnell*

Susan Baker

Name Typed or Printed

Name Typed or Printed

*Asst Director*

Manager Offer Management

Title

Title

*11/20/13*

11/14/2013

Date

Date

**Amendment Number 10**  
**to**  
**Contract Number T11-PCH-529**  
**for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 10 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a/ CenturyLink QCC, including its subsidiaries ("Contractor").

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

The parties hereby agree to amend the Contract as follows:

5. 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 T11-PCH-529 shall remain in full force and effect.

This Amendment 10 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 A. O'DONNELL  
Print or Type Name  
Asst. Director 12/16/13  
Title Date

Approved  
Qwest Communications Company,  
LLC d/b/a/ CenturyLink QCC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Susan Baker  
Print or Type Name  
Manager, Offer Mgmt 12/12/2013  
Title Date



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services** ("Customer") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to Customer under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Site Name	Location (Address/City/State)	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Band width Metering Available? Y/N
State Data Center	532 16 <sup>th</sup> Avenue Olympia, WA 98501	10 Gigabit	NoaNet	\$35,000.00	\$0.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** Customer will pay the following charges for Service:

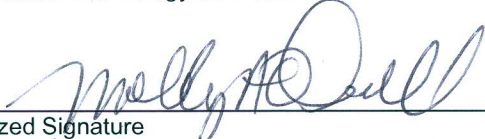
Total Monthly Recurring Charge    \$35,000.00  
 Total Nonrecurring Charge            \$0.00

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**

Consolidated Technology Services

  
 \_\_\_\_\_  
 Authorized Signature

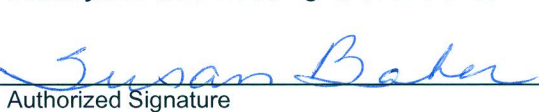
Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed

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

12/23/13  
 \_\_\_\_\_  
 Date

**APPROVED**

Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager Offer Management  
 \_\_\_\_\_  
 Title

December 11, 2013  
 \_\_\_\_\_  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Site Name	Location (Address/City/State)	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
State Data Center	532 16 <sup>th</sup> Ave SE Olympia, WA 98504	10 Gbps	BP7J5	\$6,800.00	\$7,500.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

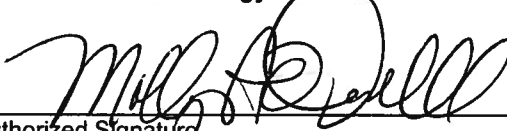
**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$6,800.00**  
 Total Nonrecurring Charge            **\$7,500.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 Consolidated Technology Services

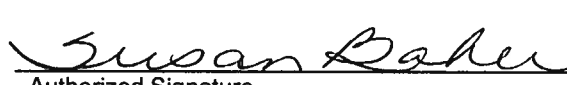
  
 \_\_\_\_\_  
 Authorized Signature

Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed

Asst Director  
 \_\_\_\_\_  
 Title

2/13/14  
 \_\_\_\_\_  
 Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries

  
 \_\_\_\_\_  
 Authorized Signature

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Manager, Offer Management  
 \_\_\_\_\_  
 Title

2/10/2014  
 \_\_\_\_\_  
 Date

**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("CTS") for the provision of Ethernet Service ("Service").

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires sixty (60) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).** Contractor's records will document the actual date of installation of the Ethernet connection(s) at the following service location(s):

Site Name	Location (Address/City/State)	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
State Data Center	532 16 <sup>th</sup> Ave SE Olympia, WA 98504	10 Gbps	BP7J5	\$6,800.00	\$7,500.00	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

**3. CHARGES.** CTS will pay the following charges for Service:

Total Monthly Recurring Charge    **\$6,800.00**  
 Total Nonrecurring Charge            **\$7,500.00**

**4.** This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
 Consolidated Technology Services



Authorized Signature

Molly O'Donnell

Name Typed or Printed

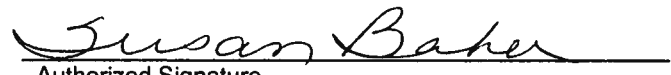
Asst Director

Title

2/13/14

Date

**APPROVED**  
 Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries



Authorized Signature

Susan Baker

Name Typed or Printed

Manager, Offer Management

Title

2/10/2014

Date



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service"). These sites were awarded from CTS RFQ #T14-RFQ-019.

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires thirty-six (36) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).**

A. Contractor's records will document the actual date of installation of the CenturyLink/NoaNet Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Licensing 145 Jade St Walla Walla, WA 99362	Olympia Node SWO # S-11	10Mb	NoaNet	\$756	\$0	Y
Dept of Licensing 421 5 <sup>th</sup> Ave. Forks, WA 98331	Olympia Node SWO # S-11	10Mb	NoaNet	\$756	\$0	Y
Dept of Licensing 511 Park St Davenport, WA 99122	Olympia Node SWO # S-11	10Mb	NoaNet	\$756	\$0	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

B. Contractor's records will document the actual date of installation of the CenturyLink Metro Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Licensing 1000 2 <sup>nd</sup> Ave Seattle, WA 98104	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 1313 Bellevue Redmond Rd Bellevue, WA 98005	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 1314 Union Ave NE Renton, WA 98059	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 1617 S. 324 <sup>th</sup> St Federal Way, WA 98003	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 2000 4 <sup>th</sup> Ave W Olympia, WA 98502	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 228 W 1 <sup>st</sup> St. Port Angeles, WA 98362	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y

Dept of Licensing 2300 S. Park Ave Port Townsend, WA 98368	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 2502 112 <sup>th</sup> St E Tacoma, WA 98445	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 2511 Olympic Hwy N Shelton, WA 98584	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 25410 74 <sup>th</sup> Ave S Kent, WA 98032	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 320 N 85 <sup>th</sup> St Seattle, WA 98103	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 4180 Cordata Pkwy Bellingham, WA 98226	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 6402 Yakima Ave Tacoma, WA 98408	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 733 River Rd Puyallup, WA 98371	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y
Dept of Licensing 8830 25 <sup>th</sup> Ave SW Seattle, WA 98106	Olympia Node SWO # S-13	10Mb	BP3B3	\$465	\$50	\$0	Y

\*EZI NRC Charges of \$2,015 per site outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

3. **CHARGES.** CTS will pay the following charges for Service:

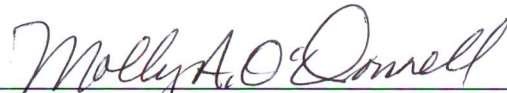
Total Monthly Recurring Charge    \$9,993.00  
 Total Nonrecurring Charge            \$    0.00

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**

**APPROVED**  
**Qwest Communications Company, LLC d/b/a**  
**CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature

  
 \_\_\_\_\_  
 Authorized Signature

Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

Assistant Director  
 \_\_\_\_\_  
 Title

Manager, Offer Management  
 \_\_\_\_\_  
 Title

2/20/14  
 \_\_\_\_\_  
 Date

2/12/2014  
 \_\_\_\_\_  
 Date



**SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This is a Site Agreement ("Site Agreement") to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, **Consolidated Technology Services ("CTS")** for the provision of Ethernet Service ("Service"). These sites were awarded from CTS RFQ #T14-RFQ-013.

**1. TERM.**

1.1 This Site Agreement is effective on the latest signature date and expires forty-eight (48) months from the date Service is available to CTS under this Site Agreement, as evidenced by Contractor's records ("Term").

**2. INSTALLATION/LOCATION(S).**

A. Contractor's records will document the actual date of installation of the CenturyLink/NoaNet Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connection Speed	USOC	MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Corrections 1801 Grove St Marysville, WA 98270	Olympia Node SWO #S-11	100Mb	NoaNet	\$420	\$0	Y
Dept of Corrections 18710 33rd Ave W Lynnwood, WA 98037	Olympia Node SWO #S-11	100Mb	NoaNet	\$420	\$0	Y
Dept of Corrections 707 2nd St Mount Vernon, WA 98273	Olympia Node SWO #S-11	100Mb	NoaNet	\$420	\$0	Y
Dept of Corrections 712 N 4 <sup>th</sup> Ave Pasco, WA 99301	Olympia Node SWO #S-11	100Mb	NoaNet	\$420	\$0	Y

\*EZI NRC Charges of \$N/A outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately.

B. Contractor's records will document the actual date of installation of the CenturyLink Metro Ethernet connection(s) at the following service location(s):

Location 1	Location 2	Connec- tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Corrections 1014 Bay St Port Orchard, WA 98366	Olympia Node SWO #S-13	100Mb	BP4L4	\$850	\$50	\$0	Y
Dept of Corrections 10918 Bridgeport Way SW Lakewood, WA 98499	Olympia Node SWO #S-13	100Mb	BP4L4	\$810	\$50	\$0	Y
Dept of Corrections 1107 SW Grady Way Renton, WA 98057	Olympia Node SWO #S-13	100Mb	BP4L4	\$810	\$50	\$0	Y
Dept of Corrections 1522 Cornwall Ave, Bellingham, WA 98225	Olympia Node SWO #S-13	100Mb	BP4L4	\$850	\$50	\$0	Y
Dept of Corrections 23 148th Ave SE Bellevue, WA 98007	Olympia Node SWO #S-13	100Mb	BP4L4	\$810	\$50	\$0	Y

Dept of Corrections 5002 Kitsap Way Bremerton, WA 98312	Olympia Node SWO #S-13	100Mb	BP4L4	\$810	\$50	\$0	Y
Dept of Corrections 507 N 4th St Shelton, WA 98584	Olympia Node SWO #S-13	100Mb	BP4L4	\$850	\$50	\$0	Y
Dept of Corrections 810 Virginia St Seattle, WA 98101	Olympia Node SWO #S-13	100Mb	BP4L4	\$810	\$50	\$0	Y
Dept of Corrections 9620 Stone Ave N Seattle, WA 98103	Olympia Node SWO #S-13	100Mb	BP4L4	\$810	\$50	\$0	Y

\*EZI NRC Charges per site outlined in the above pricing table are in addition to the rates outlined above and will be invoiced separately. The rates per site are as follows:

- 1014 Bay St, Port Orchard, WA 98366 - \$2152.80
- 10918 Bridgeport Way SW, Lakewood, WA 98499 - \$2510.40
- 1107 SW Grady Way, Renton, WA 98057 - \$1500
- 1522 Cornwall Ave, Bellingham, WA 98225 - \$1500
- 23 148th SE, Bellevue, WA 98007 - \$1977.60
- 5002 Kitsap Way, Bremerton, WA 98312 - \$2047.20
- 507 N 4th St, Shelton, WA 98584 - \$1405.20
- 810 Virginia St, Seattle, WA 98101 - \$975
- 9620 Stone Ave N, Seattle, WA 98103 - \$2776.80

3. **CHARGES.** CTS will pay the following charges for Service:

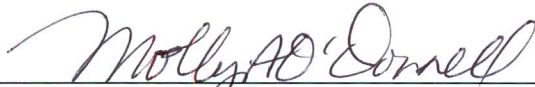
Total Monthly Recurring Charge    **\$9,540.00**  
 Total Nonrecurring Charge            **\$ 0.00**

4. This Site Agreement shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

**APPROVED**  
**Consolidated Technology Services**

**APPROVED**  
**Qwest Communications Company, LLC d/b/a**  
**CenturyLink QCC including its subsidiaries**

  
 \_\_\_\_\_  
 Authorized Signature

  
 \_\_\_\_\_  
 Authorized Signature

*Molly O'Donnelly*  
 \_\_\_\_\_  
 Name Typed or Printed

Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed

*Assistant Director*  
 \_\_\_\_\_  
 Title

Manager, Offer Management  
 \_\_\_\_\_  
 Title

*2/20/14*  
 \_\_\_\_\_  
 Date

2/12/2014  
 \_\_\_\_\_  
 Date



**Supplemental Work Order 14**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

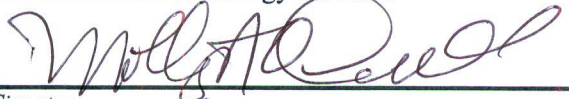
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 14 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Molly O'Donnell  
\_\_\_\_\_  
Print or Type Name

Asst Director 3/19/14  
\_\_\_\_\_  
Title Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management 3/6/2014  
\_\_\_\_\_  
Title Date

Attachment 1  
 SWO 14  
 T14-RFQ-022  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Taxes	DMARC	Trunk Circuit
DSHS6052	64 Main St 1 <sup>st</sup> Floor	Cathlamet	Olympia	10	\$672.00	\$43.68	\$3,000.00	\$195.00	\$1,800.00	SWO 11
DSHS6053	205 S Columbus Court house	Goldendale	Olympia	10	\$672.00	\$43.68	\$4,800.00	\$312.00	\$1,800.00	SWO 11



**Supplemental Work Order 15**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 15 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Molly A. O'Donnell  
\_\_\_\_\_  
Print or Type Name

Asst Director 3/19/14  
\_\_\_\_\_  
Title Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management 3/6/2014  
\_\_\_\_\_  
Title Date

Attachment 1  
SWO 15  
T14-RFQ-022  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	Taxes	DMARC	Trunk
DSHS 1031	S 298 Main Ste 204 Town Center Bldg	Colville	Olympia	10	\$672.00	\$43.68	\$10,824.00	\$703.56	\$1,800.00	\$157.50
DSHS 1038	450 Logan Courthouse 3 <sup>rd</sup> Fl	Davenport	Olympia	10	\$672.00	\$43.68	\$27,000.00	\$1750.00	\$1,800.00	\$157.50
DSHS 2010	135 2 <sup>nd</sup> St Ste 210	Asotin	Olympia	10	\$672.00	\$43.68	\$10,824.00	\$703.56	\$1,800.00	\$157.50
(*) DSHS 5012	730 Prospect St WAPA DR site	Port Orchard	Olympia	10	\$440.00	\$28.60			\$11,976.00	\$31.50
(*) DSHS 5036	3888 Randall Way	Silverdale	Olympia	10	\$440.00	\$28.60			\$15,900.00	\$31.50
DSHS 6045	11 Youth Camp Lane HCR 78 Box 200	Naselle	Olympia	100	\$1218.00	\$79.17	\$11,520.00	\$748.00	\$1,800.00	\$560.00
(*) DSHS 6051	1820 Jefferson 3 <sup>rd</sup> Floor	Port Townsend	Olympia	10	\$440.00	\$28.60			\$7,152.00	\$31.50
(*) DSHS 6055	618 S Peabody Ste G	Port Angeles	Olympia	10	\$440.00	\$28.60			\$9,180.00	\$31.50

(\*) VLAN MRC: \$50.00



**AMENDMENT ONE TO THE SITE AGREEMENT TO  
CONTRACT NUMBER T11-PCH-529 FOR  
ETHERNET TRANSPORT SERVICES**

This Amendment ("Amendment") is to the Site Agreement ("Site Agreement"), Pramata ID #846909, Contract # S-12, to Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") and the State of Washington, Consolidated Technology Services ("Customer" or "CTS") for the provision of Ethernet Service ("Service"). Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement.

CenturyLink and CTS wish to amend the Site Agreement as follows:

1. The Services outlined in the table in Section 2, titled Installation/Location(s), of the Site Agreement are revised to remove the locations identified below and add locations identified below. All other locations outlined in the Site Agreement remain as outlined in the Site Agreement.

**REMOVE THESE LOCATIONS:**

Location 1	Location 2	Conne- tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Corrections 1522 Cornwall Ave, Bellingham, WA 98225	Olympia Node SWO #S-13	100Mbps	BP4L4	\$850.00	\$50.00	\$0.00	Y
500 SW 7th St. Renton, WA	Olympia Node SWO #S-13	100 Mbps	BP4L4	\$810.00	\$50.00	\$0.00	Y

\*EZI NRC Charges in the amount of \$1,500.00 for each of the sites outlined in the above pricing table is in addition to the rates outlined above and will be invoiced separately

**ADD THESE LOCATIONS:**

Location 1	Location 2	Conne- tion Speed	USOC	MRC (each)	EVC MRC (each)	*NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
Dept of Corrections 1400 N. Forest St. Bellingham, WA	Olympia Node SWO #S-13	100 Mbps	BP4L4	\$850.00	\$50.00	\$0.00	Y
1107 SW Grady Way Renton, WA	Olympia Node SWO #S-13	100 Mbps	BP4L4	\$810.00	\$50.00	\$0.00	Y

\*EZI NRC Charges in the amount of \$1,500.00 for each of the sites outlined in the above pricing table is in addition to the rates outlined above and will be invoiced separately

2. This Amendment shall be effective on the date that all mandatory filing requirements are met and approved by the Washington Utilities and Transportation Commission ("WUTC").

The parties have read, understand and agree to all of the above terms and conditions of this Site Agreement and hereby execute and authorize this Site Agreement.

APPROVED  
State of Washington, Consolidated Technology  
Services

APPROVED  
Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries

Molly O'Donnell  
Authorized Signature

Susan Baker  
Authorized Signature

Molly O'Donnell  
Name Typed or Printed

Susan Baker  
Name Typed or Printed

Assistant Director  
Title

Manager, Offer Management  
Title

3/27/14  
Date

3/20/2014  
Date



**Supplemental Work Order 17  
To  
Contract T11-PCH-529  
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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

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

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 17 to Contract Number T11-PCH-529 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                      4/23/14  
*Title*    *Date*

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

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

Susan Baker  
*Print or Type Name*

Manager, Offer Management                                      4/15/2014  
*Title*    *Date*

Attachment 1  
SWO 17  
T14-RFQ-076  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk Circuit SWO
DOCLGV3	1821 1 <sup>st</sup> Ave	Longview	Olympia	10	\$525.00	\$52.50	SWO 11

**Supplemental Work Order 16**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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



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

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

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

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

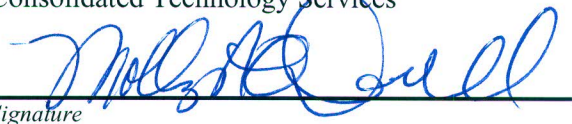
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 16 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
Signature

MOLLY O'DONNELL  
Print or Type Name

Asst. Director  
Title  
4/23/14  
Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
Signature

Susan Baker  
Print or Type Name

Manager, Offer Management  
Title  
4/15/2014  
Date

Attachment 1  
SWO 16  
T14-RFQ-076  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk Circuit SWO
DSHS6007	711 Vine St	Kelso	Olympia	10	\$525.00	\$52.50	SWO 11

**Supplemental Work Order 19**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANs.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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



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

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

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

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

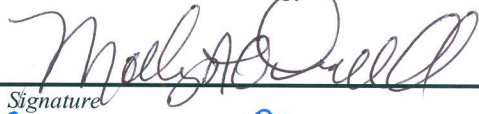
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 19 to Contract Number T11-PCH-529 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**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

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

**Susan Baker**  
\_\_\_\_\_  
*Print or Type Name*

**Manager, Offer Management** **5/23/2014**  
\_\_\_\_\_  
*Title* *Date*

Attachment 1  
 SWO 19  
 T14-RFQ-089  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Site A	Address	Location	Site B	Location	Mb	MRC	Taxes	Trunk Circuit SWO
LTS- DSHS 3001	20311 52 <sup>nd</sup> Ave W	Lynnwood	1511 3 <sup>rd</sup> Ave Ste 600	Seattle	10	\$496.20	\$49.62	SWO 11



**Supplemental Work Order 20**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 20 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANs.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

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

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

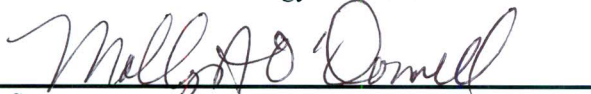
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 20 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Molly O'Donnell  
\_\_\_\_\_  
Print or Type Name

Asst. Director 6/2/14  
\_\_\_\_\_  
Title Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management 5/23/2014  
\_\_\_\_\_  
Title Date

Attachment 1  
 SWO 20  
 T14-RFQ-089  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Site A	Address	Location	Site B	Address	Location	Mb	MRC	Taxes
LTS- DSHS2042	4 E 3 <sup>rd</sup> St	Toppenish	LTS- DSHS1010	1313 N Atlantic St	Spokane	10	\$515.94	\$51.59

**Supplemental Work Order 21**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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



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

Contractor agrees to provide, at all times during the Term of this SWO, Ethernet Services at the throughout, price, and between the endpoints specified in Attachment 1.

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

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

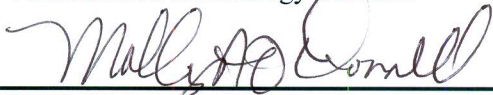
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 21 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Molly O'Donoghue  
\_\_\_\_\_  
Print or Type Name

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

6/2/14  
\_\_\_\_\_  
Date

**Approved**

**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC including its subsidiaries**

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management  
\_\_\_\_\_  
Title

5/23/2014  
\_\_\_\_\_  
Date

Attachment 1  
 SWO 21  
 T14-RFQ-089  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Site A	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk Circuit SWO
DSHS 1075	180 N Jefferson St Ste 8	Republic	Olympia	10	\$672.00	\$67.20	SWO 11

**Supplemental Work Order 22  
To  
Contract T11-PCH-529  
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 *Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 22 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

Molly O'Donnell  
\_\_\_\_\_  
*Print or Type Name*

Asst. Director 6/2/14  
\_\_\_\_\_  
*Title Date*

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

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

Susan Baker  
\_\_\_\_\_  
*Print or Type Name*

Manager, Offer Management 5/23/2014  
\_\_\_\_\_  
*Title Date*



Attachment 1  
SWO 22  
T14-RFQ-078  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Customer Site	Address	Location	CTS Node	M b	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC0201	135 2 <sup>nd</sup> St	Asotin	Olympia	10	\$1,008.00	\$100.80	\$0	\$9,234.00	SWO 11
DOLC0301	5600 W Canal Pl Ste B	Kennewick	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0302	620 Market	Prosser	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0303	101 Wellsian Way Ste E	Richland	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0304	3400 Clearwater Ave Ste 1	Kennewick	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0401	350 Orondo Ave	Wenatchee	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0408	151 Worthen St #102	Wenatchee	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0409	617 E Woodin Ave	Chelan	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0901	213 S Rainier	Waterville	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1001	350 E Delaware #2	Republic	Olympia	10	\$1,008.00	\$100.80	\$0	\$1,410.00	SWO 11
DOLC1101	1016 N 4 <sup>th</sup>	Pasco	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11

DOLC1106	3330 W Court Ste 0	Pasco	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1301	35 C St NW	Ephrata	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1308	1312 W Broadway	Moses Lake	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1311	908 S Central	Quincy	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1312	416 Midway Ave	Grand Coulee	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1501	1 NE 7 <sup>th</sup> St	Coupeville	Olympia	10	\$1,008.00	\$100.80	\$0	\$7,482.00	SWO 11
DOLC1517	811 N Sunrise Blvd Ste D	Camano Island	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC1716	1612 Cole St	Enumclaw	Olympia	10	\$475.00	\$47.50	\$50.00	\$4,474.80	SWO 11
DOLC1812	343 Winslow Way E	Bainbridge Island	Olympia	10	\$475.00	\$47.50	\$50.00	\$6,634.80	SWO 13
DOLC1822	9080 Silverdale Way NW #102	Silverdale	Olympia	10	\$475.00	\$47.50	\$50.00	\$2,674.80	SWO 11
DOLC1823	3850 Kitsap Way Ste 103	Bremerton	Olympia	10	\$475.00	\$47.50	\$50.00	\$6,634.80	SWO 13
DOLC1901	205 W 5 <sup>th</sup> Ave Ste 105	Ellensburg	Olympia	10	\$2.40	\$0.24	\$0	\$4,089.60	SWO 11
DOLC2201	450 Logan St	Davenport	Olympia	10	\$1,008.00	\$100.80	\$0	\$5,010.00	SWO 11
DOLC2313	301 E Wallace Kneeland Blvd #240	Shelton	Olympia	10	\$475.00	\$47.50	\$50.00	\$11,674.80	SWO 13
DOLC2729	18207 Old Sumner Buckley Hwy	Bonney Lake	Olympia	10	\$475.00	\$47.50	\$50.00	\$2,674.80	SWO 13
DOCL2912	819 Commercial Ave Ste B	Anacortes	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC2919	714 Metcalf	Sedro Woolley	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC2921	1520 E College Way	Mount Vernon	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3110	20631 Bothell Everett Hwy Ste H	Bothell	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3124	9327 4 <sup>th</sup> St NE Ste 7	Lake Stevens	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11

DOLC3144	4615 196 <sup>th</sup> SW Ste 150	Lynnwood	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3146	9111 Evergreen Way	Everett	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3150	1001 N Broadway Ste A7	Everett	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3151	14920 Highway 99 Ste 120	Lynnwood	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3501	64 Main St	Cathlamet	Olympia	10	\$1,008.00	\$100.80	\$0	\$1,410.00	SWO 11



**Supplemental Work Order 23**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 23 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 23 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Molly O'Donnell  
\_\_\_\_\_  
Print or Type Name

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

6/2/14  
\_\_\_\_\_  
Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management  
\_\_\_\_\_  
Title

5/23/2014  
\_\_\_\_\_  
Date

Attachment 1  
 SWO 23  
 T14-RFQ-023  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DOLC2505	7013 Sandridge Rd	Long Beach	Olympia	10	\$144.00	\$9.36	\$1,950.00	SWO 11

**AMENDMENT ONE  
 TO THE  
 SITE AGREEMENT TO  
 CONTRACT NUMBER T11-PCH-529 FOR  
 ETHERNET TRANSPORT SERVICES**

This Amendment No. 1 ("Amendment") is to the Site Agreement ("Site Agreement"), Pramata ID: 846905, CTS Contract Number T11-PCH-529 for Ethernet Transport Services (the "Contract") by and between State of Washington, Consolidated Technology Services ("CTS" or "Customer") and Qwest Communications Company, LLC d/b/a CenturyLink QCC including its subsidiaries ("Contractor") for the provision of Ethernet Service ("Service").

1. The purpose of this Amendment is to supplement and amend the Site Agreement as follows:
  - a) Revise the address for one location for the Department of Licensing as outlined in the table below per the Customer's request. All other information outlined in the table of the Agreement remains unchanged. CenturyLink records will document the actual date of installation of the Ethernet connections at the following service location:

Location 1	Location 2	Connection Speed	USOC	MRC (each)	EVC MRC (each)	NRC (each)	Rate Limiting/Bandwidth Metering Available? Y/N
<b>Department of Licensing</b>  <b>Update Service address from:</b> 2000 4 <sup>th</sup> Ave W Olympia, WA 98502  <b>Update Service address to:</b> 425 Black Lake Blvd, SW Olympia, WA 98502	Olympia Node SWO #S-13	10 Mb	BP3B3	\$465.00	\$50.00	\$0.00	Y

\*EZI NRC Charges of \$2,015 for the Service outlined in the above pricing table is in addition to the rates outlined above and will be invoiced separately.

2. The monthly recurring charges (MRC) and non-recurring charges (NRC) above supersede the charges for the subject location(s) previously agreed to in the Contract including any prior modifications. The monthly recurring amounts shown above are not necessarily the total, cumulative charges for all Service under the Site Agreement. Any new non-recurring charges are in addition to any previously agreed to such charges in the Site Agreement.
3. The Term for the Service outlined in the pricing table above is coterminous with the existing Term of the Service based on the original installation date.
4. Except as expressly modified by this Amendment, the Contract shall continue in full force and effect in accordance with its terms and constitutes the legal and binding obligations of CTS and CenturyLink. In the event the terms of this Amendment conflict with the terms of the Site Agreement, the terms of this Amendment shall control.
5. The Site Agreement and this First Amendment thereto constitute the complete agreement of the parties concerning the subject matter hereof, and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**State of Washington,  
 Consolidated Technology Services**

*Molly O'Donnell*  
 \_\_\_\_\_  
 Authorized Signature  
 Molly O'Donnell  
 \_\_\_\_\_  
 Name Typed or Printed  
 Assistant Director  
 \_\_\_\_\_  
 Title  
 6/3/14  
 \_\_\_\_\_  
 Date

**Qwest Communications Company, LLC d/b/a  
 CenturyLink QCC including its subsidiaries**

*Susan Baker*  
 \_\_\_\_\_  
 Authorized Signature  
 Susan Baker  
 \_\_\_\_\_  
 Name Typed or Printed  
 Manager, Offer Management  
 \_\_\_\_\_  
 Title  
 5/23/2014  
 \_\_\_\_\_  
 Date



**Supplemental Work Order 24**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 24 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

Molly O'Donnell  
Signature

MOLLY O'DONNELL  
Print or Type Name

ASSISTANT DIRECTOR 6/30/14  
Title Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

Susan Baker  
Signature

Susan Baker  
Print or Type Name

Mgr- Offer Mgmt 6-20-2014  
Title Date

Attachment 1  
SWO 24  
T14-RFQ-083  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOCSEA5	6335 35 <sup>th</sup> Ave SW	Seattle	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,954.80	SWO 13
DOCPUY1	405 W Stewart Ave	Puyallup	Olympia	100	\$700.00	\$70.00	\$50.00	\$1954.80	SWO 13
DOCOLY4	715 8 <sup>th</sup> Ave SE	Olympia	Olympia	100	\$700.00	\$70.00	\$50.00	\$1954.80	SWO 13
DOCCOL1	298 South Main	Colville	Olympia	100	\$1,344.00	\$134.40	\$0	\$10,944.00	SWO 11
DOCAUB1	420 E Main St	Auburn	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,954.80	SWO 13
DOCPH1	11696 Rhody Dr	Port Hadlock	Olympia	100	\$700.00	\$70.00	\$50.00	\$9,514.80	SWO 13
DOCPTA1	228 West First St	Port Angeles	Olympia	100	\$700.00	\$70.00	\$50.00	\$3,034.80	SWO 13

**Supplemental Work Order 25**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 25 to Contract Number T11-PCH-529 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 7/2/14  
Title Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
Signature

Susan Baker  
Print or Type Name

Manager, Offer Management 6/26/2014  
Title Date



Attachment 1  
SWO 25  
T14-RFQ-102  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

<b>Customer Site</b>	<b>Address</b>	<b>Location</b>	<b>CTS Node</b>	<b>Mb</b>	<b>MRC</b>	<b>Taxes</b>	<b>Trunk Circuit</b>
DSHS6126	1338 Commerce Ave Ste 305 &306	Longview	Olympia	10	\$210.00	\$21.00	SWO 11

**Supplemental Work Order 26  
To  
Contract T11-PCH-529  
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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 26 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

MR.   
Signature


MOLLY O'DONNELL  
Print or Type Name

ASSISTANT DIRECTOR  
Title

6/30/14  
Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
Signature

Susan Baker  
Print or Type Name

Manager, Offer Management  
Title

6/25/2014  
Date

Attachment 1  
 SWO 26  
 T14-RFQ-022  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	NRC	NRC Taxes	VLAN	DMARC	Trunk Circuit
DOC CEN1	20311 Old Highway 9 SW	Centralia	Olympia	100	\$810.00	\$52.65	\$1,200.00	\$78.00	\$50.00	\$58,798.80	SWO 13



**Supplemental Work Order 27**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 27 to Contract Number T11-PCH-529 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 7/8/14  
\_\_\_\_\_  
*Title Date*

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

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

Susan Baker  
\_\_\_\_\_  
*Print or Type Name*

Manager, Offer Management 6/30/2014  
\_\_\_\_\_  
*Title Date*

Attachment 1  
SWO 27  
T14-RFQ-106  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DSHS 2025	1661 Fowler St	Richland	Olympia	100	\$2.40	\$0.24	\$12,456.00	SWO 11

**Supplemental Work Order 28**  
**To**  
**Contract T11-PCH-529**  
**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 *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 28 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

Molly O'Donnell MER  
Signature

MOLLY O'DONNELL  
Print or Type Name

ASSISTANT DIRECTOR 7/10/14  
Title Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

Susan Baker  
Signature

Susan Baker  
Print or Type Name

Manager, Offer Management 7/7/2014  
Title Date

Attachment 1  
 SWO 28  
 T14-RFQ-106  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
SOS 3401	6880 Capitol Blvd SE	Tumwater	Olympia	50	\$450.00	\$45.00	\$50.00	\$6,821.00	SWO 13
SOS 3402	6880 Capitol Blvd SE	Tumwater	Olympia	50	\$450.00	\$45.00	\$50.00	\$0	SWO 13



**Amendment 29**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 29 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet circuits from SWO 10. Now, therefore, the parties agree to amend the Supplemental Work Order 10 to reflect the change.

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC MRC	NRC
DOLD1714	13133 Bellevue-Redmond Rd	Bellevue	Olympia	10	\$465.00	\$50.00	\$0
DOLD1708	1314 Union Ave NE	Renton	Olympia	10	\$465.00	\$50.00	\$0
DOL2302	2511 Olympic Hwy N	Shelton	Olympia	10	\$465.00	\$50.00	\$0
DOL3702	4180 Cordata Parkway	Bellingham	Olympia	10	\$465.00	\$50.00	\$0
DOL2702	733 River Rd	Puyallup	Olympia	10	\$465.00	\$50.00	\$0

Except as amended herein, all other provisions of Contract T11-PCH-529, as previously amended, and SWO 10, as previously amended, shall remain in full force and effect and apply to this Amendment.

This Amendment 29 will become effective upon the latest signature date below. The term of this Amendment will expire coterminously with the Underlying Agreement

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

Approved

**State of Washington,  
Consolidated Technology Services**

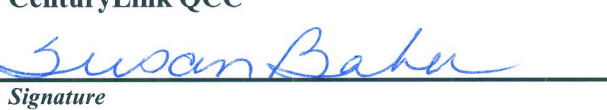
  
 Signature

**MOLLY O'DONNELL, ASSISTANT DIRECTOR**  
 Print or Type Name, Title

Date: **7/17/14**

Approved

**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC**

  
 Signature

Susan Baker/Manager, Offer Management  
 Print or Type Name, Title

Date: **7/9/2014**

**Amendment 30**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 30 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet circuit from SWO 12, CenturyLink Pramata ID 846909. Now, therefore, the parties agree to amend the Supplemental Work Order 12 to reflect the change.

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC MRC	NRC
DOCBRE1	5002 Kitsap Way	Bremerton	Olympia	100	\$810.00	\$50.00	\$0

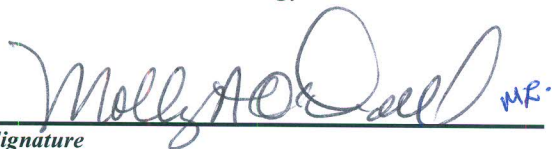
Except as amended herein, all other provisions of Contract T11-PCH-529, as previously amended, and SWO 12, as previously amended, shall remain in full force and effect and apply to this Amendment.

This Amendment 30 will become effective upon the latest signature date below. The term of this Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

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

Approved  
**Qwest Communications Company, LLC d/b/a**  
**CenturyLink QCC**

  
 Signature

  
 Signature

**MOLLY O'DONNELL, ASSISTANT**  
 Print or Type Name, Title **DIRECTOR**

Susan Baker/Manager, Offer Management

Print or Type Name, Title

Date:

**7/17/14**

Date: 7/9/2014



**Amendment 31  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 31 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet circuit from SWO 22, CenturyLink Pramata ID 858590. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change.

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC
DOLC1312	416 Midway Ave	Grand Coulee	Olympia	10	\$2.40	\$0.24	\$2,592.00

Except as amended herein, all other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect and apply to this Amendment.

This Amendment 31 will become effective upon the latest signature date below. The term of this Amendment will expire coterminously with the Underlying Agreement.

The parties hereby execute and authorize this Amendment to the Underlying Agreement as of the latest date shown below.

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

Approved  
**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC**

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

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

**MOLLY O'DONNELL, ASSISTANT  
DIRECTOR**  
\_\_\_\_\_  
*Print or Type Name, Title*

Susan Baker/Manager, Offer Management  
\_\_\_\_\_  
*Print or Type Name, Title*

Date: **7/17/14**  
\_\_\_\_\_

Date: **7/9/2014**  
\_\_\_\_\_

**Supplemental Work Order 32  
To  
Contract T11-PCH-529  
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 *Qwest Communications Company, LLC., d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

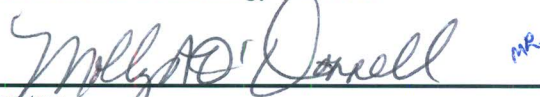
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 32 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

MOLLY O'DONNELL  
*Print or Type Name*

ASSISTANT DIRECTOR 7/10/14  
*Title Date*

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

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

Susan Baker  
*Print or Type Name*

Manager, Offer Management 7/10/2014  
*Title Date*

Attachment 1  
SWO 32  
T14-RFQ-106  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

<b>Site</b>	<b>Address</b>	<b>Location</b>	<b>CTS Node</b>	<b>Mb</b>	<b>MRC</b>	<b>Taxes</b>	<b>DMARC</b>	<b>Trunk Circuit</b>
DSHS 1008	130 S Main St	Omak	Olympia	100	\$2.40	\$0.24	\$4,982.40	SWO 11



**Supplemental Work Order 36  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 36 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 36 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
Signature

MOLLY O'DONNELL  
Print or Type Name

ASSISTANT DIRECTOR  
Title

8/12/14  
Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
Signature

Susan Baker  
Print or Type Name

Manager, Offer Management  
Title

8/7/2014  
Date

Attachment 1  
SWO 36  
T14-RFQ-102  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
LTS- DSHS 5007	1949 S State St	Tacoma	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,680.00	SWO 13

**Amendment 33**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 33 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to delete Attachment 1 of SWO 21, Pramata ID #858517, in its entirety and replace it with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC NRC	Trunk Circuit SWO
DSHS1075	180 N Jefferson St Ste 8	Republic	Olympia	10	\$672.00	\$67.20	\$11,940.00	SWO 11

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 21, as previously amended, shall remain in full force and effect.

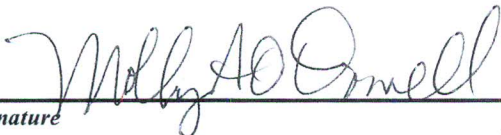
This Amendment 33 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC**

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

  
\_\_\_\_\_  
Signature

Molly O'Donnell, Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Susan Baker  
Manager, Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: 8/26/14  
\_\_\_\_\_  
Date:

Date: 8/20/2014  
\_\_\_\_\_  
Date:



**Amendment 34  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 33 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to correct the DMARC cost located on Attachment 1 of SWO 26, Pramata ID #860998. Now, therefore, the parties agree to amend the SWO 26 to reflect the change:

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	NRC	NRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DOC CEN1	20311 Old Highway 9 SW	Centralia	Olympia	100	\$810.00	\$52.65	\$1,200.00	\$78.00	\$50.00	\$14,550.00	SWO 13

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 26, as previously amended, shall remain in full force and effect.

This Amendment 33 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

*Mr. Molly O'Donnell*  
\_\_\_\_\_  
Signature

*Molly O'Donnell, Assistant Director*  
\_\_\_\_\_  
Print or Type Name, Title

Date:

*8/26/14*

Approved

**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC**

*Susan Baker*  
\_\_\_\_\_  
Signature

Susan Baker  
Manager, Offer Management

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

Date: 8/20/2014

**Amendment 35**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 33 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to correct the DOLC1812 address on Attachment 1 of SWO 22, Pramata ID #858590. All other locations outlined in SWO 22 remain as outlined. Now, therefore, the parties agree to amend SWO 22 to reflect the change:

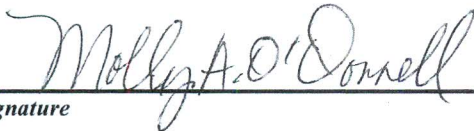
Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC1812	395 Winslow Way E	Bainbridge Island	Olympia	10	\$475.00	\$47.50	\$50.00	\$6,634.80	SWO 13


- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 35 shall be effective as of the date signed by CTS.

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

Approved  
**Qwest Communications Company, LLC d/b/a**  
**CenturyLink QCC**

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

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

*Molly O'Donnell, Assistant Director*  
 \_\_\_\_\_  
*Print or Type Name, Title*

Susan Baker  
 Manager, Offer Management  
 \_\_\_\_\_  
*Print or Type Name, Title*

Date: *8/26/14*  
 \_\_\_\_\_

Date: 8/20/2014  
 \_\_\_\_\_

**Supplemental Work Order 37**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 37 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 37 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Molly AO'Donnell*  
Signature

*Molly O'Donnell*  
Print or Type Name

*Assistant Director*      *8/26/14*  
Title      Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

*Susan Baker*  
Signature

*Susan Baker*  
Print or Type Name

*Manager, Offer Management*      *8/21/2014*  
Title      Date



Attachment 1  
 SWO 37  
 T14-RFQ-120  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

<b>Site A</b>	<b>Address</b>	<b>Location</b>	<b>Site B</b>	<b>Address</b>	<b>Location</b>	<b>MRC</b>	<b>MRC Taxes</b>	<b>DMARC NRC</b>
LTS- DSHS 1023	805 S Mission St	Wenatchee	LTS- DSHS 1010	1313 N Atlantic St	Spokane	\$2.50	\$0.25	\$15,033.60

**Supplemental Work Order 38**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 38 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *Qwest Communications Company, LLC*, d/b/a *CenturyLink QCC* including its subsidiaries (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

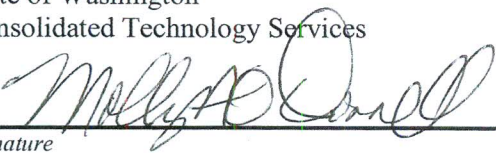
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 38 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

Molly O'Donnell  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

8/26/14  
\_\_\_\_\_  
Date

**Approved**

Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries

  
\_\_\_\_\_  
Signature

Susan Baker  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management  
\_\_\_\_\_  
Title

8/21/2014  
\_\_\_\_\_  
Date

Attachment 1  
SWO 38  
T14-RFQ-120  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN MRC	DMARC NRC	Trunk Circuit
DOC BRE1	5002 Kitsap Way	Bremerton	Olympia	100	\$750.00	\$75.00	\$50.00	\$3,260.00	SWO 13



**Supplemental Work Order 41  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 41 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *Qwest Communications Company, LLC, d/b/a CenturyLink QCC including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

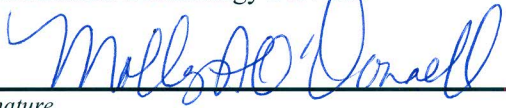
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 41 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*MS* 

Signature  
**Molly O'Donnell**

Print or Type Name  
Assistant Director

Title

*9/2/14*  
Date

**Approved**

**Qwest Communications Company LLC., d/b/a  
CenturyLink QCC including its subsidiaries**

  
Signature

**Susan Baker**  
Print or Type Name

Manager, Offer Management  
Title

9/26/2014  
Date

Attachment 1  
SWO 41  
T15-RFQ-004  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DSHS 4044	805 156 <sup>th</sup> Ave NE	Bellevue	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,475.00	SWO 13



**Amendment Number 44**  
**to**  
**Contract Number T11-PCH-529**  
**for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 *Authority of Modifications and Amendments* of Contract Number T11-PCH-529 (Contract), this Amendment Number 44 is entered into by and between the State of Washington, Consolidated Technology Services and Qwest Communications Company, LLC.

On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC d/b/a CenturyLink QCC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.


Therefore, the parties hereby agree as follows - references in the Contract to "Qwest Communications Corporation," "Qwest Communications Company, LLC," "Qwest Communications Company, LLC d/b/a CenturyLink QCC" or "QCC" and replaced with "CenturyLink Communications, LLC".

The parties' obligations under the contract remain unchanged.

Approved  
State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

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

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

Approved  
CenturyLink Communications, LLC

  
\_\_\_\_\_  
Signature

Constantine N. Gartelos  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management  
\_\_\_\_\_  
Title

11/3/2014  
\_\_\_\_\_  
Date

**Supplemental Work Order 42**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 42 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 42 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Molly O'Donnell*

Signature  
Molly O'Donnell

Print or Type Name  
Assistant Director

11/13/14

Title Date

**Approved**

CenturyLink Communications, LLC  
including its subsidiaries

*Karl Hoyle*

Signature  
Karl Hoyle  
Print or Type Name

Manager, Offer Management 11/6/2014

Title Date



Attachment 1  
 SWO 42  
 T15-RFQ-014  
 Secondary Ethernet Site List  
 Qwest Communications Company, LLC d/b/a CenturyLink QCC  
 including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DSHS 4016	1737 Airport Way S, Holgate Bldg, Suite 130	Seattle	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,500.00	SWO 13

**Supplemental Work Order 43**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 43 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC d/b/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

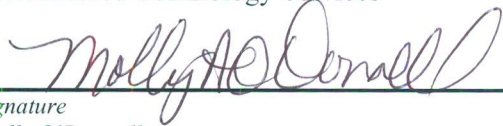
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 43 to Contract Number T11-PCH-529 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

11/13/14

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

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

**Approved**

**CenturyLink Communications, LLC**  
**including its subsidiaries**

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

**Karl Hoyle**

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

**Manager, Offer Management**

11/7/2014

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

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



Attachment 1  
 SWO 43  
 T14-RFQ-128  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC  
 including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
LNITUK	12806 Gateway Dr	Seattle	Olympia	100	\$700.00	\$70.00	\$50.00	\$2,075.00	SWO 13
LNILAB	805 Plum St Bldg 6 1 <sup>st</sup> FL	Olympia	Olympia	100	\$700.00	\$70.00	\$50.00	\$2,075.00	SWO 13
LNIBRE	500 Pacific Ave Ste 400	Bremerton	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,475.00	SWO 13
LNIBLV	616 120 <sup>th</sup> Ave NE Ste C-201	Bellevue	Olympia	100	\$700.00	\$70.00	\$50.00	\$2,075.00	SWO 13

**Supplemental Work Order 39**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 39 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and CenturyLink Communications, LLC f/k/a *Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

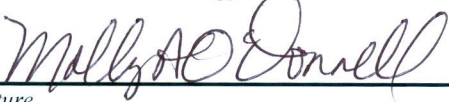
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 39 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

**Molly O'Donnell**

\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

*11/21/14*  
\_\_\_\_\_  
Date

**Approved**

**CenturyLink Communications, LLC  
including its subsidiaries**

  
\_\_\_\_\_  
Signature

**Karl Hoyle**

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

**Manager, Offer Management**

\_\_\_\_\_  
Title

*11/6/2014*

\_\_\_\_\_  
Date



Attachment 1  
SWO 39  
T14-RFQ-110  
Secondary Ethernet Site List  
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC 1403	2616 Sumner Ave	Aberdeen	Olympia	10	\$450.00	\$45.00	\$50.00	\$3,200.00	SWO 13
DOLC 1728	1750 S 327 <sup>th</sup> St #C-4	Federal Way	Olympia	10	\$450.00	\$45.00	\$50.00	\$3,200.00	SWO 13

**Supplemental Work Order 53**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 53 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

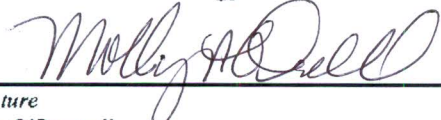
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 53 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

  
\_\_\_\_\_  
*Signature*  
Molly O'Donnell

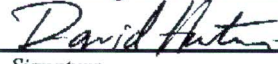
\_\_\_\_\_  
*Print or Type Name*  
Assistant Director

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

12/11/14  
\_\_\_\_\_  
*Date*

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

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

David Hunter on behalf of Susan Baker  
\_\_\_\_\_  
*Print or Type Name*

Manager Offer Management  
\_\_\_\_\_  
*Title*

12/10/14  
\_\_\_\_\_  
*Date*



Attachment 1  
SWO 53  
T15-RFQ-027  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
LLC, including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DOC ABR2	304 West Wishkah St	Aberdeen	Olympia	10	\$450.00	\$45.00	\$1,875.00	SWO 13

**Supplemental Work Order 54**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 54 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 54 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Molly O'Donnell*

Signature  
Molly O'Donnell

Print or Type Name  
Assistant Director

*12/11/14*  
Date

Title

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*David Hunter*

Signature  
David Hunter on behalf of Susan Baker

Print or Type Name  
Manager Offer Management 12/10/14

Title

Date



Attachment 1

SWO 54

T15-RFQ-030

Secondary Ethernet Site List

CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
LLC, including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	Trunk Circuit
DSHS 5037	5712 Main St Ste 100	Lakewood	Olympia	100	\$700.00	\$70.00	\$50.00	SWO 13

**Amendment 47**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 47 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to remove the following Ethernet sites from SWO 22. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC0301	5600 W Canal PI Ste B	Kennewick	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0202	620 Market	Prosser	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0303	101 Wellsian Way Ste E	Richland	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0304	3400 Clearwater Ave Ste 1	Kennewick	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0401	350 Orondo Ave	Wenatchee	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0408	151 Worthen St #102	Wenatchee	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0409	617 E Woodin Ave	Chelan	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC0901	213 S Rainier	Waterville	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1101	1016 N 4 <sup>th</sup>	Pasco	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11

DOLC1106	3330 W Court Ste 0	Pasco	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1301	35 C St NW	Ephrata	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1308	1312 W Broadway	Moses Lake	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1311	908 S Central	Quincy	Olympia	10	\$2.40	\$0.24	\$0	\$2,592.00	SWO 11
DOLC1517	811 N Sunrise Blvd Ste D	Camano Island	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC1901	205 W 5 <sup>th</sup> Ave Ste 105	Ellensburg	Olympia	10	\$2.40	\$0.24	\$0	\$4,089.60	SWO 11
DOLC2313	301 E Wallace Kneeland Blvd #240	Shelton	Olympia	10	\$475.00	\$47.50	\$50.00	\$11,674.80	SWO 13
DOCL2912	819 Commercial Ave Ste B	Anacortes	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC2919	714 Metcalf	Sedro Woolley	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC2921	1520 E College Way	Mount Vernon	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3110	20631 Bothell Everett Hwy Ste H	Bothell	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3124	9327 4 <sup>th</sup> St NE Ste 7	Lake Stevens	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3144	4615 196 <sup>th</sup> SW Ste 150	Lynnwood	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3146	9111 Evergreen Way	Everett	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
DOLC3150	1001 N Broadway Ste A7	Everett	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11

DOLC3151	14920 Highway 99 Ste 120	Lynnwood	Olympia	10	\$2.40	\$0.24	\$0	\$6,566.40	SWO 11
----------	-----------------------------	----------	---------	----	--------	--------	-----	------------	-----------

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 47 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

Approved

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC  
including its subsidiaries

*Molly O'Donnell*  
\_\_\_\_\_  
Signature

Molly O'Donnell Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date:

1/28/2015

*Wendy Rawlings*  
\_\_\_\_\_  
Signature

*Wendy Rawlings on behalf of Jacob Darter*  
\_\_\_\_\_  
Print or Type Name, Title  
Manager, Offer Management

Date:

1/28/2015



**Amendment 63  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 63 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to delete site DOCBLV1 and DOCTAC5 from Attachment 1 of SWO 12. Now, therefore, the parties agree to amend SWO 12 to reflect the change:

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC MRC	EZI NRC	Trunk Circuit SWO
Dept of Corrections	23 148 <sup>th</sup> Ave SE	Bellevue	Olympia	100	\$810.00	\$50.00	\$1,977.60	SWO 13
Dept of Corrections	10918 Bridgeport Way SW	Lakewood	Olympia	100	\$810.00	\$50.00	\$2,510.40	SWO 13

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 12, as previously amended, shall remain in full force and effect.

This Amendment 63 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

Approved

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

*Molly O'Donnell*  
\_\_\_\_\_  
Signature

Molly O'Donnell, Assistant Director

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

Date:

*1/28/2015*

*Wendy Rawlings*  
\_\_\_\_\_  
Signature

*Wendy Rawlings on behalf of Jacob Darf*

Manager, Offer Management

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

Date:

*1/28/2015*

**Supplemental Work Order 64  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 64 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANs.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

**4. Service Delivery Locations.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 64 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Molly O'Donnell*  
\_\_\_\_\_  
Signature

Molly O'Donnell

\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

*1/28/2015*  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*  
\_\_\_\_\_  
Signature

*Wendy Rawlings on behalf of Jacob Dautler*  
\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

*1/28/2015*  
\_\_\_\_\_  
Date



**Attachment 1**  
**SWO 64**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**

Site	Address	Location	USOC	CTS Node	Gb	MRC	Taxes
State Data Center	532 16 <sup>th</sup> Ave	Olympia	NoaNet	Olympia	10	\$11,325.00	\$1,132.50

**Amendment 65**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 65 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to correct Attachment 1 of SWO 53. Now, therefore, the parties agree to amend SWO 53 to reflect the change:

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOC ABR2	304 West Wishkah St	Aberdeen	Olympia	10	\$450.00	\$45.00	\$50.00	\$1,875.00	SWO 13

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 53, as previously amended, shall remain in full force and effect.

This Amendment 65 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries**

*Molly O'Donnell*  


---

Signature

Molly O'Donnell, Assistant Director  


---

Print or Type Name, Title

Date: 1/28/2015  


---

*Wendy Rawlings*  


---

Signature

Wendy Rawlings on behalf of Jacob Darfler  
Manager, Offer Management  


---

Print or Type Name, Title

Date: 1/28/2015  


---

**Supplemental Work Order 51  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 51 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 51 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*me* 

Signature  
Molly O'Donnell


Print or Type Name  
Assistant Director

Title

1-29-15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Dautler

Print or Type Name

Manager, Offer Management 1/29/2015  
Title Date

**Attachment 1**  
**SWO 51**  
**T15-RFQ-021**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC 2312	30 NE Romance Hill Rd Ste 103	Belfair	Olympia	10	\$475.00	\$47.50	\$50.00	\$3,125.00	SWO 13
DOLC 2417	415 S Whitcomb Ave	Tonasket	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLC 3307	943 Lakeview Dr	Kettle Falls	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 0202	603 3 <sup>rd</sup> St	Clarkston	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 2503	116 First Ave S	Ilwaco	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 2602	1600 West 1 <sup>st</sup> St	Newport	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 2802	1011 Mullis St, Fire Dist 3 Station	Friday Harbor	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11

**Supplemental Work Order 48**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 48 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 48 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*md* 

Signature  
Molly O'Donnell


Print or Type Name  
Assistant Director

1/29/15  
Date

Title

**Approved**

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Darrler

Print or Type Name

Manager, Offer Management 1/29/2015  
Date

Title

Date

Attachment 1  
SWO 48  
T15-RFQ-021  
Secondary Ethernet Site List  
Qwest Communications Company, LLC d/b/a CenturyLink QCC  
including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
LNIKEN	4310 W 24 <sup>th</sup> Ave	Kennewick	Olympia	100	\$25.00	\$2.50	\$3,750.00	SWO 11

**Supplemental Work Order 51  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 51 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 51 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*me* 

Signature  
Molly O'Donnell


Print or Type Name  
Assistant Director

Title

1-29-15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Dautler

Print or Type Name

Manager, Offer Management 1/29/2015  
Title Date

**Attachment 1**  
**SWO 51**  
**T15-RFQ-021**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC 2312	30 NE Romance Hill Rd Ste 103	Belfair	Olympia	10	\$475.00	\$47.50	\$50.00	\$3,125.00	SWO 13
DOLC 2417	415 S Whitcomb Ave	Tonasket	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLC 3307	943 Lakeview Dr	Kettle Falls	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 0202	603 3 <sup>rd</sup> St	Clarkston	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 2503	116 First Ave S	Ilwaco	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 2602	1600 West 1 <sup>st</sup> St	Newport	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11
DOLD 2802	1011 Mullis St, Fire Dist 3 Station	Friday Harbor	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 11

**Supplemental Work Order 55**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 55 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 55 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*MR* Doug Hoffer  
Signature  
DOUG HOFFER

Print or Type Name  
Assistant Director

AD 2/10/15  
Title Date

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

Wendy Rawlings  
Signature  
Wendy Rawlings on behalf of  
Jacob Darter

Print or Type Name

Offer Management 2/5/2015  
Title Date



Attachment 1  
SWO 55  
T15-RFQ-030  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
LLC, including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DSHS 1077	1651 S Pilgrim St	Moses Lake	Olympia	100	\$26.00	\$2.60	\$3,900.00	SWO 64

**Supplemental Work Order 56  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 56 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 56 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ms* 

Signature

**DOUG HOFFER**

Print or Type Name  
Assistant Director

2/17/15

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

2/10/2015

Title

Date



**Attachment 1**  
**SWO 56**  
**T15-RFQ-030**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
LNI KEL	711 Vine Street	Kelso	Olympia	100	\$26.00	\$2.60	\$3,900.00	SWO 11

**Supplemental Work Order 57  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 57 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

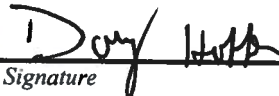
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 57 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

DOUG HOFFER

Print or Type Name  
Assistant Director

2/17/15

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

2/10/2015

Title

Date



**Attachment 1**  
**SWO 57**  
**T15-RFQ-017**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
BIIA 3901	602 N 39 <sup>th</sup> Ave Ste 100	Yakima	Olympia	10	\$25.00	\$2.50	\$1,875.00	SWO 64

**Supplemental Work Order 58  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 58 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 58 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Mr. Doug Hoffer*  
\_\_\_\_\_  
*Signature*

*DOUG HOFFER*  
\_\_\_\_\_  
*Print or Type Name*  
*Assistant Director*

\_\_\_\_\_  
*Title* *2/17/15*  
*Date*

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*  
\_\_\_\_\_  
*Signature*  
*Wendy Rawlings on behalf of Jacob Darfler*

\_\_\_\_\_  
*Print or Type Name*  
*Manager, Offer Management*

\_\_\_\_\_  
*Title* *2/10/2015*  
*Date*



**Attachment 1**  
**SWO 58**  
**T15-RFQ-027**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DOL 0301	5600 W Canal Dr St B	Kennewick	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64
DOL 0302	620 Market St	Prosser	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64
DOL 0303	101 Wellsian Way Ste E	Richland	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64
DOL 0304	3400 Clearwater Ave Ste 1	Kennewick	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64
DOL 0401	350 Orondo Ave	Wenatchee	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64
DOLC 0408	151 S Worthen St #102	Wenatchee	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64
DOLC 0409	617 E Woodin Ave	Chelan	Olympia	10	\$25.00	\$2.50	\$3,750.00	SWO 64

**Supplemental Work Order 59  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 59 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

**4. Service Delivery Locations.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 59 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*msx* *Doug Hoffer*  
Signature

DOUG HOFFER  
Print or Type Name  
Assistant Director

Title

2/17/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*  
Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

2/9/2015  
Date

Attachment 1  
SWO 59  
T15-RFQ-033  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
LLC, including its subsidiaries

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DSHS 3016	3704 172 <sup>nd</sup> St NE Suite P	Arlington	Olympia	100	\$2.60	\$0.26	\$3,750.00	SWO 64



**Supplemental Work Order 60  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 60 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 60 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*MS*  


Signature

**DOUG HOFFER**

Print or Type Name  
Assistant Director

**2/15/15**

Title

Date

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries**



Signature

**Wendy Rawlings on behalf of Jacob Darfler**

Print or Type Name

**Manager, Offer Management**

**2/9/2015**

Title

Date

**Attachment 1**  
**SWO 60**  
**T15-RFQ-030**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DSHS 2061	1925 Morgan Rd	Sunnyside	Olympia	10	\$26.00	\$2.60	\$3,900.00	SWO 64

**Supplemental Work Order 61  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 61 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 61 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*mt* 

Signature

DOUG HOFFER

Print or Type Name  
Assistant Director

2/17/15

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

2/9/2015

Title

Date

**Attachment 1**  
**SWO 61**  
**T15-RFQ-033**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
DSHS 3001	20311 52 <sup>nd</sup> Ave W	Lynnwood	Olympia	100	\$2.60	\$0.26	\$3,750.00	SWO 64
DSHS 3002	4101 Meridian St	Bellingham	Olympia	100	\$2.60	\$0.26	\$3,750.00	SWO 64

**Amendment Number 62**  
**to**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

---

In accordance with Provision 41 *Authority for Modifications and Amendments* of Contract T11-PCH-529, this Amendment number 62 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("CenturyLink").

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

The parties hereby agree to amend the Contract as follows:

1. CenturyLink and CTS hereby agree to extend the term of the Contract from June 30, 2015 through June 30, 2016.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 62 shall be effective as of the date signed by CTS.

**Approved**

State of Washington,  
Consolidated Technology Services

**Approved**

CenturyLink Communications, LLC

*ms*  
*ms*  
Doug Hoffer  
Signature

Wendy Rawlings  
Signature

Doug Hoffer  
Print or Type Name

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

ASSISTANT DIRECTOR 3-26/15  
Title Date

Manager, Offer Management  
Title

3/19/2015  
Date

**Supplemental Work Order 66  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 66 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 66 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ms* 

Signature

**DOUG HOFFER**

Print or Type Name  
Assistant Director

2/12/15

Title

Date

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

2/9/15

Title

Date

**Attachment 1**  
**SWO 66**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-037**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk SWO
DSHS 4001	500 SW 7 <sup>th</sup> St	Renton	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,125.00	13
DSHS 4017	9650 15 <sup>th</sup> Ave SW	Seattle	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,125.00	13
DSHS 4020	3600 S Graham	Seattle	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,125.00	13
DSHS 4006	1313 W Meeker Ste 102	Kent	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,125.00	13

**Supplemental Work Order 67  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 67 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 67 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Mr. Doug Hoffer*  
\_\_\_\_\_  
Signature

*DOUG HOFFER*  
\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

*2/17/15*  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

*2/10/2015*  
\_\_\_\_\_  
Date

**Attachment 1**  
**SWO 67**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-037**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk SWO
DSHS 4021	400 Mercer St Ste 400	Seattle	Olympia	100	\$750.00	\$75.00	\$50.00	\$1,125.00	13

**Amendment 70**  
**to**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 70 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to delete *Section 2 Term* on SWO 64, in its entirety and replace with the following:

**2. Term:**

This SWO shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect January 22, 2019 for the end sites covered under this SWO.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 64, as previously amended, shall remain in full force and effect.

This amendment 70 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

*ms* 

Signature

DOUG HUFFER

Print or Type Name

ASSISTANT DIRECTOR 2/19/15

Title

Date

**Approved**

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

2/12/2015

Title

Date

**Supplemental Work Order 71  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 71 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 71 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

MR  
7/12

Doug Hoffer  
Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

3/30/15  
Title Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

Wendy Rawlings  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

3/17/2015  
Offer Management Title Date

**Attachment 1**  
**SWO 71**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-045**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk SWO
WSDA 0101	1045 East Maine St Ste F	Othello	Olympia	10	\$2.60	\$0.260	\$3,900.00	11
WSDA 1102	3835 W Court St Ste 3A	Pasco	Olympia	10	\$2.60	\$0.260	\$3,900.00	11
WSDA 2401	720 Main Ave	Brewster	Olympia	10	\$2.60	\$0.260	\$3,900.00	11

**Amendment Number 72**  
**to**  
**Contract Number T11-PCH-529**  
**for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 (“Contract”), this Amendment Number 72 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC (“Contractor”).

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

**Schedule A –**  
**Authorized product and pricelist**

Circuit Speed	Maximum Monthly Recurring Charge (MRC)
10 Mb	\$1,170.00
100 Mb	\$5,000.00
1000Mb	\$6,000.00
10G	\$15,000.00

**Vendor Aggregation Trunks to CTS locations (Node sites)**

CTS location (Node site)	1G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)	1G Aggregation Trunk Identifier
Olympia - A	\$6,800.00	04.KRFS.080426..ACSO
Olympia – B	\$0	OLYOB2ATS08000516
Pullman	\$6,800.00	TBD
Seattle- A	\$6,800.00	04.KRFS.75332..ACSO
Seattle – B	\$0	WTN/MLB/ATS/08000515.0
Spokane - A	\$6,800.00	04.KRFS.75718..ACSO
Spokane – B	\$0	SPNMPTATS08000537
Yakima	\$0	YDNYDNETH08000721

CTS location (Node site)	10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	10G Aggregation Trunk Identifier
Olympia – A (LAN)	\$35,000	"SDC A" - SDC/SDC/ETH27002809.0
Olympia – B	\$6,800	"SDC B" - 04.KXFS.098694..ACSO
Olympia - C	\$11,325	"SDC C" - SDC/SDC/XCT00003635.0
Pullman	\$35,000	TBD
Seattle – A (LAN)	\$35,000	TBD
Seattle – B	\$7,000	TBD
Spokane	\$35,000	TBD
Yakima	\$35,000	TBD

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This Amendment 72 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  
CenturyLink Communications, LLC

*me* Doug Hoffer  
Signature

Wendy Rawlings  
Signature

DOUG HOFFER  
Print or Type Name

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

ASSISTANT DIRECTOR 2/19/15  
Title Date

Manager, Offer Management 2/19/2015  
Title Date

**Supplemental Work Order 73  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 73 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 73 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

MR MP



Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title

3/20/15  
Date

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

3/9/2015  
Date

**Attachment 1**  
**SWO 73**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-027**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk SWO
DFW REG2	1550 Alder St NW	Ephrata	Olympia	100	\$103.15	\$10.32	64

**Amendment 68  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 68 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("Vendor").

The purpose of this Amendment is to correct Attachment 1 of SWO 48, CenturyLink Pramata ID 885090. Now, therefore, the parties agree to amend SWO 48 to reflect the change:

Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
LNIKEN	4310 W 24 <sup>th</sup> Ave	Kennewick	Olympia	100	\$25.00	\$2.50	\$3,750.00	SWO 64

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 48, as previously amended, shall remain in full force and effect.

This Amendment 68 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

Approved

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC

*Mr. Doug Hoffer*  
\_\_\_\_\_  
*Signature*

Doug Hoffer, Assistant Director

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

Date: 2/26/15

*Wendy Rawlings*  
\_\_\_\_\_  
*Signature*

Wendy Rawlings on behalf of Jacob Darfler,  
Manager, Offer Management

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

Date: 2/19/2015

**Amendment 69  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 69 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink").

The purpose of this Amendment is to correct Attachment 1 of SWO 51, CenturyLink Pramata ID #885266. Now, therefore, the parties agree to amend SWO 51 to reflect the change:

Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC 2312	30 NE Romance Hill Rd Ste 103	Belfair	Olympia	10	\$475.00	\$47.50	\$50.00	\$3,125.00	SWO 13
DOLC241 7	415 S Whitcomb Ave	Tonasket	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 64
DOLC330 7	943 Lakeview Dr	Kettle Falls	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 64
DOLD020 2	603 3 <sup>rd</sup> St	Clarkston	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 64
DOLD250 3	116 First Ave S	Ilwaco	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 64
DOLD260 2	1600 West 1 <sup>st</sup> St	Newport	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 64
DOLD280 2	1011 Mullis St, Fire Dist 3 Station	Friday Harbor	Olympia	10	\$25.00	\$2.50	\$0	\$3,750.00	SWO 64

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 51, as previously amended, shall remain in full force and effect.



This Amendment 69 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

<sup>108</sup> 

Signature

Doug Hoffer, Assistant Director

Print or Type Name, Title

Date:

2/26/15

Approved

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company



Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Manager, Offer Management

Print or Type Name, Title

Date:

2/19/2015

**Amendment 74  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 74 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwst Communications Company, LLC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from SWO 22. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC2729	18207 Old Sumner Buckley Hwy	Bonney Lake	Olympia	10	\$475.00	\$47.50	\$50.00	\$2,674.80	SWO 13

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 74 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC**

me 7A

Doug Hoffer  
Signature

Doug Hoffer Assistant Director

*Print or Type Name, Title*

Date: 3/20/15

Wendy Rawlings  
Signature

Wendy Rawlings on behalf of Jacob

Davler Manager, Offer Management

*Print or Type Name, Title*

Date: 3/10/2015

**Amendment 75**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 75 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is as follows:

- 1) The parties agree to terminate Supplemental Work Order 67, which became Effective February 17, 2015, in its entirety. The parties acknowledge that the Service Installation Date has not occurred and the Minimum Service Commitment has not commenced.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect. This Amendment 75 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

Approved

Qwest Communications Company, LLC d/b/a  
CenturyLink QCC

MR.  
ML

Doug Hoffer  
Signature

Doug Hoffer Assistant Director

Print or Type Name, Title

Date:

3/12/15

Wendy Rawlings  
Signature

Wendy Rawlings on behalf of Jacob  
Darter Manager offer management

Print or Type Name, Title

Date:

3/19/2015

**Amendment 74  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 74 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwst Communications Company, LLC ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from SWO 22. Now, therefore, the parties agree to amend the Supplemental Work Order 22 to reflect the change:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOLC2729	18207 Old Sumner Buckley Hwy	Bonney Lake	Olympia	10	\$475.00	\$47.50	\$50.00	\$2,674.80	SWO 13

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 22, as previously amended, shall remain in full force and effect.

This Amendment 74 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

Approved


CenturyLink Communications, LLC

*MR*  
  
Signature

Doug Hoffer Assistant Director

Print or Type Name, Title

Date: 3/20/2015

  
Signature  
Wendy Rawlings on behalf of Jacob Darter Manager, after management

Print or Type Name, Title

Date: 3/10/2015

**Supplemental Work Order 73  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 73 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 73 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ms. m*

*Doug Hoffer*

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

*3/20/15*

Title

Date

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*

Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

*3/9/2015*

Title

Date

**Attachment 1**  
**SWO 73**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-027**

Site	Address	Location	CTS Node	Mb	MRC	Taxes	Trunk SWO
DFW REG2	1550 Alder St NW	Ephrata	Olympia	100	\$103.15	\$10.32	64

**Supplemental Work Order 76  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 76 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before April 28, 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. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 76 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

MR  
MD

*Doug Hoffer*

Signature  
**Doug Hoffer**

Print or Type Name  
Assistant Director

3-26-15

Title

Date

**Approved**

**CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries**

*Wendy Rawlings*

Signature  
**Wendy Rawlings for Jacob Darfler**

Print or Type Name  
Manager, Offer Management

3/19/2015

Title

Date

**Attachment 1**  
**SWO 76**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-053**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
DOLC 1101	1016 N 4th	Pasco	Olympia	10	\$2.60	\$0.26	\$8128.00	SWO 64

**Supplemental Work Order 77  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 77 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

6. Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) no later than April 15, 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 Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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."

**7. 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 the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

**8. Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**9. Service Interface & Termination Requirements**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**10. Management VLANs**

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

**11. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 77 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ml*

*Doug Hoffer*

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

*4/3/15*

Title

Date

**Approved**

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*

Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Offer Management

*4/1/2015*

Title

Date



**Attachment 1**  
**SWO 77**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**  
**T15-RFQ-056**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
PARK 0901	270 9 <sup>th</sup> St NE	East Wenatchee	Olympia	100	\$2.60	\$0.26	\$28,580.00	SWO 64

**Supplemental Work Order 78**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 78 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

6. Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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."

**7. 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 the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

**8. Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**9. Service Interface & Termination Requirements**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**10. Management VLANs**

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

**11. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 78 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*MR  
am*

*Doug Hoffer*

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

*4/6/15*

Title

Date

**Approved**

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

*Wendy Rawlings*

Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Offer Management

*4/1/2015*

Title

Date

**Attachment 1**  
**SWO 78**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**  
**T15-RFQ-037**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
LOT 3402	7860 29 <sup>th</sup> Ave St NE Suite C	Lacey	Olympia	10	\$475.00	\$47.50	\$50.00	\$3,125.00	SWO 11



**Amendment 79  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 79 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from SWO 66. Now, therefore, the parties agree to amend the Supplemental Work Order 66 to reflect the change:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DSHS4006	1313 W Meeker Ste 102	Kent	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,125.00	SWO 13

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 66, as previously amended, shall remain in full force and effect.

This Amendment 79 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

*MS*

*Doug Hoffer*  
Signature

**Doug Hoffer Assistant Director**

*Print or Type Name, Title*

Date:

*4/10/15*

*Wendy Rawlings*  
Signature

**Wendy Rawlings on behalf of Jacob Darfler,  
Manager, Offer Management**

*Print or Type Name, Title*

Date:

*4/1/2015*

**Supplemental Work Order 81  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 81 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

6. Contractor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) ready no later than May 22, 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 Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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."

**7. 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 the Service. The list of circuits covered by this SWO is incorporated by reference and attached hereto.

**8. Termination Liability**

As the sole and exclusive remedy for termination of any Services, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

**9. Service Interface & Termination Requirements**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**10. Management VLANs**

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

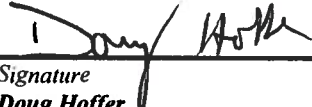
**11. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 81 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*mt*  
*mt*   
\_\_\_\_\_  
Signature  
Doug Hoffer


\_\_\_\_\_  
Print or Type Name  
Assistant Director

4/25/15

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

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of  
Jacob Darter

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

Manager, Offer Management 4/22/2015  
\_\_\_\_\_  
Title Date

**Attachment 1**  
**SWO 81**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-053**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
ESD 0401	270 9 <sup>th</sup> St NE	East Wenatchee	Olympia	10	\$650.00	\$65.00	\$195.00	SWO 64



**Supplemental Work Order 82  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 82 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 82 to Contract Number T11-PCH-529 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

5/8/15

Date

**Approved**

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

4/30/2015

Date

**Attachment 1**  
**SWO 82**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-061**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
DOLC 1108	6403 Burden Blvd Ste E	Pasco	Olympia	10	\$156.00	\$15.60	\$1,105.00	SWO 64

**Supplemental Work Order 83  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 83 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 83 to Contract Number T11-PCH-529 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

5/19/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

5/12/2015  
Date

**Attachment 1**  
**SWO 83**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-049**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
ECYRF ORCH	3100 Port of Benton Blvd	Richland	Olympia	100	\$2.60	\$0.26	\$19,820.00	SWO 64

**Supplemental Work Order 84  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 84 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

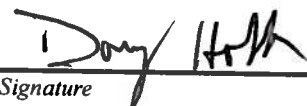
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 84 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ml*  
*m2*  


Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title

5/18/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

5/6/15  
Date

**Attachment 1**  
**SWO 84**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-057**

Site	Address	Location	CTS Node	Gb	MRC	MRC Taxes	DMARC	Trunk Circuit
DOC CNL1	1301 N Ephrata Ave	Connell	Olympia	1	\$1,987.78	\$198.78	\$650.00	SWO 64

**Supplemental Work Order 85  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 85 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

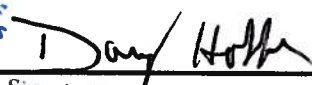
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 85 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*max. 10/20*  
  
\_\_\_\_\_  
Signature  
Doug Hoffer


\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

*5/18/15*  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

*5/12/2015*  
Date



**Attachment 1**  
**SWO 85**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-052**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	Trunk Circuit
CNTY 1101	1016 N 4 <sup>th</sup> Ave	Pasco	Olympia	100	\$598.00	\$59.80	SWO 64

**Amendment 86  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 86 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to remove the following Ethernet site from Supplemental Work Order (SWO) 12-34, stored under CenturyLink Content ID #391284.

In Response to T15-RFQ-049, Vendor was awarded this site to provide an upgraded service and the site shall be placed on a new SWO for service. Now, therefore, the parties agree to amend the SWO 12-34 to remove the following site:

Customer Site	Address	Location	CTS Node	Mb	MRC	NRC
Department of Ecology	3100 Port of Benton Blvd	Richland	Olympia	10	\$1,000.00	\$250.00

- All other provisions of Contract T11-PCH-529, as previously amended, and SWO 12-34, as previously amended, shall remain in full force and effect.

This Amendment 86 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC**

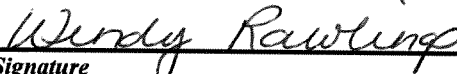
*est. m*  
  
\_\_\_\_\_  
Signature

**Doug Hoffer Assistant Director**

Print or Type Name, Title

Date:

6/5/15

  
\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler,  
Manager, Offer Management**

Print or Type Name, Title

Date: June 2, 2015

**Supplemental Work Order 87  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 87 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 87 to Contract Number T11-PCH-529 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

6/5/15

\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

*Wendy Rawlings*  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

5/28/2015

\_\_\_\_\_  
Date



Attachment 1  
 SWO 87  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T15-RFQ-061

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
WSDA 0402	66 Highway 150, Unit 4	Chelan	Olympia	10	\$270.00	\$27.00	\$1,105.00	SWO 64
WSDA 1302	1113 Central Ave	Quincy	Olympia	10	\$217.00	\$21.70	\$1,105.00	SWO 64

**Amendment 88  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 88 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("Vendor").

The purpose of this Amendment is to remove the site identified in the table below from SWO 43.

Vendor was originally awarded the site identified below via second tier RFQ T14-RFQ-128. Despite Vendor being the incumbent service provider, fiber is needed to replace the copper providing the current service. However, during the initial construction at the customer site, it was discovered that far more extensive construction is required to install the fiber in the customer owned conduit due to circumstances beyond Vendor's control and which would not have been reasonably foreseen, thus making it impracticable to install the fiber for the NRC Vendor submitted in its response.

Now, therefore, the parties agree to amend the Supplemental Work Order 43 to reflect the removal of the following site:

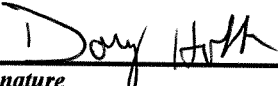
Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
LNIBLV	616 120 <sup>th</sup> Ave NE Ste C-201	Bellevue	Olympia	100	\$700.00	\$70.00	\$50.00	\$2,075.00	SWO 13

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 88 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

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

**Doug Hoffer Assistant Director**

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

Date: 6/5/15

Approved

**CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC**

  
\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler,  
Manager, Offer Management**

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

Date: 5/26/2015

**Supplemental Work Order 90  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 90 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 90 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*Mr*  
*Mr*   
\_\_\_\_\_  
Signature  
Doug Hoffer


\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

6/19/15  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

6/10/2015  
\_\_\_\_\_  
Date



**Attachment 1**  
**SWO 90**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications**  
**Company, LLC, including its subsidiaries**  
**T15-RFQ-070**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	VLAN	Trunk Circuit
ESD 1710	2531 Rainier Ave S	Seattle, WA 98144	Olympia	10	\$465.00	\$46.50	\$1,170.00	\$50.00	SWO 13

**Supplemental Work Order 91  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 91 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 91 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
mz  
*Doug Hoffer*  
\_\_\_\_\_  
Signature  
Doug Hoffer

\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

*6/19/15*  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

*Wendy Rawlings*  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title

*6/17/2015*  
\_\_\_\_\_  
Date

**Attachment 1**  
**SWO 91**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company**  
**LLC, including its subsidiaries**  
**T15-RFQ-070**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
ESD 1803	1300 Sylvan Way	Bremerton	Olympia	10	\$450.00	\$45.00	\$50.00	\$1,170.00	SWO 13



**Supplemental Work Order 95**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 95 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor delivers an aggregated bundle of VLANS.

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

**2. Term:**

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

**3. Incorporation of the Contract:**

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

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

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

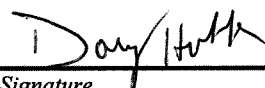
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 95 to Contract Number T11-PCH-529 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

*6/19/15*

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature  
**Wendy Rawlings on behalf of Jacob Darfler**

Print or Type Name  
Manager, Offer Management

Title

*6/17/2015*

Date

Attachment 1  
 SWO 95  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T15-RFQ-071

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
DSHS 4051	9600 College Way N	Seattle	Olympia	100	\$675.00	\$67.50	\$50.00	\$1,125.00	SWO 13

**Supplemental Work Order 92  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 92 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 92 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML*  
*7/7*  
  
\_\_\_\_\_  
Signature  
Doug Hoffer

\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title  
Date *7/7/15*

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title  
Date *6/17/2015*

Attachment 1  
 SWO 92  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T15-RFQ-070

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
ESD 2102	151 NE Hampe Way	Chehalis	Olympia	10	\$465.00	\$46.50	\$50.00	\$1,170.00	SWO 13
ESD 1711	2707 I Street NE	Auburn	Olympia	10	\$465.00	\$46.50	\$50.00	\$1,170.00	SWO 13
ESD 0801	305 S Pacific Ave Ste A	Kelso	Olympia	10	\$546.00	\$54.60	\$0	\$1,430.00	SWO 64

**Supplemental Work Order 93**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 93 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

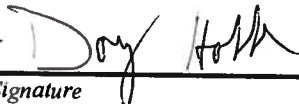
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 93 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*MLK*  


Signature  
**Doug Hoffer**

Print or Type Name  
Assistant Director

Title

7/7/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

6/17/2015  
Date

**Attachment 1**  
**SWO 93**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-070**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
DSHS 6048	201 W 1 <sup>st</sup> Street	Port Angeles	Olympia	100	\$700.00	\$0	\$50.00	\$3,900.00	SWO 13

**Supplemental Work Order 94  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 94 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

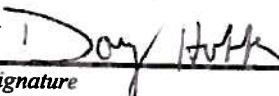
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 94 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML*  
*MMZ*  
  
\_\_\_\_\_  
Signature  
Doug Hoffer

\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title  
Date 7/7/15

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

\_\_\_\_\_  
Manager, Offer Management  
Title  
Date 6/10/2015



Attachment 1  
 SWO 94  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T15-RFQ-070

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
DSHS 4006	1313 W Meeker Ste 102	Kent	Olympia	100	\$650.00	\$65.00	\$50.00	\$1,300.00	SWO 13

**Supplemental Work Order 96  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 96 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

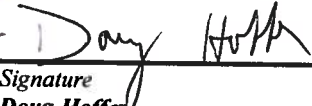
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 96 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
ML  
  
\_\_\_\_\_  
Signature  
Doug Hoffer

\_\_\_\_\_  
Print or Type Name  
Assistant Director

\_\_\_\_\_  
Title

7/7/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

\_\_\_\_\_  
Manager, Offer Management  
Title

6/18/15  
Date

**Attachment 1**  
**SWO 96**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-071**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
ESD 2703	3640 South Cedar St Bldg D	Tacoma	Olympia	100	\$750.00	\$75.00	\$50.00	\$5,200.00	SWO 13

**Supplemental Work Order 97  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 97 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 97 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
02  


Signature  
**Doug Hoffer**

Print or Type Name  
Assistant Director

Title

7/8/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

**Wendy Rawlings on behalf of Jacob Darfler**

Print or Type Name

Manager, Offer Management

Title

6/29/15  
Date

**Attachment 1**  
**SWO 97**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC., f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T15-RFQ-070**

Site A	Address	Location	Site B	Address	Location	Mb	MCR	MRC Taxes	DMARC
LTS DSHS 2005	500 N Morain St	Kennewick	LTS DSHS 1010	1313 Atlantic	Spokane	10	\$202.80	\$20.28	\$2,080.00

COPY

**Amendment 98  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 98 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("Vendor").

The purpose of this Amendment is to remove the site identified in the table below from SWO 43.

Vendor was originally awarded the site identified below via second tier RFQ T14-RFQ-128. Despite Vendor being the incumbent service provider, during the initial construction at the customer site, it was discovered that there was no space within the conduits as all ducts were occupied and there was no room for the required fiber cable. Additional construction is required to remove unused cable from the building owner's conduit to install the fiber. Therefore, it is beyond the Vendor's control at which would not have been reasonably foreseen.

Now, therefore, the parties agree to amend the Supplemental Work Order 43 to reflect the removal of the following site:

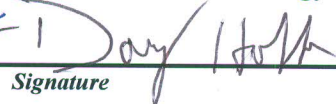
Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
LNILAB	805 Plum St Bldg 6 1 <sup>st</sup> FL	Olympia	Olympia	100	\$700.00	\$70.00	\$50.00	\$2,075.00	SWO 13

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 98 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

*DM*  
*2/2*  
  
\_\_\_\_\_  
*Signature*

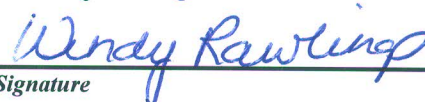
Doug Hoffer Assistant Director

*Print or Type Name, Title*

Date: 7/16/15

Approved

**Qwest Communications Company, LLC d/b/a  
CenturyLink QCC**

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

Wendy Rawlings on behalf of Jacob Darfler  
Manager, Offer Management

*Print or Type Name, Title*

Date: 6/30/2015

**Supplemental Work Order 100  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 100 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 100 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*mt* 

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title

*9/18/15*  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

*9/8/2015*  
Date

**Attachment 1**  
**SWO 100**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**  
**T15-RFQ-073**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 2005	500 N Morain St	Kennewick	Olympia	100	\$136.58	\$13.66	\$0	\$975.00	64
DSHS 2009	1120 N Edison St	Kennewick	Olympia	100	\$136.58	\$13.66	\$0	\$975.00	64
DSHS 5001	3423 6 <sup>th</sup> St	Bremerton	Olympia	100	\$650.00	\$65.00	\$50.00	\$1,235.00	13
DSHS 5011	2121 S State St	Tacoma	Olympia	100	\$650.00	\$65.00	\$50.00	\$1,235.00	13

**Supplemental Work Order 101  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 101 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 101 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
MZ  
Doug Hoffer  
Signature

Doug Hoffer  
Print or Type Name

Assistant Director  
Title 9/18/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

Wendy Rawlings  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Manager, Offer Management  
Title 9/9/2015  
Date

**Attachment 1**  
**SWO 101**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**  
**T15-RFQ-073**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 5019	8701 Steilacoom Blvd SW	Tacoma	Olympia	10	\$465.00	\$46.50	\$50.00	\$1,235.00	13



**Amendment 102**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 102 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to terminate SWO 78, Contractor Reference: Pramata ID #909035. Now, therefore, the parties agree to terminate Supplemental Work Order 78 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 102 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

<sup>ML</sup>  
<sup>m2</sup>   
\_\_\_\_\_  
*Signature*

Doug Hoffer Assistant Director

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

*Date:* 9/18/2015

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

Wendy Rawlings on behalf of Jacob Darfler  
Manager, Offer Management

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

*Date:* 9/14/2015

**Amendment 104  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 104 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor").

The purpose of this Amendment is to remove the site identified in the table below from SWO 92.

Contractor was originally awarded the site identified below via second tier RFQ T15-RFQ-070. Despite Contractor being the incumbent service provider, during the initial construction at the customer site, it was discovered that there was no space within the conduits as all ducts were occupied and there was no room for the required fiber cable. Therefore, it is beyond the Contractor's control at which would not have been reasonably foreseen.

Now, therefore, the parties agree to amend the Supplemental Work Order 92, CenturyLink Pramata ID: 960154, to reflect the removal of the following site:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
ESD2102	151 NE Hampe Way	Chehalis	Olympia	10	\$465.00	\$46.50	\$50.00	\$1,170.00	SWO 13

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 92, as previously amended, shall remain in full force and effect.

This Amendment 104 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

*Signature*

Doug Hoffer Assistant Director

*Print or Type Name, Title*

*Date:*

10/3/15

Approved

**CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

*Signature*

Wendy Rawlings on behalf of Jacob Darfler,  
Manager of Offer Management

*Print or Type Name, Title*

*Date:*

9/29/2015

**Amendment Number 80  
to  
Contract Number T11-PCH-529  
for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 ("Contract"), this Amendment Number 80 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Contractor" or "CenturyLink").

The parties hereby agree to amend the Contract as follows:

1. The current pricing in Schedule A of the Contract is deleted in its entirety and replaced with the pricing provided in Schedule A attached to this Amendment.
2. Additional services are added to the Contract per Section 42 titled "Additional Services". Added services will include CenturyLink Domestic iQ Networking, Local Access, and Domestic Optical Wavelength.

The Domestic iQ Networking Service will include Private Ports which may also include the VPLS Feature as outlined below:

**"Private Port"** means Private Ports that provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations. Service does not include local access or customer premises equipment ("CPE"), which may be purchased separately.

**"VPLS"** Layer 2 virtual private LAN service ("VPLS") is an optional feature for Private Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

3. All references to Ethernet Circuits refer to QC Metro Ethernet Intrastate Circuits in order to provide for the addition of CenturyLink added Services.
4. The following modifications are made to the existing Contract to accommodate the addition of IQ Services to Customers Contract:

- (a) The following IQ reporting feature is added to Section 13, titled Service Performance, as follows:

**End to End Performance Reporting.**

The IQ Networking Service includes performance reports as part of the service offering. The data contained in these reports is measured differently than the goals contained in the SLA and is for informational purposes only. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

- (b) CTS and CenturyLink agree to amend Section 32, titled Acceptance Testing, and add the following language:

For Domestic IQ Networking Services, Domestic Optical Wavelength Services, Local Access services and services provided by Subcontractor, billing will commence upon the Service Installation Date.

- (b) Section 16, titled Metro Optical Ethernet Service Level Agreement, is renamed to Service Level Agreements and reads as follows:

Services provided by Contractor under this Contract are subject to the specific Service Level Agreements at <http://www.qwest.com/legal/sla.html> for Domestic iQ Networking, Domestic Optical Wavelength, Metro Optical Ethernet and Local Access services.



(c) Subject to Section 30 of the Contract, titled Supplemental Work Order, the following is added:

If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

(d) The following Definition in Section 1, titled Definition of Terms, is updated to include the additional services being added to the Contract:

"Ethernet Transport Services" or "Services" shall mean Ethernet based Secondary Transport internet aggregated to a regional node site via (a) Service that is data and IP designed for connectivity between Customer's sites or public internet connectivity and includes ports ("Ports") and features with various rate of data transmission and features based on the type of Port ordered; (b) Service that is a Dense Wave Division Multiplexing ("DWDM" or "wavelength") solution with metro and long haul transport applications and supports SONET and SDH protocols; or (c) via a full-duplex data communications service that provides transport of Customer's digital traffic utilizing native Ethernet protocol across the vendor Domestic Network (Service supports On-Net to On-Net, and On-Net to Off-Net EVC connection types).

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This amendment 80 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:  
CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC

112 Doug Hoffer  
Signature

Wendy Rawlings  
Signature

DOUG HOFFER  
Print or Type Name

Wendy Rawlings on behalf of Jacob Dautler  
Print or Type Name

ASSISTANT DIRECTOR 11/10/15  
Title Date

manager, POM 11/5/2015  
Title Date

**Schedule A  
Authorized Product and Price List**

<b>Circuit/Port Speed</b>	<b>Maximum Monthly Recurring Charge (MRC)</b>
3Mb /NXDS1	\$1,140
5 Mb	\$1,549
7 Mb	\$1,880
10 Mb	\$1,170
20 Mb	\$2,381
30 Mb	\$2,858
40 Mb	\$3,301
50 Mb	\$3,693
60 Mb	\$4,067
70 Mb	\$4,420
80 Mb	\$4,726
90 Mb	\$5,056
100 Mb	\$5,000
200 Mb	\$5,367
300 Mb	\$6,869
400 Mb	\$7,927
500 Mb	\$9,206
600 Mb	\$10,353
700 Mb	\$11,442
800 Mb	\$12,356
900 Mb	\$13,342
1G	\$6,000
2G	\$14,291
3G	\$15,024
4G	\$15,830
5G	\$16,717
6G	\$17,693
7G	\$18,766
8G	\$19,947
9G	\$21,246
10G	\$15,000

**Vendor Aggregation Trunks to CTS locations (Node sites)**

<b>CTS location (Node site)</b>	<b>1G Aggregation trunk-Maximum Monthly Recurring Charge (MRC)</b>	<b>1G Aggregation Trunk Identifier</b>
Olympia - A	\$6,800	04.KRFS.080426..ACSO
Olympia - B	\$0	OLYOB2ATS08000516
Seattle- A	\$6,800	04.KRFS.75332..ACSO
Seattle - B	\$0	WTN/MLB/ATS/08000515.0
Spokane - A	\$6,800	04.KRFS.75718..ACSO
Spokane - B	\$0	SPNMPTATS08000537
Yakima	\$0	YDNYDNETH08000721

<b>CTS location (Node site)</b>	<b>10G Aggregation trunk -Maximum Monthly Recurring Charge (MRC)</b>	<b>10G Aggregation Trunk Identifier</b>
Olympia - A (LAN)	\$35,000	"SDC A" - SDC/SDC/ETH27002809.0
Olympia - B	\$6,800	"SDC B"- 04.KXFS.098694..ACSO
Olympia - C	\$11,325	"SDC C" - SDC/SDC/XCT00003635.0
Seattle - A (LAN)	\$35,000	TBD
Seattle - B	\$7,000	TBD
Spokane	\$35,000	TBD
Yakima	\$35,000	TBD





**Supplemental Work Order 105**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 105 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 105 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

HL  
m2  
Doug Hoffer  
Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title

12/16/15  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

Wendy Rawlings  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Manager, Offer Management  
Title

12/10/2015  
Date

Attachment 1  
 SWO 105  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T16-RFQ-020

Site	Address	Location	CTS Node	Gb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
DSHS 6001	415 W Wishkah St	Aberdeen	Olympia	1	\$655.20	\$65.52	\$162.50	13

**Supplemental Work Order 106**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 106 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

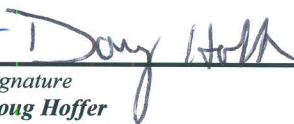
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 106 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML  
M2*  


Signature  
**Doug Hoffer**

Print or Type Name  
Assistant Director

Title

*12/16/15*  
Date

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**



Signature

**Wendy Rawlings on behalf of Jacob Darfler**

Print or Type Name

Manager, Offer Management

Title

*12/10/2015*  
Date

Attachment 1  
SWO 106  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T16-RFQ-020

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
ESD 1601	207 W Patison St, Shold Business Park	Port Hadlock	Olympia	10	\$227.50	\$22.75	\$650.00	13

**Supplemental Work Order 107**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 107 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

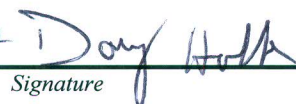
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 107 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML*  
*m2*  
  
\_\_\_\_\_  
Signature

**Doug Hoffer**  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

*1/6/16*  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler**  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management  
\_\_\_\_\_  
Title

*1/4/2016*  
\_\_\_\_\_  
Date

Attachment 1

SWO 107

Secondary Ethernet Site List

CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
including its subsidiaries

T16-RFQ-020

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
ESD 2505	2601 Pacific Ave N	Long Beach	Olympia	10	\$156.00	\$15.60	\$162.50	13
ESD 2503	600 Washington Ave	Raymond	Olympia	10	\$546.00	\$54.60	\$162.50	13



**Amendment 103**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 103 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("**Vendor**").

The purpose of this Amendment is to cancel SWO 81, (Pramata ID: 912213) dated April 25, 2015. for installation of an Ethernet Circuit located at 270 9<sup>th</sup> St. NE, East Wenatchee, WA (ESD0401).

**Termination.** The State of Washington remains liable for all charges incurred up to the cancellation date provided to CenturyLink of September 29, 2015. This includes all installation charges incurred , as well as the Monthly Recurring Charges (MRCs) for the individual circuit that would have been billed for the four (4) months the circuit was installed and ready for Purchasers use as was required in Purchasers RFQ T15-RFQ-053. The total termination charge is \$2,795.00.

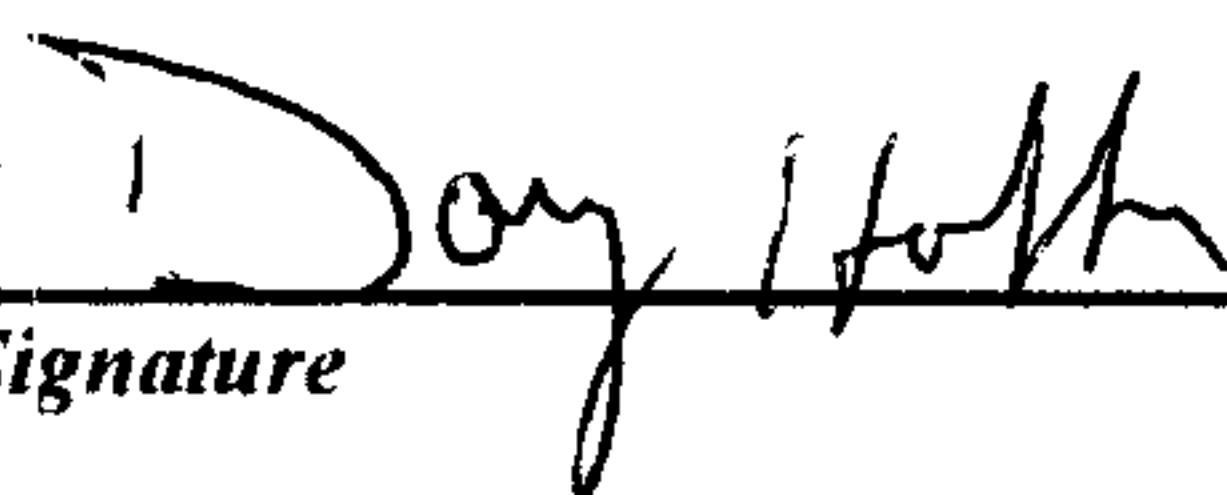
Now, therefore, the parties agree to terminate Supplemental Work Order 81 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 103 shall be effective as of the date signed by CTS.

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

Approved  
**CenturyLink Communications, LLC , f/k/a**  
**Qwest Communications Company, LLC,**  
**including its subsidiaries**

ML  
M2  
1  
  
\_\_\_\_\_  
Signature

Doug Hoffer Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 1/20/16  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of  
Constantine N. Gartelos POM Manager  
\_\_\_\_\_  
Print or Type Name, Title

Date: 1/15/2016  
\_\_\_\_\_

**Amendment 109**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 109 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from SWO 71, CenturyLink Pramata ID #908251. Now, therefore, the parties agree to amend the Supplemental Work Order 71 to terminate the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	DMARC	Trunk Circuit
WSDA0101	1045 East Maine St Ste F	Othello	Olympia	10	\$2.60	\$0.26	\$3,900.00	SWO 11

1. All other provisions of Contract T11-PCH-529, as previously amended, and SWO 71, as previously amended, shall remain in full force and effect.

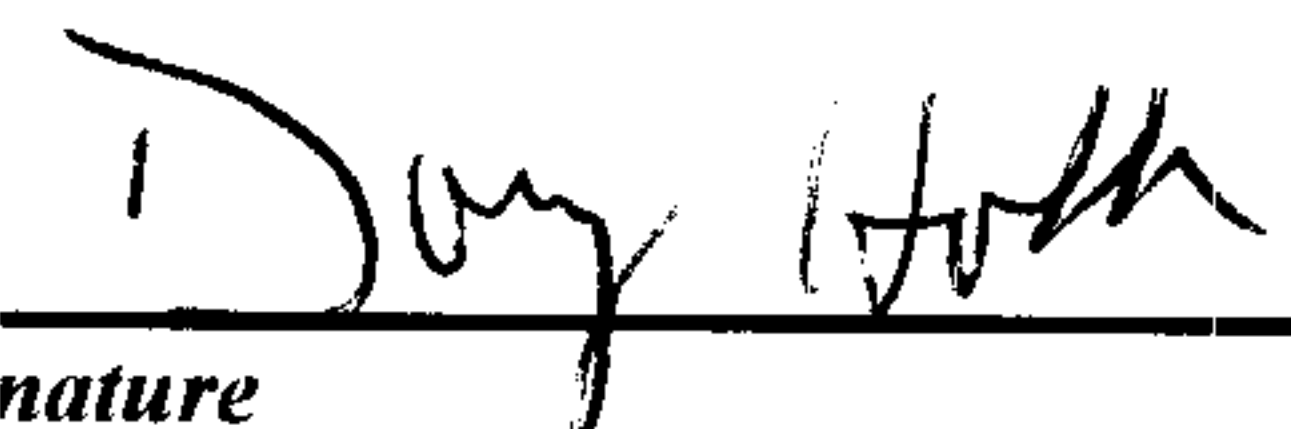
This Amendment 109 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

<sup>ML</sup>  
<sub>m2</sub>   
\_\_\_\_\_  
*Signature*

Doug Hoffer Assistant Director

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

*Date:*

2/3/16

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

Wendy Rawlings on behalf of Jacob Darfler,  
Pricing and Offer Management

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

*Date:* 1/29/2016

**Amendment Number 110**  
**to**  
**Contract Number T11-PCH-529**  
**for Secondary Transport Ethernet Services**

---

In accordance with Provision 41 (Authority of Modifications and Amendments) of Contract Number T11-PCH-529 (“Contract”), this Amendment Number 110 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and CenturyLink Communications, LLC, f/k/a Qwest Communications, LLC, including its subsidiaries (“Vendor”).

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)
3 Mb/ NXDS1	\$1,140
5 Mb	\$1,549
7 Mb	\$1,880
10 Mb	\$1,170
20 Mb	\$2,381
30 Mb	\$2,858
40 Mb	\$3,301
50 Mb	\$3,693
60 Mb	\$4,067
70 Mb	\$4,420
80 Mb	\$4,726
90 Mb	\$5,056
100 Mb	\$5,000
200 Mb	\$5,367
300 Mb	\$6,869
400 Mb	\$7,927
500 Mb	\$9,206
600 Mb	\$10,353
700 Mb	\$11,442
800 Mb	\$12,356
900 Mb	\$13,342
1G	\$6,000
2G	\$14,291
3G	\$15,024
4G	\$15,830
5G	\$16,717
6G	\$17,693
7G	\$18,766

**Amendment Number 110**  
**to**  
**Contract Number T11-PCH-529**  
**for Secondary Transport Ethernet Services**

8G	\$19,947
9G	\$21,246
10G	\$15,000

**Vendor Aggregation Trunks to CTS locations (Node sites)**

CTS location (Node site)	1G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	1G Aggregation Trunk Identifier
Olympia - A	\$6,800	04.KRFS.080426..ACSO
Olympia - B	\$0	OLYOB2ATS08000516
Quincy	\$0	
Seattle- A	\$6,800.00	04.KRFS.75332..ACSO
Seattle - B	\$0	WTN/MLB/ATS/08000515. 0

CTS location (Node site)	10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)	10G Aggregation Trunk Identifier
Olympia - A (LAN)	\$35,000	"SDC A" - SDC/SDC/ETH27002809.0
Olympia - B	\$6,800	"SDC B"- 04.KXFS.098694..ACSO
Olympia - C	\$11,325	"SDC C"- SDC/SDC/XCT00003635.0
Quincy	\$0	
Seattle - A (LAN)	\$35,000	TBD
Seattle - B	\$7,000	TBD

**Amendment Number 110**  
**to**  
**Contract Number T11-PCH-529**  
**for Secondary Transport Ethernet Services**

All other provisions of Contract Number T11-PCH-529 shall remain in full force and effect.

This amendment 110 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



Signature

MARK QUIMBY

Print or Type Name

TSD ASSISTANT DIRECTOR

Title

Date

9-2-16

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

Title

Date

8/31/16





**Amendment 108**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 108 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate SWO 57, CenturyLink Pramata ID #887042. Now, therefore, the parties agree to terminate Supplemental Work Order 57 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

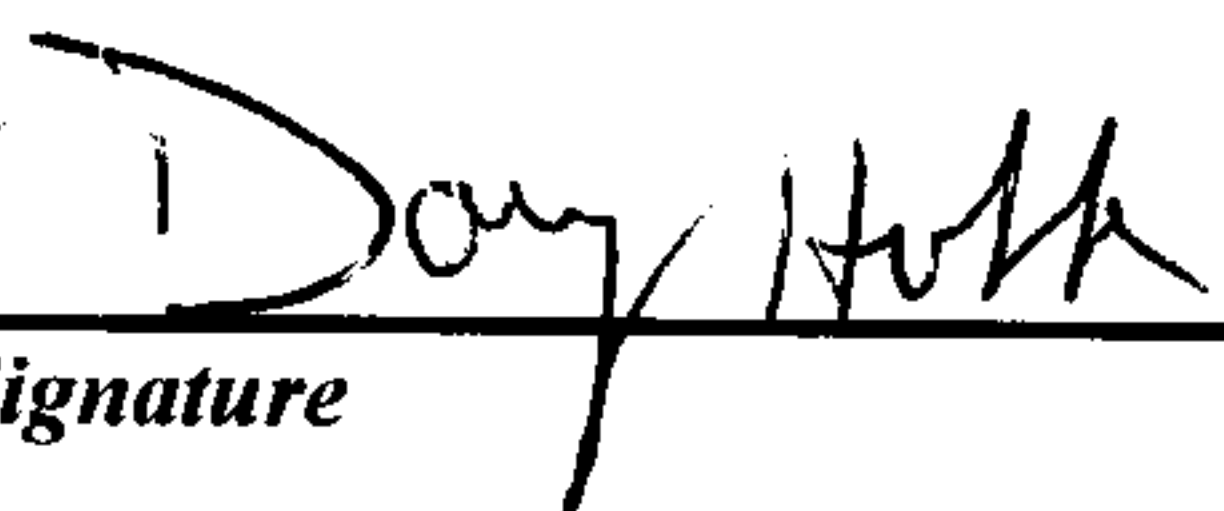
This Amendment 108 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

Approved

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**


ML  
m2  
  
\_\_\_\_\_  
*Signature*

Doug Hoffer Assistant Director

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

*Date:*

2/4/16

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

Wendy Rawlings on behalf of Jacob Darfler,  
Manager, POM

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

*Date: January 29, 2016*

**Amendment 111**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 111 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate SWO 96, CenturyLink Pramata ID #960170. Now, therefore, the parties agree to terminate Supplemental Work Order 96 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 111 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**


Approved

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

  
Signature

Doug Hoffer Assistant Director  
Print or Type Name, Title

Date: 2/10/16

  
Signature  
Wendy Rawlings on behalf of  
Jacob Darfler, POM Manager  
Print or Type Name, Title

Date: 2/8/2016



**Supplemental Work Order 113  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 113 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

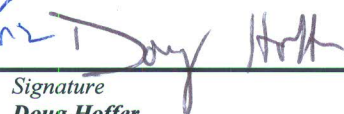
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 113 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
ML  


Signature  
Doug Hoffer

Print or Type Name  
Assistant Director


2/10/16

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

2/4/2016

Title

Date



Attachment 1  
 SWO 113  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
 including its subsidiaries  
 T16-RFQ-135

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
CNTY 3601	315 West Main St Rm 101	Walla Walla	Olympia	100	\$318.50	\$31.85	\$7,150.00	64

**Supplemental Work Order 114  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 114 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 114 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML*  
*MD*  
  
\_\_\_\_\_

Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title

*3/11/2016*  
\_\_\_\_\_

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_

Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

Title

*2/18/16*  
\_\_\_\_\_

Date

Attachment 1  
 SWO 114  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
 including its subsidiaries  
 T16-RFQ-026

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 5033	McNeil Island Penitentiary, 1403 Commercial St	Steilacoom	Olympia	100	\$600.00	\$60.00	\$50.00	\$2,600.00	13

**Supplemental Work Order 115**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 115 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 115 to Contract Number T111-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*mm*  
*Doug Hoffer*  
Signature  
Doug Hoffer

Print or Type Name  
Assistant Director

Title

3/1/2016  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

*Wendy Rawlings*  
Signature  
Wendy Rawlings on behalf of Jacob Darter

Print or Type Name  
Manager, Offer Management

Title

2/19/16  
Date

**Attachment 1**  
**SWO 115**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**  
**T16-RFQ-135**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
ESD 1901	204 E 6 <sup>th</sup> Ave	Ellensburg	Olympia	10	\$196.30	\$19.63	\$1,706.90	64



**Supplemental Work Order 117  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 117 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

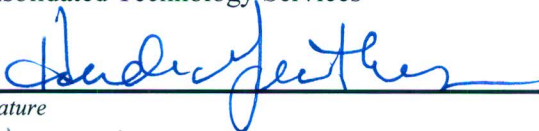
**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 117 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*me*  
*me*  
  
Signature

Heidi Geathers  
Print or Type Name

Deputy Director 3/9/16  
Title Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Manager, Offer Management 3/8/2016  
Title Date

**Attachment 1**  
**SWO 117**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,**  
**including its subsidiaries**  
**T16-RFQ-144**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 4005	616 S 348 <sup>th</sup> St	Federal Way	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,250.00	13

**Supplemental Work Order 116**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 116 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 116 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

*Mark Quimby*  
\_\_\_\_\_  
Print or Type Name  
Assistant Director

*Acting*  
\_\_\_\_\_  
Title  
*3/17/16*  
Date

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries**

  
\_\_\_\_\_  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

\_\_\_\_\_  
Print or Type Name  
Manager, Offer Management

\_\_\_\_\_  
Title  
*3/11/2016*  
Date



Attachment 1  
 SWO 116  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
 including its subsidiaries  
 T16-RFQ-144

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
CNTY 2201	405 Ross St	Davenport	Olympia	100	\$546.00	\$54.60	\$4,225.00	64
CNTY 1201	789 Main St	Pomeroy	Olympia	100	\$1,456.00	\$145.60	\$4,225.00	64

**Supplemental Work Order 118**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 118 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 118 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML* 

Signature

MARK CUNNINGHAM

Print or Type Name

Acting Assistant Director 3/17/16

Title

Date

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Offer Management

Title

3/14/2016

Date

Attachment 1  
 SWO 118  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
 including its subsidiaries  
 T16-RFQ-144

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
EcyMan LabPto	7411 Beach Dr E	Port Orchard	Olympia	100	\$1,508.00	\$150.80	\$390.00	64



**Supplemental Work Order 119**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 119 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

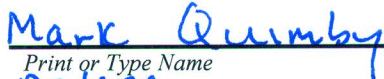
*In Witness Whereof*, the parties hereto, having read this SWO 119 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

Signature



Print or Type Name

Acting  
Assistant Director

Title

3-30-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Offer Management

Title

March 28, 2016

Date

Attachment 1  
 SWO 119  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company LLC,  
 including its subsidiaries  
 T16-RFQ-152

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 5040	1402 East Main St	Puyallup	Olympia	100	\$650.00	\$65.00	\$50.00	\$6,500.00	13

**Supplemental Work Order 121**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 121 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 121 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services


ML   
\_\_\_\_\_  
Signature

MARK Clumby  
\_\_\_\_\_  
Print or Type Name

Acting Assistant Director 5-5-16  
\_\_\_\_\_  
Title Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
\_\_\_\_\_  
Print or Type Name

Offer Management 5/3/2016  
\_\_\_\_\_  
Title Date

Attachment 1  
 SWO 121  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-156

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
ESD 3404	926B 79 <sup>th</sup> Ave SE	Tumwater	Olympia	10	\$460.00	\$46.00	\$50.00	\$5,980.00	13



**Supplemental Work Order 120**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 120 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 120 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

MARK Quumbly  
Print or Type Name

Acting  
Assistant Director 5-5-16  
Title Date

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Offer Management 5/3/2016  
Title Date

Attachment 1  
 SWO 120  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-160

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
LTS- DSHS 0303	33810 Weyerhaeuser Way S	Federal Way	Olympia	10	\$460.00	\$46.00	\$50.00	\$3,250.00	13

**Supplemental Work Order 122  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 122 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 122 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML



Signature

Mark Quimby

Print or Type Name

Assistant Director

Title

6-1-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

Title

May 31, 2016

Date



Attachment 1  
 SWO 122  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T16-RFQ-165

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
WSDA 0601	1975 NW Harborside Dr	Vancouver	Olympia	10	\$415.00	\$41.50	\$50.00	\$5,850.00	13
WSDA 0801	150 E Mill Road	Longview	Olympia	10	\$415.00	\$41.50	\$50.00	\$5,850.00	13

**Supplemental Work Order 124**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 124 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 124 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

Signature

MARK QUIMBY

Print or Type Name

ASSISTANT DIRECTOR

Title

6-7-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager, Offer Management

Title

June 1, 2016

Date

Attachment 1  
 SWO 124  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-165

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit SWO
WSDA 0803	2211 Hendrickson Dr	Kalama	Olympia	10	\$773.50	\$77.35	\$13,650.00	64



**Supplemental Work Order 123**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 123 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC*-, *f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 123 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ml* 

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

**MARK QUIMBY**

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

**ASSISTANT DIRECTOR**

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

**6-7-16**

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

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**



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

**Wendy Rawlings on behalf of Jacob Darfler**

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

Manager, Offer Management

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

June 1, 2016

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

Attachment 1  
 SWO 123  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T16-RFQ-174

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DOLC 0519	Sequim Licensing Depot LLC, 649 W Washington St	Sequim	Olympia	10	\$575.00	\$57.50	\$50.00	\$3,900.00	13
DOLC 0518	West End Vehicle Licensing, 192681 Hwy 101	Forks	Olympia	10	\$1,016.00	\$101.60	\$50.00	\$7,280.00	13

**Supplemental Work Order 126**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 126 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 126 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ml* 

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

**Mark Quimby**

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

TSD Assistant Director


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

6-23-16

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

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



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

**Wendy Rawlings on behalf of Jacob Darfler**

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

Manager, Offer Management

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

June 21, 2016

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

Attachment 1  
 SWO 126  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-179

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 6122	4317 6 <sup>th</sup> Ave SE, 1 <sup>st</sup> Floor	Lacey	Olympia	100	\$650.00	\$65.00	\$50.00	\$7,280.00	13
HCA 1701	1511 3 <sup>rd</sup> Ave, Suite 523	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13

**Supplemental Work Order 125**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 125 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 125 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML



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

**Mark Quimby**  
*Print or Type Name*

TSD Assistant Director  
\_\_\_\_\_  
*Title*

6-23-16  
\_\_\_\_\_  
*Date*

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



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

**Wendy Rawlings on behalf of Jacob Darfler**  
*Print or Type Name*

Manager, Offer Management  
\_\_\_\_\_  
*Title*

June 21, 2016  
\_\_\_\_\_  
*Date*

Attachment 1  
 SWO 125  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-179

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
CNTY 0501	223 E 4 <sup>th</sup> Street	Port Angeles	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13

**Amendment 127**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 127 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

In executing amendment 80, the parties amended the Contract to allow Vendor to provision Services via Additional Services – CenturyLink Domestic iQ Networking, Local Access and Domestic Optical Wavelength.

The purpose of this Amendment is to add a Limited Letter of Agency (attached to this amendment as Attachment A) to allow CenturyLink to manage the implementation of the Additional Services utilizing transport to the end site locations over other carrier's networks.

This Limited Letter of Agency shall apply to only those Ethernet Transport Services provisioned via these Additional Services.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 127 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

Approved

CenturyLink Communications, LLC, f/k/a Qwest  
Communications Company, LLC, including its  
subsidiaries



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

Mark Quimby, Assistant Director

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

Date: 7-20-16

\_\_\_\_\_



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

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management

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

Date: July 18, 2016

\_\_\_\_\_

**ATTACHMENT A  
To Amendment 127  
To Contract T11-PCH-529  
for  
DOMESTIC IQ NETWORKING SERVICE  
COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY  
between**

**Consolidated Technology Services ("Customer")  
and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf when incorporating the following circuit:

CID - 04.KXFS.098694..ACSO  
Service Address: State Data Center - 532 16th Ave., Olympia, WA 98501

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

**State of Washington Consolidated Technology Services**

Customer Company Name

*ML* 

Authorized Signature of Customer

*MARK QUIMBY*

Print or Type Name

*ASSISTANT DIRECTOR*

Title

*7-20-16*

Date

**Supplemental Work Order 128  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 128 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 128 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML*  
  
\_\_\_\_\_  
Signature  
Mark Quimby

Print or Type Name  
TSD Assistant Director

Title

7-21-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Manager, Offer Management  
Title

7/18/16

Date

Attachment 1  
 SWO 128  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-181

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 4013	12063 15 <sup>th</sup> Ave NE	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13
DSHS 4023	18000 International Blvd	SeaTac, Tacoma	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13
DOC VAN2	9105 NE Highway 99 Ste B	Vancouver	Olympia	10	\$396.00	\$39.60	\$50.00	\$3,250.00	13

**Supplemental Work Order 129  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 129 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 129 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
SK Consolidated Technology Services



Signature  
Mark Quimby

Print or Type Name  
TSD Assistant Director

7-28-16

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Offer Management

July 27, 2016

Title

Date

Attachment 1  
 SWO 129  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T16-RFQ-181

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
WSDA 0802	400 Toteff Rd	Kalama	Olympia	10	\$558.00	\$55.80	\$50.00	\$3,250.00	13
DOC PTO2	1340 Lloyd Pkwy	Port Orchard	Olympia	10	\$460.00	\$46.00	\$50.00	\$2,600.00	13

**Supplemental Work Order 132  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 132 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 132 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML* 

Signature

**Mark Quimby**

Print or Type Name

TSD Assistant Director

Title

8-18-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

**Wendy Rawlings on behalf of Jacob Darfler**

Print or Type Name

Offer Management

Title

August 17, 2016

Date



Attachment 1  
 SWO 132  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T17-RFQ-003

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DOR FED 1703	501 S 336 <sup>th</sup> St, Ste 140	Federal Way	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,250.00	13

**Supplemental Work Order 131  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 131 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC., f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 131 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML



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

**Mark Quimby**

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

TSD Assistant Director

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

8-18-16

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

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



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

**Wendy Rawlings on behalf of Jacob Darfler**

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

Offer Management

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

August 17, 2016

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

Attachment 1  
 SWO 131  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T16-RFQ-189

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
LTS- DSHS 4016	1737 Airport Way S	Seattle	Olympia	10	\$460.00	\$46.00	\$50.00	\$1,300.00	13



**Supplemental Work Order 130  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 130 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 130 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services


ML   
\_\_\_\_\_  
Signature

**Mark Quimby**  
\_\_\_\_\_  
Print or Type Name

TSD Assistant Director  
\_\_\_\_\_  
Title 8-18-16  
Date

**Approved**

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

  
\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler**  
\_\_\_\_\_  
Print or Type Name

Offer Management  
\_\_\_\_\_  
Title August 17, 2016  
Date

Attachment 1  
SWO 130  
Secondary Ethernet Site List  
CenturyLink Communications, LLC., f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T16-RFQ-181

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	Trunk Circuit SWO
ESD 0801	305 Pacific Ave S	Kelso	Olympia	10	\$546.00	\$54.60	64

**Supplemental Work Order 133  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 133 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 133 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

Signature  
Mark Quimby

Print or Type Name  
TSD Assistant Director

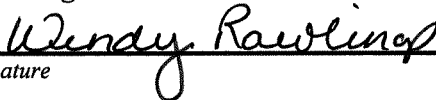
9-2-16

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name  
Manager, Offer Management

8/31/16

Title

Date

Attachment 1  
SWO 133  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T17-RFQ-006

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
GAMB 3401	605 Woodland Square Loop	Lacey	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13

**Supplemental Work Order 134  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 134 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.



- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 134 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML



Signature  
Mark Quimby

Print or Type Name  
TSD Assistant Director

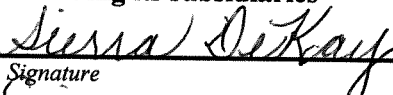
Title

9-15-16

Date

**Approved**

CenturyLink Communications, LLC., f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Sierra DeKay

Print or Type Name

Relationship Manager 9-14-16

Title

Date

**Attachment 1**  
**SWO 134**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-006**

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
CNTY 1701	King Street Center, 201 Jackson	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,250.00	13

**Supplemental Work Order 137  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 137 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 137 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

*ML* 

Signature

**Mark Quimby**

Print or Type Name

TSD Assistant Director

Title

9-27-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

**Wendy Rawlings on behalf of Jacob Darfler**

Print or Type Name

Manager, Offer Management

Title

9/24/16

Date



Attachment 1  
 SWO 137  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC., f/k/a Qwest Communications Company  
 LLC, including its subsidiaries  
 T17-RFQ-006

Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
HCA WHSE	926 79 <sup>th</sup> Ave SE Unit C	Tumwater	Olympia	100	\$650.00	\$65.00	\$50.00	\$1,950.00	13
DOLC 1812	Bainbridge Island Chamber of Commerce, 395 Winslow Way NE	Bainbridge Island	Olympia	10	\$460.00	\$46.00	\$50.00	\$2,600.00	13
DOLC 2505	Pacific County Annex, 7013 Sandridge Rd	Long Beach	Olympia	10	\$390.00	\$39.00	\$0	\$650.00	64

**Supplemental Work Order 135  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 135 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 135 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

**Mark Quimby**  
\_\_\_\_\_  
Print or Type Name

TSD Assistant Director  
\_\_\_\_\_  
Title

9-27-16  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
\_\_\_\_\_  
Print or Type Name

Manager, Offer Management  
\_\_\_\_\_  
Title

9/26/16  
\_\_\_\_\_  
Date

Attachment 1  
 SWO 135  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T16-RFQ-189

Site	Address	Location	CTS Node	Gb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 4022	4045 Delridge Way SW Suite 300	Seattle	Olympia	1	\$850.00	\$85.00	\$50.00	\$2,600.00	13



**Supplemental Work Order 140**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 140 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.



**Attachment 1**  
**SWO 140**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-015**

Site	Address	Location	CTS Node	GB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 5014	9601 Steilacoom Blvd SW Western State Hospital	Tacoma	Olympia	1	\$850.00	\$85.00	\$50.00	\$2,600.00	13

**Amendment 136**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 136 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order 28, dated July 10, 2014 (Pramata: 862196) in its entirety.

In accordance with Section 7; Termination Liability, of SWO 28, and Section 66.6 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of September 19, 2016, including Early Termination Charges.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 136 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**

*ML*  
  
\_\_\_\_\_  
*Signature For Mark Quimby*

*Mark Quimby Assistant Director*

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

*Date: 19 October 2016*

Approved

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**

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

*Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management*

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

*Date: 10/19/2016*



**Amendment 138**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 138 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 13-36, dated August 8, 2012, (Pramata ID: 567615) in its entirety.

In accordance with Section 7, Termination Liability, of SWO 13.36, and Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of July 26, 2016. This includes all third-party charges incurred by CenturyLink in connection with Purchaser's termination.


All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 138 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML   
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Wendy Rawlings on behalf of Jacob Darfler, Manager  
of Offer Management

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

Date: 11/03/16  
\_\_\_\_\_

Date: 11/1/2016  
\_\_\_\_\_

**Amendment 139**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 139 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 32, dated July 17, 2014 (Pramata ID: 862826) in its entirety.

In accordance with Section 7, Termination Liability, of SWO 32, and Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of July 21, 2016. This includes all third-party charges incurred by CenturyLink in connection with Purchaser's termination.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 139 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML   
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 11/03/2016  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler, Manager  
of Offer Management

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

Date: 11/1/16  
\_\_\_\_\_

**Supplemental Work Order 141  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 141 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 141 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

Signature  
Mark Quimby

Print or Type Name  
Assistant Director

11-15-16

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Dom Manager

November 10, 2016

Title

Date



Attachment 1  
SWO 141  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T17-RFQ-016

Site	Address	Location	CTS Node	GB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 4006	1313 W Meeker St	Kent	Olympia	1	\$875.00	\$87.50	\$50.00	\$1,300.00	13

**Supplemental Work Order 142  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 142 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 142 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

\_\_\_\_\_  
*Signature*  
Mark Quimby

\_\_\_\_\_  
*Print or Type Name*  
Assistant Director


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

11-15-16

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

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



\_\_\_\_\_  
*Signature*  
Wendy Rawlings on behalf of Jacob Daftler

\_\_\_\_\_  
*Print or Type Name*  
FOM Manager November 10, 2016

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

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

Attachment 1  
 SWO 142  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T17-RFQ-016

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
DSHS 4004	100 W Harrison St	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,250.00	13



**Supplemental Work Order 143  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 143 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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 on a month to month 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**


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

*In Witness Whereof*, the parties hereto, having read this SWO 143 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML

  
\_\_\_\_\_  
Signature

Mark Quimby  
Print or Type Name

Assistant Director  
Title

12-19-16  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darifer  
Print or Type Name

Manager POM  
Title

December 19, 2016  
Date

Attachment 1  
SWO 143

Secondary Ethernet Site List

CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
LLC, including its subsidiaries

Site	Address	Location	CTS Node	MB	MRC	EVC	Trunk Circuit SWG
DSHS 5033	*McNeil Island Penitentiary, 1403 Commercial St	Steilacoom	Olympia	20*	\$967.00	\$50.00	13

\*The Parties acknowledge that, per CTS's request, the Service outlined above is an upgrade from 10MB to 20MB via existing copper, which is distance-sensitive. Notwithstanding anything to the contrary in Section 5 above, if, during testing, the Service fails to provide the full 20MB, CTS may cancel the order without liability and Contractor shall not be in breach of its obligations under this SWO.

**Supplemental Work Order 144  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 144 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 144 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

Signature  
Mark Quimby

Print or Type Name  
Assistant Director

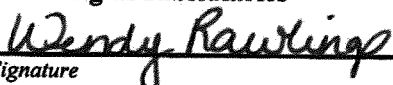
Title

12-23-16

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
Signature  
Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Manager Offer Mgmt 12/22/16

Title

Date

Attachment 1

SWO 144

Secondary Ethernet Site List

CenturyLink Communications, LLC., f/k/a Qwest Communications Company,  
LLC, including its subsidiaries

T17-RFQ-025

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO
ESD 3407	1570 Irving St SW	Tumwater	Olympia	100	\$650.00	\$65.00	\$50.00	\$1,950.00	13

**Amendment 145  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 145 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").


The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 133, dated September 2, 2016 (Pramata ID #1050577). Now, therefore, the parties agree to terminate Supplemental Work Order 133 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 145 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

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

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Wendy Rawlings on behalf of Jacob Darfler,  
Manager of Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: 1-19-17  
\_\_\_\_\_

Date: 1/12/2017  
\_\_\_\_\_

**Supplemental Work Order 147  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 147 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 147 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

\_\_\_\_\_  
Signature

**Mark Quimby**

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

**Assistant Director**

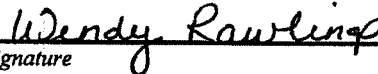
\_\_\_\_\_  
Title

2-8-17

\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler**

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

**Offer Management**

\_\_\_\_\_  
Title

2/8/2017

\_\_\_\_\_  
Date

**Attachment 1**  
**SWO 147**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-034**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DSHS 4048	12721 30 <sup>th</sup> Ave NE Ste 102	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$1,950.00	13	ME

**Supplemental Work Order 146  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 146 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 146 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML   
\_\_\_\_\_  
Signature

Mark Quimby  
Print or Type Name

Assistant Director  
Title

2/8/17  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Offer Management  
Title

2/8/17  
Date

**Attachment 1**  
**SWO 146**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-037**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
ECY VAN	12121 NE 99 <sup>th</sup> St Ste 2100	Vancouver	Olympia	100	\$685.00	\$68.50	\$50.00	\$3,900.00	13	IQ

**Amendment 149  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 149 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from SWO 126. Now, therefore, the parties agree to amend the Supplemental Work Order 126 to terminate the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
DSHS 6122	4317 6 <sup>th</sup> Ave SE, 1 <sup>st</sup> Floor	Lacey	Olympia	100	\$650.00	\$65.00	\$50.00	\$7,280.00	SWO 13

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 126, as previously amended, shall remain in full force and effect.

This Amendment 149 shall be effective as of the date signed by CTS.


Approved  
State of Washington,  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 2-24-17

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
\_\_\_\_\_  
Print or Type Name, Title

Date: February 22, 2017

**Amendment 148  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 148 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate SWO 114. Now, therefore, the parties agree to terminate Supplemental Work Order 114 in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 148 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**



*Signature*

**Mark Quimby Assistant Director**

*Print or Type Name, Title*

*Date:*

2-24-17

Approved

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**



*Signature*

**Wendy Rawlings on behalf of Jacob Darfler**

*Print or Type Name, Title*

*Date: February 22, 2017*

**Supplemental Work Order 154  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 154 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 154 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

**Mark Quimby**

Print or Type Name  
Assistant Director

Title

3-24-17

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

**Wendy Rawlings on behalf of Stephen Arneson**

Print or Type Name

Offer Management

Title

March 23, 2017

Date

Attachment 1  
 SWO 154  
 Secondary Ethernet Site List  
 CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
 LLC, including its subsidiaries  
 T17-RFQ-042

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DOC ABR1	191 Constantine Way	Aberdeen	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13	ME

**Amendment 150  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 150 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 122, dated June 1, 2016 (Pramata ID #1030562). Now, therefore, the parties agree to amend the Supplemental Work Order 122 to terminate the following:


Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
WSDA 0601	1975 NW Harborside Dr	Vancouver	Olympia	10	\$415.00	\$41.50	\$50.00	\$5,850.00	SWO 13


All other provisions of Contract T11-PCH-529, as previously amended, and SWO 122, as previously amended, shall remain in full force and effect.

This Amendment 150 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML   
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director

Wendy Rawlings on behalf of Stephen  
Arneson, Offer Management

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

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

Date:

3-31-17

\_\_\_\_\_  
Date: March 29, 2017

**Amendment 151**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 151 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 123, dated June 7, 2016 (Pramata ID #1031966). Now, therefore, the parties agree to amend the Supplemental Work Order 123 to terminate the following:


Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
DOLC 0519	Sequim Licensing Depot LLC, 649 W Washington St	Sequim	Olympia	10	\$575.00	\$57.50	\$50.00	\$3,900.00	SWO 13

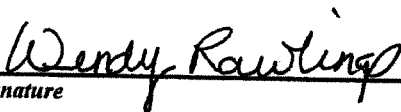
All other provisions of Contract T11-PCH-529, as previously amended, and SWO 123, as previously amended, shall remain in full force and effect.

This Amendment 151 shall be effective as of the date signed by CTS.

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

Approved  
**CenturyLink Communications, LLC, f/k/a**  
**Qwest Communications Company, LLC,**  
**including its subsidiaries**

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

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

Mark Quimby Assistant Director  
 \_\_\_\_\_  
*Print or Type Name, Title*

Wendy Rawlings on behalf of Stephen Arneson, Offer Management  
 \_\_\_\_\_  
*Print or Type Name, Title*

Date: 3-31-17  
 \_\_\_\_\_

Date: March 29, 2017  
 \_\_\_\_\_



**Amendment 152**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 152 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Site Agreement S13-45, dated February 28, 2013 (Pramata ID #405651) in its entirety.


In accordance with Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of December 4, 2016. This includes all third-party charges incurred by CenturyLink in connection with Purchaser's termination.


All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 152 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML   
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: 4-4-17  
\_\_\_\_\_

Date: April 3, 2017  
\_\_\_\_\_

**Amendment 153  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 153 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 129, dated July 28, 2016 (Pramata ID #1042830). Now, therefore, the parties agree to amend the Supplemental Work Order 129 to terminate the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit
WSDA 0802	400 Toteff Rd	Kalama	Olympia	10	\$558.00	\$55.80	\$50.00	\$3,250.00	SWO 13

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 129, as previously amended, shall remain in full force and effect.

This Amendment 153 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

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

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 4-4-17

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: April 3, 2017

**Supplemental Work Order 155  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 155 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 155 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML 

Signature

Mark Quimby

Print or Type Name

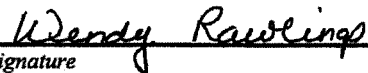
Assistant Director

Title

4-4-17  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Offer Management

Title

April 3, 2017

Date

**Attachment 1**  
**SWO 155**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-042**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DOC TAC2	1016 S 28 <sup>th</sup> St	Tacoma	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,250.00	13	ME



**Amendment 156  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 156 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Site Agreement S-12, dated February 20, 2014 (Pramata ID: 846909). Now, therefore, the parties agree to amend Site Agreement 12 to terminate the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	NRC	Trunk Circuit
DOCMTV1	707 S 2 <sup>nd</sup> St	Mount Vernon	Olympia	100	\$420.00	\$0	SWO 11

In accordance with Section 70 of Agreement T11-PCH-529, the State of Washington is liable for all charges incurred up to the termination date provided to CenturyLink of March 30, 2017.

All other provisions of Contract T11-PCH-529, as previously amended, and Site Agreement S-12, as previously amended, shall remain in full force and effect.

This Amendment 156 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML  
CK 

Signature

Mark Quimby Assistant Director

Print or Type Name, Title

Date:

4-24-17



Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management

Print or Type Name, Title

Date: April 18, 2017

**Supplemental Work Order 157**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 157 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 157 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

**Mark Quimby**

Print or Type Name

Assistant Director

Title

5-15-17

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Offer Management

Title

May 14, 2017

Date

**Attachment 1**  
**SWO 157**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-053**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DSHS 4045	110 Prefontaine Pl S, Ste 608	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,250.00	13	ME

**Supplemental Work Order 158**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 158 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

**"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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 158 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

**Mark Quimby**  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

S-15-17  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler**  
\_\_\_\_\_  
Print or Type Name

Offer Management  
\_\_\_\_\_  
Title

May 14, 2017  
\_\_\_\_\_  
Date

**Attachment 1**  
**SWO 158**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-048**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DFI SEA	2033 6 <sup>th</sup> Ave Suite 1030	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$4,550.00	13	ME

**Supplemental Work Order 159**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 159 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 159 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML   
\_\_\_\_\_  
Signature

**Mark Quimby**  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

S-15-17  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

**Wendy Rawlings on behalf of Jacob Darfler**  
\_\_\_\_\_  
Print or Type Name

Offer Management  
\_\_\_\_\_  
Title

May 14, 2017  
\_\_\_\_\_  
Date



**Attachment 1**  
**SWO 159**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-060**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
LNI SLV	10049 Kitsap Mall Blvd NW	Silverdale	Olympia	100	\$650.00	\$65.00	\$50.00	\$3,900.00	13	ME

**Supplemental Work Order 160  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 160 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 160 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

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

**Mark Quimby**  
\_\_\_\_\_  
Print or Type Name

Assistant Director  
\_\_\_\_\_  
Title

5-15-17  
\_\_\_\_\_  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
\_\_\_\_\_  
Print or Type Name

Offer Management  
\_\_\_\_\_  
Title

May 14, 2017  
\_\_\_\_\_  
Date

**Attachment 1**  
**SWO 160**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-061**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DSHS 4049	810 28 <sup>th</sup> St NE	Auburn	Olympia	100	\$650.00	\$65.00	\$50.00	\$5,850.00	13	ME

**Amendment 161**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 161 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Site Agreement S13-56, dated May 16, 2013 (Pramata ID #500135 ), as amended, in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 161 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services

CC



Signature

Mark Quimby Assistant Director

Print or Type Name, Title

Date:

6-1-17

Approved

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management

Print or Type Name, Title

Date: May 26, 2017



**Supplemental Work Order 162**  
**To**  
**Contract T11-PCH-529**  
**For**  
**Secondary Transport Ethernet Services**

This Supplemental Work Order 162 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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


**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 162 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

cc+ 

\_\_\_\_\_  
Signature

Mark Quimby  
Print or Type Name

Assistant Director  
Title 6/1/17  
Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler  
Print or Type Name

Offer Management  
Title May 24, 2017  
Date

**Attachment 1**  
**SWO 162**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-055**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
COM DDC	2600 Martin Way E, Ste F	Olympia	Olympia	100	\$625.00	\$62.50	\$50.00	\$3,900.00	13	ME

**Amendment 164  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 164 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend SWO 13-50, CenturyLink Contract ID #589774, as follows:

- Upgrade the following Ethernet sites from SWO 13-50 in its entirety with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	NRC	Trunk Circuit
DSHS 1003	1100 S Main	Colville	Olympia	100	\$1,417.00	\$390.00	SWO 11
DSHS 1011	89 E Delaware	Republic	Olympia	100	\$784.00	\$390.00	SWO 11

- Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 13-50, as previously amended, shall remain in full force and effect.

This Amendment 164 shall be effective as of the date signed by CTS.


Approved

State of Washington,  
Consolidated Technology Services

Approved

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML  
CEK

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 7-17-17  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: July 13, 2017  
\_\_\_\_\_

**Amendment 165  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 165 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend SWO 13-44, CenturyLink Contract ID #590056, as follows:

1. Upgrade the following Ethernet sites from SWO 13-44 in its entirety with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	NRC	Trunk Circuit
DSHS 1007	1600 W 1 <sup>st</sup> St	Newport	Olympia	100	\$3,120.00	\$390.00	SWO 11

2. Term:


This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 13-44, as previously amended, shall remain in full force and effect.

This Amendment 165 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

*MK*  
*CCF*  
  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 7-17-17  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: July 13, 2017  
\_\_\_\_\_



**Amendment 166**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 166 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order (SWO) 101 as follows:

1. Upgrade the following Ethernet site from SWO 101, CenturyLink Contract ID #972627, in its entirety with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC	NRC	Trunk Circuit
DSHS 5019	8701 Steilacoom Blvd SW	Tacoma	Olympia	100	\$600.00	\$50.00	\$0	SWO 13

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.


All other provisions of Contract T11-PCH-529, as previously amended, and SWO 101, as previously amended, shall remain in full force and effect.

This Amendment 166 shall be effective as of the date signed by CTS.

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

Approved  
**CenturyLink Communications, LLC, f/k/a**  
**Qwest Communications Company, LLC,**  
**including its subsidiaries**

ML  
 CTS

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Signature

Mark Quimby Assistant Director  
 \_\_\_\_\_  
 Print or Type Name, Title

Wendy Rawlings on behalf of Jacob Darfler,  
 Offer Management  
 \_\_\_\_\_  
 Print or Type Name, Title

Date: 7-18-17  
 \_\_\_\_\_

Date: July 13, 2017  
 \_\_\_\_\_

**Amendment 167**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 167 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to upgrade an existing circuit on Supplemental Work Order 15 ("SWO 15").

The parties hereby agree to amend SWO 15 (CenturyLink Contract ID: 850071) as follows:

Upgrade the following Ethernet site in the table of Attachment 1 of SWO15 with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC	NRC	Trunk Circuit
DSHS 5036	3888 NW Randall Way, Ste 101 & 102	Silverdale	Olympia	100	\$600.00	\$50.00	\$0.00	SWO 13

This Amendment 167 shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 15, as previously amended, shall remain in full force and effect.

This Amendment 167 shall be effective as of the date signed by CTS.

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

*ML*  
*OK* 

*Signature*

**Mark Quimby Assistant Director**

*Print or Type Name, Title*

*Date:*

7-18-17

Approved  
**CenturyLink Communications, LLC, f/k/a**  
**Qwest Communications Company, LLC,**  
**including its subsidiaries**

  
*Signature*

Wendy Rawlings on behalf of Jacob Darfler,  
 Offer Management

*Print or Type Name, Title*

*Date:* July 13, 2017

**Amendment 168  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 168 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Site Agreement S14-65 as follows:

1. Upgrade the following Ethernet site from Site Agreement S14-65, CenturyLink Contract ID #559103, in its entirety with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC	NRC	Trunk Circuit
DSHS 6123	2404 Heritage Court	Olympia	Olympia	100	\$600.00	\$50.00	\$0	SWO 13

2. Term:


This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and Site Agreement S14-65, as previously amended, shall remain in full force and effect.

This Amendment 168 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: 7-18-17  
\_\_\_\_\_

Date: July 13, 2017  
\_\_\_\_\_

**Amendment 169  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 169 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 87, CenturyLink Contract ID #954331. Now, therefore, the parties agree to amend the Supplemental Work Order 87 to terminate the following:


Customer Site	Address	Location	CTS Node	Mb	MRC	MRC Taxes	DMARC	Trunk Circuit
WSDA 0402	66 Highway 150, Unit 4	Chelan	Olympia	10	\$270.00	\$27.00	\$1,105.00	SWO 64

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 87, as previously amended, shall remain in full force and effect.

This Amendment 169 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

ML  
CCK   
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 7-18-17  
\_\_\_\_\_

  
\_\_\_\_\_  
Signature

Wendy Rawlings on behalf of Jacob Darfler,  
Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: July 13, 2017  
\_\_\_\_\_

**Supplemental Work Order 173  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 173 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

"**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.



- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 173 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature

Mark Quimby

Print or Type Name

Assistant Director

Title

8-4-17

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company LLC,  
including its subsidiaries



Signature

Wendy Rawlings on behalf of Jacob Darfler

Print or Type Name

Pricing and Offer Management

Title

August 3, 2017

Date

**Attachment 1**  
**SWO 173**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-068**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
ESD 1710	2531 Rainier Ave S	Seattle	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13	ME
DOR TAC 2701	3315 S 23 <sup>rd</sup> St Fl 3	Tacoma	Olympia	100	\$650.00	\$65.00	\$50.00	\$2,600.00	13	ME

**Amendment 171  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 171 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 24, dated June 30, 2014 (Pramata ID #860987). Now, therefore, the parties agree to amend the Supplemental Work Order 24 to terminate the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOC COL1	298 South Main	Colville	Olympia	100	\$1,344.00	\$134.40	\$0	\$10,944.00	SWO 11

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 24, as previously amended, shall remain in full force and effect.

This Amendment 171 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

Mark Quimby Assistant Director  
Print or Type Name, Title

Date:

8-9-17

DocuSigned by:  
Jacob Darfler

C9E6AAC7647E466

Signature

Jacob Darfler Manager of Offer Manager  
Print or Type Name, Title

Date:

8/8/2017

**Amendment 172  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 172 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").


The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 91, dated June 19, 2015 (Pramata ID #956873), as amended, in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 172 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

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

DocuSigned by:  
  
C9E6AAC7847E486  
\_\_\_\_\_  
*Signature*

Mark Quimby Assistant Director  
\_\_\_\_\_  
*Print or Type Name, Title*

Jacob Darfler  
\_\_\_\_\_  
*Print or Type Name, Title* Manager of Offer Management

Date: 8-4-17  
\_\_\_\_\_

Date: 8/8/2017  
\_\_\_\_\_

**Amendment 174  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 174 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order (SWO) 19, dated June 2, 2014 (Pramata ID #858438), as amended, in its entirety.

All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 174 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

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

DocuSigned by:  
  
\_\_\_\_\_  
*Signature*  
CBE6AAC7847E466

Mark Quimby Assistant Director  
\_\_\_\_\_  
*Print or Type Name, Title*

Jacob Darfler Manager of Offer Manager  
\_\_\_\_\_  
*Print or Type Name, Title*

Date: 8-9-17  
\_\_\_\_\_

Date: 8/8/2017  
\_\_\_\_\_

**Amendment 175  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 175 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate Supplemental Work Order ("SWO") 16, dated April 23, 2014 (Pramata ID #854446) in its entirety. All other provisions of Contract T11-PCH-529, as previously amended, shall remain in full force and effect.

This Amendment 175 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



DocuSigned by:  
*Jacob Darfler*  
C9E8AAC7647E468...

*Signature*

*Signature*

Mark Quimby Assistant Director

Jacob Darfler

Manager of Offer Managemer

*Print or Type Name, Title*

*Print or Type Name, Title*

*Date:*

8-9-17

*Date:*

8/8/2017



**Amendment 176  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 176 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order ("SWO") 15 as follows:

1. Upgrade the following Ethernet sites from SWO 15, dated March 19, 2014 (Pramata ID #850071).

Customer Site	Address	Location	CTS Node	Mb	MRC	EVC	NRC	Trunk Circuit
DSHS 1031	S 298 Main, Ste 204	Colville	Olympia	100	\$1,417	N/A	\$650	SWO 11
DSHS 2010	135 2 <sup>nd</sup> St, Ste 210	Asotin	Olympia	100	\$784	N/A	\$390	SWO 11
DSHS 6051	1820 Jefferson 3 <sup>rd</sup> Fl	Port Townsend	Olympia	100	\$600	\$50	\$0	SWO 13
DSHS 6055	618 S Peabody, Ste G	Port Angeles	Olympia	100	\$600	\$50	\$0	SWO 13

2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 15, as previously amended, shall remain in full force and effect.

This Amendment 176 shall be effective as of the date signed by CTS.

Approved

**State of Washington,  
Consolidated Technology Services**



Signature

Mark Quimby Assistant Director

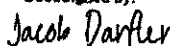
Print or Type Name, Title

Date:

8-4-17

Approved

**CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries**



Signature

Jacob Darfler

Manager of Offer Management

Print or Type Name, Title

Date: 8/8/2017

**Amendment 177  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 177 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order (SWO) 41 as follows:

1. Upgrade the following Ethernet site from SWO 41, dated October 2, 2014 (Pramata ID #875381), with the following:

Customer Site	Address	Location	CTS Node	Gb	MRC	EVC	NRC	Trunk Circuit
DSHS 4044	805 156 <sup>th</sup> Ave NE	Bellevue	Olympia	1	\$800	\$50	\$0	SWO 13


2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until December 15, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 41, as previously amended, shall remain in full force and effect.

This Amendment 177 shall be effective as of the date signed by CTS.


Approved  
State of Washington,  
Consolidated Technology Services

  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Date: 8-9-17  
\_\_\_\_\_

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

DocuSigned by:  
  
\_\_\_\_\_  
Signature

Jacob Darfler  
\_\_\_\_\_  
Print or Type Name, Title Manager of Offer Management

Date: 8/8/2017  
\_\_\_\_\_

**Amendment 178**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 178 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The parties hereby agree to amend Supplemental Work Order (SWO) 14 as follows:

1. Upgrade the following Ethernet site from SWO 14 with the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	NRC	Trunk Circuit
DSHS 6052	64 Main St, 1 <sup>st</sup> Fl	Cathlamet	Olympia	100	\$784.00	\$390.00	SWO 11

2. Term:

This Amendment shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T11-PCH-529, as previously amended, and SWO 14, as previously amended, shall remain in full force and effect.

This Amendment 178 shall be effective as of the date signed by CTS.

Approved

State of Washington,  
Consolidated Technology Services



Signature

Mark Quimby Assistant Director

Print or Type Name, Title

Date:

8-9-17

Approved

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

DocuSigned by:  
Jacob Darfler

Signature

Jacob Darfler

Manager of Offer Management

Print or Type Name, Title

Date:

8/8/2017

**Supplemental Work Order 179  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 179 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 179 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

Signature  
Mark Quimby

Print or Type Name  
Assistant Director

9-1-17

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

Signature  
Jacob Darfler

Print or Type Name

Manager - Offer Management 8/30/2017

Title

Date



**Attachment 1**  
**SWO 179**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-076**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DOLD 2704	6402 S Yakima Ave, Ste C	Tacoma	Olympia	10	\$460.00	\$46.00	\$50.00	\$1,950.00	13	ME
DOLD 1602	2300 S Park Ave	Port Townsend	Olympia	10	\$460.00	\$46.00	\$50.00	\$2,600.00	13	ME
DOLD 7701	2502 112 <sup>th</sup> St E, Ste 200 Closet #167	Parkland	Olympia	10	\$460.00	\$46.00	\$50.00	\$1,950.00	13	ME

**Supplemental Work Order 180  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 180 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* ("Contractor"), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

"**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 180 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services



Signature  
Mark Quimby

Print or Type Name  
Assistant Director

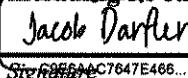
9-1-17

Title

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature  
Jacob Darfler

Print or Type Name

Manager - Offer Management 8/31/2017

Title

Date

Attachment 1  
SWO 180  
Secondary Ethernet Site List  
CenturyLink Communications, LLC, f/k/a Qwest Communications Company,  
LLC, including its subsidiaries  
T17-RFQ-076

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DOLD 6701	320 N 85 <sup>th</sup> St	Seattle	Olympia	10	\$475.00	\$47.50	\$50.00	\$1,950.00	13	ME

**Supplemental Work Order 181  
To  
Contract T11-PCH-529  
For  
Secondary Transport Ethernet Services**

This Supplemental Work Order 181 (SWO) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and *CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries* (“Contractor”), pursuant to Section 30 of that certain contract No. T11-PCH-529, 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 SWO 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 Contractor and CTS, with reference number T11-PCH-529

“**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 Contractor 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.**

Contractor 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**

Contractor 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 wiring beyond the demarcation point is not required, and ninety (90) days where facilities do not exist from the date that an order is placed. Contractor may request reasonable extensions of these intervals in the event of unforeseen site conditions or delays in permitting. It is Contractor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Contractor 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 the Service. 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, or bandwidth decreases below the original contracted level ("decreased bandwidth") prior to the end of the term, Purchaser agrees to pay to Contractor the termination liability as follows:

- All accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus
- For termination during the Minimum Service Commitment, Termination Charge shall be an amount equal to 100% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 40% of the monthly recurring charges times the number of months remaining in the Term of this SWO after the Minimum Service Commitment and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC.
- All third party costs and expenses incurred by Qwest in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 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**

Contractor 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. Contractor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff. Prior to commencing any work at locations owned by third parties; Purchaser will provide Contractor with written authorization from the building owner granting all rights and access enabling Contractor to place fiber/cabling infrastructure to the point of service handoff as needed.

**9. Management VLANs**

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

**10. SNMP Access**

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

*In Witness Whereof*, the parties hereto, having read this SWO 181 to Contract Number T11-PCH-529 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington  
Consolidated Technology Services

ML  
OCT 

Signature  
Mark Quimby

Print or Type Name  
Assistant Director

Title

9-22-17

Date

**Approved**

CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries



Signature

Jacob Darfler

Print or Type Name

Manager - offer Management 9/18/2017

Title

Date

**Attachment 1**  
**SWO 181**  
**Secondary Ethernet Site List**  
**CenturyLink Communications, LLC, f/k/a Qwest Communications Company,**  
**LLC, including its subsidiaries**  
**T17-RFQ-076**

Site	Address	Location	CTS Node	MB	MRC	MRC Taxes	VLAN	DMARC	Trunk Circuit SWO	CTL Product
DOLC 1822	Silverdale Auto License, Inc., 9080 Silverdale Way NW, Suite 102	Silverdale	Olympia	10	\$460.00	\$46.00	\$50.00	\$1,950.00	13	ME

**Amendment 182**  
**for**  
**Contract Number T11-PCH-529.**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 182 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 43, dated November 13, 2014 (Pramata ID #878204). Now, therefore, the parties agree to amend the Supplemental Work Order 43 to terminate the following:

Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
LNIBRE	500 Pacific Ave Ste 400	Bremerton	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,475.00	SWO 13


All other provisions of Contract T11-PCH-529, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 182 shall be effective as of the date signed by CTS.

Approved  
 State of Washington,  
 Consolidated Technology Services

Approved  
 CenturyLink Communications, LLC, f/k/a  
 Qwest Communications Company, LLC,  
 including its subsidiaries

ML  
 ok   
 \_\_\_\_\_  
 Signature

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature

Mark Quimby Assistant Director  
 \_\_\_\_\_  
 Print or Type Name, Title

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

Date: 10-25-17  
 \_\_\_\_\_

Date: 10/24/2017  
 \_\_\_\_\_

**Amendment 183**  
**for**  
**Contract Number T11-PCH-529**  
**for**  
**Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 183 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Supplemental Work Order (SWO) 24, dated June 30, 2014 (Pramata ID #860987). Now, therefore, the parties agree to amend the Supplemental Work Order 24 to terminate the following:


Customer Site	Address	Location	CTS Node	Mb	MRC	Taxes	VLAN	DMARC	Trunk Circuit
DOCAUB1	420 E Main St	Auburn	Olympia	100	\$700.00	\$70.00	\$50.00	\$1,954.80	SWO 13

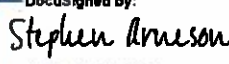
All other provisions of Contract T11-PCH-529, as previously amended, and SWO 24, as previously amended, shall remain in full force and effect.

This Amendment 183 shall be effective as of the date signed by CTS.

Approved  
 State of Washington,  
 Consolidated Technology Services

Approved  
 CenturyLink Communications, LLC, f/k/a  
 Qwest Communications Company, LLC,  
 including its subsidiaries

ML  
 CCK  
  
 \_\_\_\_\_  
 Signature

DocuSigned by:  
  
 \_\_\_\_\_  
 Signature

Mark Quimby Assistant Director  
 \_\_\_\_\_  
 Print or Type Name, Title

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

Date: 4-5-18  
 \_\_\_\_\_

Date: 4/4/2018  
 \_\_\_\_\_

**Amendment 184  
for  
Contract Number T11-PCH-529  
for  
Secondary Transport Ethernet Services**

In accordance with Provision 41 (*Authority for Modifications and Amendments*) of Contract Number T11-PCH-529 the ("Contract"), this Amendment 184 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and CenturyLink Communications, LLC, f/k/a Qwest Communications Company, LLC, including its subsidiaries ("Vendor").

The purpose of this Amendment is to terminate the following Ethernet site from Site Agreement Contract #12-34, dated July 24, 2012 (Pramata ID #569826). Now, therefore, the parties agree to amend the Site Agreement Contract #12-34 to terminate the following:


Customer Site	Address	Location	CTS Node	Mb	USOC	MRC	NRC
ECYBELL	1440 10 <sup>th</sup> St	Bellingham	Olympia	10	NoaNet	\$1,000.00	\$250.00

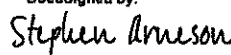
All other provisions of Contract T11-PCH-529, as previously amended, and Site Agreement Contract #12-34, as previously amended, shall remain in full force and effect.

This Amendment 184 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
CenturyLink Communications, LLC, f/k/a  
Qwest Communications Company, LLC,  
including its subsidiaries

*ML*  
*COE*   
\_\_\_\_\_  
Signature

DocuSigned by:  
  
\_\_\_\_\_  
Signature

Mark Quimby Assistant Director  
\_\_\_\_\_  
Print or Type Name, Title

Stephen Arneson Manager- Offer Management  
\_\_\_\_\_  
Print or Type Name, Title

Date: 4-16-18  
\_\_\_\_\_

Date: 4/12/2018  
\_\_\_\_\_