**Network Services Agreement 25-XXX**

**Addendum 02 - Fixed Wireless Ethernet**

This Addendum sets forth the terms governing all Fixed Wireless Ethernet services provided pursuant to an awarded Statement of Work (SOW). The Contractor represents that the Services provided under such SOW shall be performed in a manner consistent with the following terms. This Addendum incorporates by reference the Network Service Agreement.

# Definition of Terms

**“Copper** shall mean an Ethernet handoff, via RJ-45 connector.

**“Electrical** shall mean an Ethernet handoff, via RJ-45 connector.

**“Fixed Wireless**” shall mean the operation of wireless devices or systems in fixed locations such as homes and offices. These point-to-point signal transmissions occur through the air over a terrestrial microwave platform rather than through copper or optical fiber.

“**Jitter**” shall mean an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network.

“**Latency**” shall mean how much time it takes for a packet of data to get from one designated point to another.

“**Maximum Transmission Unit**” (MTU) shall mean the largest size packet or frame, specified in octets (eight-bit bytes), that can be sent in a packet- or frame-based network such as the Internet. The Internet's Transmission Control Protocol (TCP) uses the MTU to determine the maximum size of each packet in any transmission.

“**Mount**” shall mean to affix a Radio to the internal or external surface of a structure using non-permanent, non-penetrating materials.. Examples include affixing to a radio tower installed in the ground; the roof of a building consisting of a tripod and base (anchored with cement blocks); the exterior wall or window of a building; etc.

“**MRC**” shall mean Monthly Recurring Costs.

**“Optical**” shall mean Ethernet handoff, via single-mode or multi-mode connector.

**“Packet Loss”** shall mean when one or more packets of data traveling across a network fail to reach their destination.

**“Radio”** shall meanthe devices that send and/or receive microwave signals between two different locations, generally ‘line of sight’ to each other.

**“Services”** shall mean the fixed wireless Ethernet services provisioned under this Technical Addendum and the applicable Statement of Work.

“**TLA Period**” shall mean the period remaining in the Term for which WaTech may be assessed a fee due to an early termination of an applicable Statement of Work not due to an allowable termination under the Network Services Agreement or applicable incorporated documents.

“**VLAN**” shall mean Virtual Local Area Network.

# Statement of Work (“SOW”)

## All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SOW, amendment to a SOW, or other order document established between WaTech and Contractor*.*

## No work shall be performed by Contractor until:

## A SOW or amendment to a SOW is executed by Contractor and WaTech and

## the executed SOW or amendment to the SOW is received by Contractor and

## WaTech electronically sends a Tech Order to the Contractor

## ASV will deliver all signed SOW or amendment to a SOW documents electronically to WaTech.

## The ASV must sign and electronically return the SOW or amendment to the SOW within seven (7) days of WaTech sending the SOW. In the event the ASV fails to meet this deadline, Contractor will be ineligible to participate in any WaTech procurements related to this Techincal Addendum. The right to participate will not commence until fifteen (15) days after WaTech recieves the outstanding SOW or amendment to a SOW. The resultant loss of status will be escalated to the Contracts and Procurement Manager, the Network Division Assistant Director, the Deptuy Director and the supervisor’s supervisor of the sales staff involved as stated in the Network Services Agreement.

## If the ASV fails to sign and electronically return the SOW or amendment to the SOW for more than fifteen (15) day(s) after the SOW is transmitted to the ASV Contractor will be ineligible to participate in any WaTech procurements on this NSA. This right to participate will not commence until thirty (30) days after WaTech recieves the outstanding SOW or amendment to the SOW. Multiple failures to timely return a signed SOW may result in a material breach and termination of the Network Services Agreement, the Technical Addendum, or both in WaTech’s sole discretion.

## If the ASV fails to sign and electronically return the SOW or amendment to the SOW for more than thirty (30) days from WaTech sending the SOW, the ASV will be cancelled and the Contactor will be ineligible to participate in future WaTech procurements on this NSA for sixty (60) days. Multiple failures to timely return a signed SOW or amendment to the SOW may consistute in a material breach and termination of the Network Services Agreement, the Technical Addendum, or both in WaTech’s sole discretion.

## A SOW’s initial Service Term shall be seventy two (72) months, commencing upon the Effective Date of the Service Acceptance unless otherwise set forth in the WaTech Procurement Document. An amendment to a SOW will not change the original seventy two (72) month term of the SOW unless specifically addressed in writing.

## WaTech may exercise an option to extend a SOW past the original seventy two (72) month term, for an additional twelve (12) months, for up to two additional terms maximum, as long as it is mutually agreed upon by both parties via an amendment to the SOW. MRC pricing must remain the same as the original SOW.

# Trunk Fees

Ethernet Products and Services shall not be eligible for assessment of any trunk or aggregation circuit fees to WaTech to terminate Contractor circuits.

# Supplemental Bandwidth

WaTech may request potential upgrade options for service in addition to the initial request in the WaTech Procurement Document. WaTech Procurement Document responses shall include potential upgrade options listed as supplemental bandwidths.

# Termination Liability Assessment (“TLA”) and TLA Period

## TLA Period

Termination Liability Assessment (“TLA”) for Services will be 100% for months 1-12 and 30% for months 13-24. For all months beyond month 24, TLA will be 0% and service can be canceled without penalty unless a change or upgrade has caused the TLA Period to reset.

## TLA Period Reset - New Pricing

The Contractor may offer new pricing to WaTech at any time or when requested. If WaTech accepts the offer, the TLA Period will reset at month one (1).

## TLA Period Reset - Upgrades

In the event WaTech chooses to upgrade service the TLA Period will be reset to month one (1). The new TLA will be calculated using the new pricing, but will not be in addition to any other TLA on the same circuit.

## TLA Period

Regardless of whether a TLA Period reset occurred, TLA shall not extend beyond the timeframe specified in the SOW. For avoidance of doubt, regardless of whether a TLA Period Reset occurred, thereby causing the penalties for early termination to be applied as stated in Section 5.1, the TLA will not extend past the timeframe specified in the SOW and termination fees of 0% will apply after the SOW’s termination, regardless of when in the TLA Period that date occurs.

# Fixed Wireless Physical Installation

## Initial and Final Designs

### Contractor shall submit with its WaTech Procurement document the stated initial design(s). The Contractor may submit optional designs, one of which may include one design that requires a roof Mount, and a minimum of one design that is a roof Mount design alternative together with the detailed description of how Service will be installed. The initial designs submitted will be documented in the resulting SOW and become the final design unless the Parties agree otherwise.

### The Contractor and WaTech shall agree to the final design before the SOW is signed and any work commences.

### Both the initial and the final designs shall include at a minimum:

### Radio type, mast type, location and placement of Radio/Mount;

### How the Radio/Mount will be secured;

### Conduit route and bracing intervals;

### If structural penetration is needed, the specific design requirements;

### An illustration on how the conduit will enter the building;

### The defined planned route for the Demarc extension from the Radio to the Demarc;

### Detailed plan on how the Radio/Mount will be weather-proofed and meet fire codes; and

### Details on how access to existing AC Power is obtained.

### The Contractor shall share pre-install pictures with WaTech (roof top, demarc extension, demarc) indicating placement of required components and access paths as part of both the initial and final designs, unless confidentiality or security issues preclude from sharing.

## Landlord Permission

### Contractor shall obtain the Landlord or other authorized entity’s written consent to the initial and final design, if the final design is substantially different from the approved initial design. Contractor’s signature of the SOW is a representation and warranty that it has obtained the consents required under the Contract. WaTech may request a copy of the consent at any time.

# Service Location Portability

## WaTech will procure the Services originally based on the address of the site at issue. However, the Contractorwill be expected to provide Services based on bandwidth, not based on location/physical address of the Radios after the initial installation at the procured address.

### The Contractor shall move the Fixed Wireless Equipment and Service from the original location and/or address to another location and/or address within the Contractor’s Service Coverage Area (“Service Location Portability”). The Service Coverage Area shall mean the locations the Contractor is able to provide Services in Washington state that meet all of the requirements of this Technical Addendum and, if applicable, the original WaTech Procurement Document. Contractor agrees to move the installed service within the existing term for a one-time charge, which is subject to WaTech acceptance. In the event a Service Location Portability is utilized by WaTech, Contractor shall ensure Service continuity with respect to the move between locations.

### Service Location Portability changes will be documented in an amendment to the applicable SOW prior to any change in provisioning of Service. The SOW amendment will document the previous location and the new location. The MRCs shall be the same as the amount originally bid in the WaTech Procurement document.

# Equipment

## Upon termination of a Service for any reason, Contractor will contact WaTech with fifteen days to obtain the site contact information. Contractor shall schedule with the site contact a mutually acceptable time and date for retrieval of its Fixed Wireless Equipment located on WaTech or WaTech Users’ premises at the sole cost of the Contractor. Contractor shall provide written notice when the equipment has been removed.

# Service Installation

## Guaranteed Install Interval

The Guaranteed Install Interval shall commence when WaTech electronically sends the Tech Order to the Contractor, a copy for Fixed Wireless Ethernet Services is set forth in Exhibit 3. Tech Orders shall be provided to the Contractor within seven (7) days after receipt of the signed SOW.

9.2Remedies for Missed Guaranteed Install Interval (“GII”)

1. For every day past the Guaranteed Install Interval that the circuit is not delivered to WaTech, Contractor will credit five percent (5%) of the total circuit MRC for that circuit for each day until the Service is delivered to WaTech. Credits awarded under this section shall not exceed one month of the MRCs unless the install interval takes more than one month. The Parties acknowledge and agree that, because of the unique nature of the Services contemplated by this SOW, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by WaTech or any WaTech User as a result of a failure of Contractor to meet the Service Level Agreements.
2. It is further understood and agreed by the Parties that WaTech shall be damaged by such failure of Contractor to meet the Guaranteed Install Interval and that any remedies that become payable under this section are not penalties, are fair and reasonable under the circumstances, and that such payments represent a reasonable estimate of fair compensation.
3. In the event the Contractor is awarded multiple sites in a Response and subsquent SOW and does not deliver the sites as required by the specific Guaranteed Install Interval for any of the sites, the Contractor will waive TLA on all the circuits within the WaTech Procurement Document inclusive of those that were installed timely.
4. In the event Contractor misses the Guaranteed Install Interval for one or multiple circuits on a SOW by more than forty (40) days, it will be ineligible to participate in future or in progress WaTech Procurements until WaTech receives Service at the site in question. The resultant loss of status will be escalated to the WaTech Contracts and Procurements Manager, the Network Services Division Assistant Director, and the supervisor of the sales staff involved as stated in the Network Services Agreement.
5. Where Contractor has missed the GII for one or multiple circuits on a SOW by more than forty (40) days and is ineligible to participate in NSA procurements, but WaTech receives service during an active procurement on or before the RFQ Contractor Bid Response Deadline, WaTech will evaluate the Contractor’s RFQ Response, if submitted by the RFQ Contractor Response Deadline, found in Section 2 of the current applicable Procurement document.
   1. Where Contractor is eligible to participate in NSA procurements at the time of the Contractor Bid Response deadline, but becomes ineligible during RFQ evaluations due to missed GII by more than forty (40) days, the Contractor’s Response will still be evaluated.
   2. Contractors with overdue GII Circuits delivered after the Contractor Bid Response Deadline may be eligible to participate in future RFQs as long as the Contractor remains eligible under the GII and other applicable requirements.

## Service Installation Fees

## Except as may be otherwise agreed by the Parties in the applicable Statement of Work, Contractor shall not charge fees for any re-performance made necessary because of Contractor’s error or breach of contract, or to remedy any non-conformity as may be designated by WaTech.

## Contractors are responsible for installation of service to the location specified in the WaTech Procurement Document and all costs associated with said installation must be included in the Contractor’s Response. Any additional costs not stated in its Response shall be borne by Contractor.

## Weekly Updates

## The Contractor will provide weekly updates detailing the progress made for service installation with estimated timeframes for major milestones. These updates will be delivered via email. In addition, the Contractor will participate in a recurring conference call with WaTech.

## Contractor Demarcation Point

## If WaTech requests an extended Contractor Demarcation Point – Contractor is responsible for installing, maintaining, and servicing of the extended d-mark including but not limited to cabling, telecommunications equipment, and any work done by a Subcontractor.

## Circuit Handoff

1. Unless otherwise stated in the WaTech Procurement Document, all Ethernet tail circuits will be delivered as an Electrical/Copper connections.
2. Unless otherwise stated in the WaTech Procurement Document, all aggregation circuits will be delivered as Optical connections supporting Jumbo Frames.
   * 1. Contractor will provide two handoffs from Contractor equipment to WaTech at both the SDC and QDC at no additional cost (for a total of four (4) handoffs).
     2. Contractor will provide written RFC 2544 testing results with the Order Completion Notice.
     3. Contractor will provide photos of completed demarc and handoff. At least 1 showing the relative placement in the room, 1 showing provider equipment with labels clearly visible. Provide with the completion notice. Include UPS info also - brand, serial number. (Vendors should label their UPS' with 'For "Vendor A" use only - do not use for any other equipment').
     4. Contractor will provide a heavy duty label on handoff regardless of if this is a cable or biscuit jack– this label can be in the form of a brightly colored tag, thick paper, or wireties – as long as the handoff location is clearly identifiable to the customer.

## Quincy Data Center

## The Contractor shall work with Sabey Data Centers directly, and shall be responsible for all associated third party costs incurred in order for the Quincy Data Center site to meet the need to house any on premise equipment in the provider space/meet me room.

## Contractor must obtain permission from Sabey Data Centers for any construction related to the services being sought.

## Contractor must obtain and comply with policies of Sabey for Contractor access to the facility.

## All Services will be delivered into the provider space/meet me room.

## State Data Center

## Contractor must sign WaTech’s SDC provider space agreement to utilize the provider space.

## All Services will be delivered into the provider space/meet me room.

# Invoices

## In addition to the requirements addressed in Section 10 of the NSA, Invoice and Payment, Contractor agrees to the following provisions related to invoices:

### Contractor shall itemize all charges, taxes, and fees per circuit. In the event of multiple sites, the Contractor must itemize fees per circuit. This information may be itemized directly on the invoice or provided as supplemental documentation attached to the invoice as long as the requirements are met.

### All invoices must be delivered as an "E" bill using .csv format as specified by WaTech.

### All invoices must include all applicable taxes.

### The credit in Section 9 above shall be clearly stated as a separate line item and associated to the circuit to which it applies.

### Billing shall commence five (5) days after the circuit has been delivered to the location specified by WaTech in the applicable SOW.

* + 1. Contractor shall calculate billing and Termination Liability based on the date the disconnection is requested by WaTech. Contractor shall not invoice for Service more than five (5) days after the circuit disconnect date requested by WaTech on the communication to Contractor.
    2. Invoices for Vendor Edge (VE) circuits must include the following:

1. “Transport Circuit ID” is the circuit out to the site that is peered with SDC and QDC.

ii. All charges must be associated with the Transport Circuit ID.

1. Each customer VLAN handoff listed directly below, with their individual circuit IDs and VLAN numbers.
2. No charges can be associated with the customer VLAN handoffs, as we are allotted (5) VLANs and ports per circuit at no charge per Section 11.4.

# Technical Requirements

Contractor shall provide the circuit or Services to meet the minimum, standards stated herein:

## Service Availability

## The service must perform and be available twenty-four (24) hours per day, three hundred sixty five (365) days per year.

## Packet Remarking

## Contractor shall honor QOS markings and shall not re-mark WaTech data, packets, or traffic. Contractor may not mark, alter or remark any traffic. All traffic leaving a WaTech/ or Shared Use Constituents’ site shall arrive after traversing the Contractor’s network with the same markings it left with.

## MTU Size

## Contractor shall provide Services with a minimum MTU size of 1546 at no additional cost.

## VLANS

### Contractor shall provide and deliver up to five (5) VLANs and ports per circuit for no additional costs.

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

## Link Agregration

## Contractor’s Ethernet Services must provide support for link aggregation (LACP) via the IEEE 802.3ad standard. This service will be implemented any time a WaTech User requires two or more circuits at a site.

## Equipment Space and Power

### Contractor shall be responsible for the purchase, installation, configuration, and maintenance of all equipment required to provide Ethernet Services to WaTech,

### Following receipt of a SOW, Contractor must disclose whether Contractor owned equipment requires more than one-quarter rack space, 20 amperes power, or DC power. If so, Contractor must disclose the technical specifications of the type of equipment to be installed as part of the procurement response.

### Contractor must provide a UPS for its equipment that provides a minimum four (4) hours of run time at no additional cost to WaTech. If UPS is denied by customer on install, Contractor shall e-mail WaTech Project Manager with customer name and reason for denial. Once approved by WaTech via e-mail (verbal confirmation is not acceptable), Contractor shall reference and record denial via the circuit delivery notice.

### Contractor must utilize dual power feeds to all equipment supporting WaTech User Services at the SDC and QDC locations.

## Ethernet Standards

### Contractor’s Ethernet Services shall be provided in compliance with the current version of the MEF standard within a WaTech determined reasonable time, not less than 12 months, of new standards being released or a within a timeframe greater if authorized by WaTech.

## Point to Point and Point to Multi- Point

### Contractor shall support both:

### Point to multi point circuits, terminating at both the SDC and QDC-and-

### Point to point circuits that terminate at a WaTech specified location(s).

### Unless otherwise stated in the WaTech Procurement Document Contractor shall deliver all circuits as point to multi point circuits, terminating at both the SDC and QDC.

## IPv6 Requirements

### Contractor must support IPv6 and IPv4 (Dual Stack) across the service.

### Contractor must be able to route IPv6 Provider Independent (PI) addresses equal to existing routing.

### Contractor must have the ability to provide IPv4 and IPv6 connectivity delivered to a site via a 802.1q tagged interface, with a separate VLAN for IPv4 and IPv6 communication.

## Service Interface to WaTech’s Equipment

### Unless otherwise specified by WaTech, the interfaces provided to WaTech Users’ 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 WaTech location.

## SNMP Access

### Contractor agrees to provide for those portions of the Services which utilize routers, WaTech with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic, if the contractor is transporting via layer 3.

# Maintenance

Contractor shall perform maintenance consistent with the following:

## Contractor shall conduct routine maintenance outside the hours of 6:00 a.m.to 10:00 p.m. Pacific Standard or Daylight Time.

## Contractor must provide a minimum of seven (7) days notice to WaTech prior to performing maintenance which will be service impacting. Notice must be provided to [Support@WaTech.wa.gov](mailto:Support@WaTech.wa.gov) and [NOC@watech.wa.gov](mailto:NOC@watech.wa.gov).

## Contractor must provide three (3) days notice to WaTech prior to performing maintenance which is not expected to be service impacting.

## For purposes of this section, Service Impacting means the service is degraded and is not operating within the SLA Specifications.

## Contractor must defer Service Impacting maintenance for up to forty eight (48) hours upon request from WaTech. Requests must be made at a minimum of twenty four (24) hours before the maintenance is scheduled.

## Contractor may undertake Emergency Maintenance during the defined maintenance window and will provide WaTech User with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

## Notice shall include at a minimum: the WaTech Circuit Design Record number; Site name; Site address (A-LOC and Z-LOC); and carrier circuit ID number.

# Service Repair and Trouble Reporting

The following applies to the provisioning of Services to WaTech and WaTech Users provided under this Addendum:

## Records

### Contractor shall provide a detailed end-to-end network diagram for circuits, as requested by WaTech using Adobe, Visio or other formats specified by WaTech.

### Contractor will supply all requested records of service within seven (7) days of WaTech’s request.

## Response to Trouble Reports

### Contractor must provide a toll-free trouble reporting number to WaTech.

### Contractor must provide support for the Services delivered including twenty four(24) hours a day, seven (7) days a week, three hundred sixty five (365) days per year call center, monitoring, fault detection, problem isolation, escalation, and restoration management of supported Services, networks, and equipment.

### WaTech shall receive its first response within thirty (30) minutes of placing a Trouble Ticket with the Contractor. For purposes of this section, Trouble Ticket shall mean the ticket notification system Contractor uses for WaTech to report incidents and Outages. For purposes of this section, first response shall mean a phone call to WaTech Network Operations staff or via email address: [NOC@watech.wa.gov](mailto:NOC@watech.wa.gov).

### Contractor shall provide periodic status report (type of problem, estimated time to repair, Contractor ticket number) to the WaTech Network Operations Center for all Service problems and issues.

### 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 for problems and issues impacting WaTech.

## Reason for Outage

## WaTech shall receive a Reason for Outage (“RFO”) as follows:

### A preliminary, non-official per incident Reason for Outage (RFO) must be provided by email or by verbal conversation to WaTech’s Network Operations Center Technicians within two (2) hours of an incident being resolved.

### Major incidents that result in a breach of Service Level performance minimums, Contractor must provide an official RFO within seven (7) days, unless otherwise negotiated, after the incident causing the Outage is resolved.

## End-to-End Service Monitoring and Test Capability

### Contractor must have the capability of monitoring the service end-to-end and shall perform remote site testing as necessary to troubleshoot Service problems and issues.

# Service Level Remedies

In addition to the terms set forth in this Contract, Contractor shall use best efforts to perform the Services in accordance with the Service Level Agreements, as set forth in herein.

In the event of any failure by Contractor to perform the Services in accordance with the Service Level Agreement (“SLA”), the Contract, and this Technical addendum, WaTech shall have a Service Availability Credit in the amount determined pursuant to the Contract, and this Technical addendum, including the percentages stated in the “Service Level Credits” section below which WaTech may apply against payment of the fees and charges payable by the WaTech to Contractor in a subsequent calendar month; provided that such credit shall not exceed the amount paid or payable by WaTech to Contractor during the period or periods in which the Service Level Agreements were not met.

In the event that this Contract expires or terminates, Contractor shall pay an amount equal to any unused credits to WaTech within thirty (30) days after such termination or expiration.

The Parties acknowledge and agree that, because of the unique nature of the Services contemplated by this Contract, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by WaTech or any WaTech User as a result of a failure of Contractor to meet the Service Level Agreements.

It is further understood and agreed by the Parties that WaTech shall be damaged by such failure of Contractor to meet the Service Level Agreements, and that any credits that become payable in the nature of Service Credits are not penalties, are fair and reasonable under the circumstances, and that such payments represent a reasonable estimate of fair compensation.

Service Level Credits shall be applied to the account within two billing cycles from which the month that the Outage or excessive Schedule Maintenance event(s) occurred. Award of the credit in no way relieves the Contractor of responsibility to correct any Outage event condition(s) and does not constitute an exclusive remedy for such Outage condition(s).

Service Level Credits shall constitute the sole remedy for WaTech with respect to Contractor’s failure to meet Performance Minimums so long as the Performance Minimums are not Chronic. If the Service falls below this expectation, then WaTech may pursue any and all legal remedies.

WaTech’s retains the right to terminate this Contract in accordance with its terms, whether pursuant to failure to perform in accordance with the Service Level Agreements or otherwise.

# Service Level Breach Reporting

The Contractor represents it shall proactively report its own SLA breaches within two billing cycles from the event that invoked the SLA credit provisions herein. Such reports shall be provided to the named WaTech Contract Manager in this Technical Addendum and shall be provided in writing.

WaTech will continue to monitor service levels independent of the Contractor’s self-reporting through monitoring the WaTech or WaTech Users’ tickets opened with the Contractor. In the event WaTech finds a breach that the Contractor did not report, the SLA credits shall be three (3) times the calculated and owed amount to cover the cost of auditing SLA's internally. The credits must appear on the WaTech billing within two (2) billing cycles from the notification of the finding from WaTech to the Contractor. WaTech reserves the right to review up to the past twelve months of tickets for this section.

The Parties acknowledge and agree that, because of the unique nature of the Services contemplated by this SOW, it is difficult or impossible to determine with precision the specific amount of damages that might be incurred by WaTech or any WaTech User as a result of a failure of Contractor to meet the Service Level Agreements.

It is further understood and agreed by the Parties that WaTech shall be damaged by such failure of Contractor to meet the Service Level and that any remedies that become payable under this section are not penalties, are fair and reasonable under the circumstances, and that such payments represent a reasonable estimate of fair compensation.

# Service Level Performance Minimums

The Service shall be provisioned at the following Performance Minimum levels set forth below. The failure to meet Performance Minimums shall result in a five (5) percent Service Level Credit(s) for the affected Products and Services unless otherwise defined herein.

Performance Minimums are defined as:

## The Service shall have a maximum Latency of fifteen (15) ms one way, thirty (30) ms roundtrip, on a one minute average from egress port on a WaTech User’s devices to ingress port on the WaTech User’s device within specified circuit;

## The Maximum Jitter for the Service shall be no more than five (5) ms from egress port on a WaTech User’s devices to ingress port on the WaTech User’s device within specified circuit;

## The Maximum Packet Loss shall be < 0.1% of the total packet throughput on Service Path utilizing five (5) minute averages from egress port on a WaTech User’s devices to ingress port on the WaTech User’s device within specified circuit;

## The Service shall have a Performance Minimum of 99.9% Availability excluding scheduled maintenance, per one (1) calendar month;

## The Service shall have a Performance Minimum of 99% Availability inclusive of scheduled maintenance, per one (1) calendar month; and

## The Service is required to provide a MTTR of four (4) hours or less, per one (1) calendar month.

## The Service shall not have a single Outage that negatively impacts over thirty (30) WaTech User sites for a period longer than fifteen (15) minutes.

# Service Level Credits

## Contractor’s Service is designed to provide a Service Availability of at least 99.9%, excluding scheduled maintenance. If the Target Availabilty as defined in the applicable chart below is not achieved in a calendar month, WaTech shall be entitled to the Service Level Credits set forth herein. Service Level Availability is calculated on a calendar month, which will be pro-rated for the first calendar month of service.

|  |  |  |
| --- | --- | --- |
| **Target Availability**  (Excluding Schedule Maintenance) | **Actual Outage**  (Monthly) | **Service Level Credit as % of MRC for the applicable Service** |
| **99.9% Availability** | Less than 43 minutes | Target Met |
| >43 minutes to 1 hour | 5% |
| >1 hour to 3 hours | 10% |
| >3 hours to 5 hours | 15% |
| >5 hours | An additional 5% for each additional hour of Outage |

## In the event of a single Outage that negatively impacts over thirty (30) WaTech User sites for a period longer than fifteen (15) minutes Contractor shall grant WaTech an additional Service Level Credit of five (5) percent against the MRC.

## Contractor’s Service is designed to provide a Service Availability of at least 99%, including scheduled maintenance. If the Target Availabilty, including maintenance periods,as defined in the applicable chart below is not achieved in a calendar month, WaTech shall be entitled to the Service Level Credits set forth herein. Service Level Availability is calculated on a calendar month, which will be pro-rated for the first calendar month of service.

|  |  |  |
| --- | --- | --- |
| **Target Availability**  (Including Schedule Maintenance) | **Actual Outage and Scheduled Maintenance**  (Monthly) | **Service Level Credit as % of MRC for the applicable Service** |
| **99% Availability** | Less than 7 hours 18 minutes | Target Met |
| >7 hours 18 minutes to 9 hours | 5% |
| >9 hour to 12 hours | 10% |
| >12 hours to 15 hours | 15% |
| >15 hours | An additional 5% for each additional 3 hour of Outage due to scheduled Maintenance |

## The following sections (a)- (e) are provided for illustration only:

### A Service has an Outage of one (1) hour. This results in a credit of 5% of the MRC for the applicable service.

### A Service has an Outage of one (1) hour and ten (10) hours of Actual Outage and Scheduled Maintenance. This results in a credit of 5% for the one (1) hour of Outages and an additional 10% credit for the ten (10) hours of Actual Outage and Scheduled Maintenance for a total of 15% of the MRC for the applicable service.

### A Service has a single Outage of five (5) hours. This results in a credit of 15% for the five (5) hours of Outage and an additional 5% credit for the five (5) hour MTTR for a total of 20% of the MRC for the applicable service.

### Thirty (30) sites/Services have an Outage of seventeen (17) minutes. This results in a credit of 5% of the MRC for the applicable services.

### Thirty (30) sites/Services have an Outage of two (2) hours. This results in a credit of 5% for the impact to over thirty (30) sites and 10% credit for the two (2) hours of Outage for a total of 15% of the MRC for the applicable services.

# Proprietary or Confidential Information

Any information contained in the Contractor’s Response to a WaTech Procurement Document that is proprietary or confidential must be clearly designated as such. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. WaTech will not accept Responses in which pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.56 RCW, the Public Disclosure Act, WaTech shall maintain the confidentiality of the Contractor’s information marked confidential or proprietary. If a request is made to view Contractor’s proprietary information, WaTech will notify the Contractor of the request and of the date that the records will be released to the requester unless the Contractor obtains a court order enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, WaTech will release the requested information on the date specified.

The State’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify the Contractor of any request(s) for disclosure for so long as WaTech retains the Contractor’s information in WaTech records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by the Contractor of any claim that such materials are exempt from disclosure.

The Effective Date of this Technical Addendum shall be the date of last signature below.

|  |  |  |
| --- | --- | --- |
| **Approved** |  | **Approved** |
| State of Washington  Washington Technology Solutions |  | Vendor |
|  |  |  |
| *Signature* |  | *Signature* |
|  |  |  |
| *Print or Type Name Date* |  | *Print or Type Name Date* |
|  |  |  |
| *Title* |  | *Title* |

***Fixed Wireless Ethernet Addendum Statement of Work Template***

This Statement of Work (SOW) 02-25-XXX is made and entered by and between the State of Washington, Washington Technology Solutions (“WaTech” or “WaTech”), and *xxxxxxxxxx xxxxxxxx*(“Contractor”), collectively referred to as “Parties” pursuant to Section xxxxxxx of that certain contract No. xxxxxxxxxxxx for Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract. The terms and conditions of the Network Services Agreement, and Ethernet Addendum are hereby restated and incorporated by reference in their entirety.

1. **Term:**

The Service Term shall be seventy two (72) months, commencing upon the date of the Service Acceptance. (delete and replace with the shorter term if stated on the WaTech Procurement Document document.)

For any period shorter than twenty four (24) months, WaTech will specify a superseding period in the WaTech Procurement Document (example is eighteen [18] months or twelve [12] months)

This SOW shall be effective as of the date executed by WaTech (the “Effective Date”) and continue in full force and effect for the duration of the Service Term measured from the Service Acceptance for each site covered by this SOW.

1. **Service Delivery Locations.**

Contractor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Exhibit 1 unless otherwise agreed upon by the Parties in an amendment to this SOW.

1. **Special Terms:**
   1. (Special Instructions from the RFP, Special Handoff – if requested, background check if required, etc.)
2. **Contractor’s Response.** 
   1. A copy of Xxxxx’s response to the WaTech’s Procurement resulting in this award is attached as Exhibit 2 as is incorporated by reference as if fully set forth herein.
   2. In the event the Parties need to exercise any options available on the procurement but not accepted in this SOW, the Parties will execute an amendment reflecting the exercise of said options.
   3. In the event of a conflict between the Response and this SOW, the SOW prevails.

***In Witness Whereof***, the Parties hereto, having read this Statement of Work to Contract Number *xxxxxxxxxxxxxxxxxx* in its entirety, do agree thereto in each and every particular.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Approved** | |  |  | |
|  | |  |  | |
|  |  | | |
|  | *Signature* | | |
|  |  | | |
|  | *Print or Type Name* | | |
|  | *Title Date* | | |

Exhibit 1

SOW Site Purchases

**Current Example:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **WaTech User Site** | **Address** | **City** | **WaTech Termination Site(s)** | **Mb** | **Guaranteed Install Interval** | **MRC** | **NRC** |
| AgencyXXXX | 1234 W 1st Street | City Name | SDC and QDC | 100 | 30 days | $750.00 | $0 |

Exhibit 2

Contractor Response to WaTech Procurement Number ------------

Exhibit 3

Ethernet Tech Order