**Network Services Agreement 25-XXX**

**Addendum 03 -PRI T-1 Voice Services**

This Addendum sets forth the terms governing all PRI T-1Voice services provided pursuant to an awarded Statement of Work (SOW). The Contractor represents that the Services provided under such SOW shall be performed consistent with the following terms. This Addendum incorporates by reference the Network Service Agreement.

# Definition of Terms

**“Account”** shall mean the set of billing information for a customer. Eachaccount is uniquely identified by the billing account number (BAN) located on eitherthe customer's bill or service record.

**“Bit”** denotes the smallest unit of information in the binary system of notation.

**“Carrier or Common Carrier”** See Interexchange Carrier.

**“Central Office”** shall mean a local Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

**“Channel(s)”** shall mean an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

**“Channelize”** shall mean the process of multiplexing/de-multiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

**“Collect calling restriction”** shall mean a function that prevents users from accepting collect calls.

**“Collocation-POT”** shall mean the physical point of termination in a Central Office Building, specified by the Company, between Other Tariffed Services and Customer Transport Facilities.

**“Customer Transport Facilities”** shall mean fiber optic transport and distribution cables and associated transmission equipment required for the operation thereof that are provided, operated, maintained and owned or controlled by the Customer.

**“Delivery Date”** shall mean the date by which the ordered Productsmust be delivered.

“**DID Numbers**” shall mean Direct Inward dial numbers capable of being passed across a trunking facility. “E911 Database/ALI capability (for ISDN T-1s only)” shall mean a function that provides location data to the Public Safety Answering Position.

**“Interexchange Carrier”** (IC) or “Interexchange Common Carrier” shall mean any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

**“Interstate Communications”** shall mean both interstate and foreign communications.

**“Intrastate Communications”** shall mean any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

**“Local Access and Transport Area (LATA)”** shall mean a geographic area established for the provision and administration of communications Service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes. For the purposes of this tariff Geographical Market Area (GMA) and LATA are intended to be interchangeable.

**“Number Porting”** shall mean the ability to move a range of DID numbers from an existing carrier to another carrier.

**“Outgoing restriction”** shall mean the ability to restrict a T-1 facility from dialing toll, international, 900 and 976 Services.

**“Out-of-Service”** Shall mean either complete or partial hardware or software failure, resulting in the phone Service not functioning in accordance with the specifications set forth in this RFQ and any additional specifications included in Vendor’s Response.

**“PICC Code (PICC)”** Presubscribed Interexchange Carrier Code is the 4 digit code defining the customer preferred Long Distance Service carrier.

**“PRI” Primary Rate Interface ISDN** shall meana T-1 line consisting of 23 bearer (B) channels and one delta (D) channel for control purposes, for a total bandwidth of 24x64-kbit/s or 1.544 Mbit/s. Alternately, the PRI can have 24 bearer channels in a Non Facility Associated Signaling (NFAS) configuration.

**“Private Branch Exchange (PBX)”** shall mean a telephone exchange or switching system that serves a private organization and performs concentration of central office lines or trunks and provides intercommunication between a large number of telephone stations in the organization

**“Public Switched Telephone Network (PSTN)”** shall mean the aggregate of the world's circuit-switched telephone networks that are operated by national, regional, or local telephony operators, providing infrastructure and services for public telecommunication.

**“Third party billing restriction”** Shall mean the ability to prevent a user from billing a toll or chargeable operator assisted call to a number on the Service.

**“Trunk”** shall mean a communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection with the capability of passing different numbers.

**“Trunk Group”** shall mean a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

# Statement of Work (“SOW”)

## All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SOW.

## No work shall be performed by Contractor until:

1. A SOW is executed by Contractor and WaTech and
2. The executed SOW is received by Contractor and
3. WaTech electronically sends a Tech Order to the Contractor

## The Appparently Successful Vendor (ASV) will deliver all signed SOW documents electronically to WaTech.

## The ASV must sign and electronically return 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 Technical Addendum. The right to participate will not commence until 30 days after WaTech receives the outstanding SOW. The resultant loss of status will be escalated to the WaTech Contracts and Procurements Manager, the Network Division Assistant Director, the Deputy 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 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 60 days after WaTech receives the outstanding 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 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 90 days. Multiple failures to timely return a signed SOW may constitute 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 thirty six (36) months, commencing upon the Effective Date of the Service Acceptance unless otherwise set forth in the WaTech Procurement Document. After the initial term, WaTech may extend the contract for up four additional years in renewal increments of one (1) or more years.

# Termination Liability (TLA):

## TLA Calculations

## In the event that the State must terminate service, termination liability will not exceed the cost of one month’s service at the affected locations for each remaining full year in the Service Term.

## New Pricing

## The Contractor may offer new pricing to WaTech at any time or when requested. Acceptance of the new pricing will not reset the Service Term.

## Service Termination

## Contractor agrees that if WaTech terminates Services under this addendum that WaTech will incur no additional charges beyond the TLA listed above.

# Service Installation

## Guaranteed Install Interval

1. The Guaranteed Install Interval shall commence when WaTech electronically sends the Tech Order to the Contractor, a Tech Order shall be provided to the Contractor within seven (7) days after receipt of the signed SOW.
2. Order must be keyed within 48 hours from receiving WaTech’s Tech Order
3. WaTech acknowledges that porting numbers adds a significant amount of time to an order. As a result, WaTech will allow 7-10 days to port between one and ninety nine numbers, while one hundred or more numbers ported will be completed by vendor within 30 days.
4. Vendor will proactively make WaTech aware of any restriction keeping the port order stalled, such as: past due amounts, pending orders, mismatched mailing or physical addresses, company name, unauthorized signer of LOA, mismatched numbers on the Letter of Agency compared to the incumbent carrier’s data bases and Customer Service Records.

## Remedies for Missed Guaranteed Install Interval

1. For every day past the Guaranteed Install Interval that the Service is not delivered to WaTech, Contractor will credit five percent (5%) of the Contractor’s MRC for that Service for each day until the Service is delivered to WaTech. Credits awarded under this section shall not exceed one month of the MRC unless the install interval takes more than one month.
2. In the event Contractor misses the Guaranteed Install Interval for one or multiple Services on a SOW by more than thirty (30) days, they will be ineligible to participate in future or in progress WaTech Procurements on this addendum 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’s supervisor of the sales staff involved as stated in the Network Services Agreement.

## Service Installation Fees

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

## Unless otherwise stated in the WaTech Procurement Document, all circuits will be delivered as an Electrical/Copper connections.

# Tech Order Processing for PRI T-1

## WaTech will take orders from WaTech customers, record the orders in the WaTech billing system, and transmit a Tech Order to the vendor. The vendor must provide a procedure for transmitting, processing, tracking and implementing orders.

## PRI Orders:

## PRI’s can be ordered in two ways. Vendor will be able to accommodate both.

1. A PRI is ordered to provide Service at the end user address, typically delivered via a T-1.
   * + The PRI will have only one Service address.
2. A PRI can be ordered from an existing higher capacity facility, typically muxed and/or Channelized.
   * + DS-3. The PRI can be provided by the same vendor as the DS-3 or a different vendor. The vendor will assign a CFA or slot on the DS-3 to the PRI.
     + A CFA PRI will be provided two addresses by the vendor; the DS-3 address or “A” loc and the PRI Service address or “Z” loc.

## Vendor’s solution must be provided by a Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) recognized by the Washington State Utilities and Transportation Commission (UTC). The Service provider must maintain status as a UTC recognized LEC or CLEC throughout the term of the contract and any subsequent extension.

## Capacity

## The vendor must maintain sufficient spare capacity to meet order delivery times as identified in Tech Order Processing.

# Invoices

## In addition to the Invoice and Payment section in the NSA:

## Contractor shall itemize all charges, taxes, and fees per Service. 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 made available or delivered as an “E” bill utilizing a standard paper (pdf) format. The Invoice must be in the following format:

|  |  |  |
| --- | --- | --- |
| Column # | Data Field | Format |
| 1 | Invoice Number | 13-17 Alpha-Numeric |
| 2 | Billing Number | 13-17 Alpha-Numeric (Unique to this circuit) |
| 3 | Bill Date | 8 Numeric (MMDDYYYY) |
| 4 | Total Amount Billed | Max 10 Characters decimal (ie. $1,234.56 = 1234.56) |
| 5 | Vendor Name | Max 30 Characters |
| 6 | Vendor Circuit ID | Max 30 Characters |
| 7 | Circuit Address | Max 132 Characters |
| 8 | Bill Indicator | 1 = Initial Bill3 = Live Account (default)4 = Final Bill5 = Revised Final Bill6 = Closing Statement (inc. all billed items)7. Revised Closing Statement |
| 9 | Previous Unpaid | Max 10 Characters decimal (ie. $1,234.56 = 1234.56) |
| 10 | Total New Charges | Max 10 Characters decimal (ie. $1,234.56 = 1234.56) |
| 11 | Total Amt. Due | Max 10 Characters decimal (ie. $1,234.56 = 1234.56) |
| 12 | Total Taxes & Fees | Max 10 Characters decimal (ie. $1,234.56 = 1234.56) |
| 13 | Surcharge Description | 50 Characters |
| 14 | Surcharge Amount | Max 10 Characters decimal (ie. $1,234.56 = 1234.56) |

## All invoices must include all applicable taxes.

## All applicable surcharges and fees will be noted.

## Billing shall commence once Service has been accepted and tested by WaTech. The vendor must provide electronic billing which at a minimum itemizes Service by telephone number, location and cost. WaTech will receive a separate bill for each Central Office unless otherwise requested. If charged, long distance calls must also provide individual call detail (date, time, originating number, destination number, duration, unit rate and total call charge).

# Technical Requirements

## Contractor shall provide the Services to meet the minimum standards stated herein:

## For Services delivered via a higher facility (DS-3 for example) or by a gateway device, vendor will provide a UPS capable of maintaining Service for a minimum of 4 hours during a commercial power interruption.

## The T-1 must support direct inward dial (DID) functionality. The initial installation calls for one (1) T-1s however, the contract may be used to purchase up to two (2) additional T-1s at the same price.

## The T-1 must be capable of being configured as Primary Rate Interface (PRI) NI 2, with B8ZS/ESF Line coding. If requested by WaTech, the DS0 Channels must be configured as two trunk groups with a primary trunk group of DS0s for two-way traffic and a secondary trunk group of DS0s to provide a dedicated E911 path.

## If the provided PRI is converted from SIP using a data network device, it must support the same level of functionality as a PRI T-1.

## The PRI must be presented to WaTech as a RJ48C or X jack wired to support a straight-through/patch cable connection.  An ASV provided ‘pigtail jack’ to support the requirement is acceptable (e.g. A ‘pigtail jack’ must be provided to convert an Integrated Access Device, with a RJ48C wired for a crossover cable, to a RJ48C wired to support a straight-through/patch cable connection).

## The provider of this Service must have the capability of supporting the transmission of ANI information on the purchased PRI to the local Public Safety Answering Position (PSAP) The PSAP uses the calling party's number to locate the address in the Automatic Location Identification (ALI) database.

## The application must support a minimum of 100 dedicated DID numbers. The existing numbers may need to be ported to the ASV’s network. Additional numbers may be requested from ASV’s available numbers for the identified Service area. The Billing Telephone Number (BTN) assigned to the T-1 by the ASV’s BTN must not be a number within the DID range.

## Vendor must support the following call restriction features:

1. Outgoing restriction (restrict a facility from dialing toll, international 011, 900 and 976 services)
2. Collect calling restriction (prevents users from accepting collect calls)
3. Third party billing restriction (prevent a user from billing a toll or chargeable operator assisted call to a number on the Service).

## Vendor must support the following settings to determine what is displyed to the called party:

1. WaTech System sends number to Vendor; Vendor passes this number to the PSTN.
2. WaTech System sends no number to Vendor; Vendor will send default number or a description such as “Private” or “Unknown.”

## Vendor must support 10-digit format for incoming DID calls.

## Vendor must support 10-digit format for out-dialing calls.

## Vendor’s network must support Fax and Modem calling.

## If requested by WaTech, the Vendor will configure T-1(s) to send Long Distance calls to a WaTech defined Presubscribed Interexchange Carrier Code (PICC).

## Vendor must support domestic (intra/interstate) and international Long Distance calling.

## Unlimited local calling must be included in the monthly rate.

## Number portability

## All current users must be able to retain their existing telephone numbers.

# 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 either operating within the SLA Specifications or 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 with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

## Notice shall include at a minimum: the WaTech Site name; Site address and carrier Billing Telephone Number or Circuit ID number, and estimated duration of the maintenance.

1. PRI’s should include both the “A” location and “Z” location addresses (for those assigned CFA).

# Service Repair and Trouble Reporting

## Response to Trouble Reports

1. Contractor must provide a toll-free trouble reporting number to WaTech.
2. 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.
3. 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).
4. 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 provide updates on major problems every 2 hours until the issue is resolved.
5. Contractor must obtain concurrence from customer that ticket has been resolved.
6. 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.
7. Contractor must provide support/helpdesk service based in the domestic United States.

## Reason for Outage

1. 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

1. 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 Desk

1. Contractor must provide a dedicated Service Desk to process orders and trouble tickets for the WaTech Account.
2. Calls or e-mails must be answered or returned within 30 minutes from 7 AM to 6 PM PST during WaTech business days.
3. Outside of these hours, calls or e-mails must be answered or returned within 4 hours from 7 AM to 6 PM PST during WaTech business days.

# 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 damages may also be sought.

## 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.

## WaTech will monitor service levels through monitoring the tickets opened with the Contractor. The credits must appear on the WaTech billing within two (2) billing cycles from the notification of the finding from WaTech to the Contractor. In the event WaTech reports a Service Level breach that the Contractor did not credit within two billing cycles, the SLA credits shall be three (3) times the calculated and owed amount.. WaTech reserves the right to review up to the past twelve months of tickets for this section.

# Service Level Performance Minimums

## 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:

1. The Service shall have a minimum Performance 99.9% Availability inclusive of scheduled maintenance, per one (1) calendar month; and
2. The Service is required to provide a MTTR of 4 hours or less, per one (1) calendar month.

# Service Level Credits

## Contractor’s Service is designed to provide a Service Availability of at least 99.9%, including 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** | **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 |

## A Service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish the service by the Contractor results in the complete loss of service by the customer.

## Except as otherwise provided, an interruption period starts when an inoperative Service is reported to the Contractor, and ends when the service is operative.

# 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. 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 where 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 Vendor’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.

## Except for WaTech’s payment obligations, each party’s total aggregate liability arising from or related to this Addendum will be limited to the total charges paid or payable in the year immediately preceding the incident giving rise to the claim

## 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* |

***PRI T-1 Statement of Work Template***

This Statement of Work (SOW) 03-25-XXX is made and entered by and between the State of Washington, Washington Technology Solutions (“WaTech”), and *xxxxxxxxxx xxxxxxxx*(“Contractor”), collectively referred to as “Parties” pursuant to Section xxxxxxx of that certain contract No. xxxxxxxxxxxx for PRI T-1 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 PRI T-1 Addendum are hereby restated and incorporated by reference in their entirety.

# Term:

The Service Term shall be thirty-six (36) months, commencing upon the date of the Service **Acceptance.**

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.

# Service Delivery Locations.

Contractor agrees to provide, at all times during the Term of this SOW, PRI T-1 Services at the throughput, price, quantity, and features at each address specified in Exhibit 1.

# Special Terms:

# (Special Instructions from the RFQ, Special Handoff – if requested, background check if required, extended demarc requests etc.)

# Contractor’s Response.

# A copy of Contractor’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.

# 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.

# 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** | **MRC** | **NRC** |
| AgencyXXXX | 1234 W 1st Street | City Name | $750.00 | $0 |

Exhibit 2

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

Exhibit 3

Ethernet Tech Order