**Network Services Agreement 25-XXX**

**Addendum 05 - Data Time Division Multiplexing (“TDM”) Services**

This Addendum sets forth the terms governing all Data Time Division Multiplexing (“TDM”) 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”** The term “Account” denotes 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.

“**Billing Telephone Number**” (BTN) shall mean a unique summary number to which all customer telephone numbers or circuits are charged, instead of showing charges individually under each customer telephone number or circuit identifier.

 “**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.

“**Copper**” shall mean an Ethernet handoff, via RJ-48 connector.

“**DS-1**” The term “DS-1” Service is a point to point high-capacity Private Line digital transport service (PLTS) that provides transmission of isochronous serial data at 1.544 MBPS and has the capacity of 24 voice equivalent channels. Because the transmission is digital, the signal is clean and free of cross talk, amplified noise and distortion. DS-1 Service channels are provided between customer-designated premises or between a customer-designated premises and a Carrier’s central office. DS-1 Service may be provisioned on copper, fiber and in some instances, microwave radio. In some high-density cities, DS-1 Service is provisioned on a synchronous optical network (SONET)-based interoffice network that connects key serving wire centers.

“**DS-3**” The term “DS-3” service consists of a high capacity channel provisioned for transmission speeds of 44.736 Mbps isochronous serial data, the equivalent of 28 DS-1s. This service is used to transport large amounts of data between locations and have the flexibility to configure communications services economically, such as the aggregation of lower speed services, e.g., DS-1 (1.544Mbps) that support multiple data, video and voice applications, onto a high speed digital backbone.

“**Electrical**” shall mean an Ethernet handoff, via RJ-48 connector.

“**Exchange**” shall mean a unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given local access and transport area.

“**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.

# Order Documents

## All Services shall be performed pursuant to the terms of this Contract and shall be documented in an order document established between WaTech and Contractor. Service will be governed by: (a) the terms and conditions set forth in this Technical Addendum; and (b) to the extent a term is not covered in this Technical Addendum or the Network Service Agreement, the Tariff applicable to Service. If there is any conflict between the terms in this Technical Addendum and the Tariff, the terms of the Technical Addendum will apply to the Services.

## No work shall be performed by Contractor until:

1. WaTech electronically sends a Tech Order (Order Form) to the Contractor and
2. Contractor confirms receipt of the Tech Order (Order Form).

## 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,

# Termination Liability (TLA):

4.1 DS-1 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 on the contract.

4.2 DS-3 and OC-X TLA Calculations: In the event that the State must terminate service, termination liability will be determined by the following table:

Months 0-12 100% of the MRC remaining in this 12 month period.

Months 13-24 30% of the MRC remaining in this 12 month period.

## For all months beyond month 24, TLA will be 0% and service can be canceled without penalty.

4.3 DS-1, DS-3, and OC-X service TLA Period Reset - New Pricing

The Contractor may offer new pricing to WaTech at any time or when requested.

# 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.

## 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. It is further understood and agreed by the Parties that WaTech shall be damaged by such failure of Contractor to meet the Guarenteed 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.

## 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 caused by Contractor’s error or breach 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 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 demarc 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 DS-3 and OC-X connections will be delivered as an “LC” style fiber connection via optic DSX equipment (FODU).

## Unless otherwise stated in the WaTech Procurement Document, all T-1 circuits will be delivered as an Electrical/Copper connections.

## 5.7 Quincy Data Center(QDC) when QDC is either A-LOC or Z-LOC

## 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.

## 5.8 State Data Center(SDC)when SDC is either A-LOC or Z-LOC

## Contractor must sign WaTech’s State Data Center 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 direclty 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 as well as a standard paper(pdf) format.

## All invoices must include all applicable taxes.

## Billing shall commence upon Acceptance Date for DS-3 and OC-x circuits. Billing shall commence on the date of circuit delivery for T-1 circuits.

#  Technical Requirements

Contractor shall provide TDM Data 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.

## *Equipment Space and Power*

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

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

# 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 and 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 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); Carrier Billing Telephone Number; 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

## 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*

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 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

## 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 Performance Minimum of 99.9% 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.

# 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 |

## Service credits will not be issued where the SLA is not met as a result of a Force Majeure Event as described in Section 54 of the Network Services Agreement.

# 14. 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.

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

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

***Data TDM Statement of Work Template***

This Statement of Work 05-25-XXX (SOW) 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 Data TDM 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 Data TDM 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, Data TDM Services at the throughput, price, quantity, and features at each address specified in Exhibit 1.

# Special Terms:

# (Special Instructions from the RFP, 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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **WaTech User Site** | **A Address** | **Z Address** | **Service** | **Quantity** | **Guaranteed Install Interval** | **MRC** | **NRC** |
| Agency | 1234 W 1st Street, Seattle | 789 E 2nd  Street, Seattle | T-1 | 1 | 30 days | $250.00 | $0 |