

# SERVICE ATTACHMENT 1

## TRANSPORT

**This Service Attachment** (the "Service Attachment"), is between **Bluemile, Inc.** ("Service Provider") having an office at 7775 Walton Parkway, New Albany, Ohio 43054, and **the State of Ohio, Department of Administrative Services,** ("the State"), having its principal place of business at 30 E. Broad St. 40<sup>th</sup> Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. This Service Attachment is entered into subject to, and incorporates by reference the terms and conditions of, that certain Master Services Agreement between the Parties dated June 5, 2012 (the "MSA"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the MSA or elsewhere in this document. Agencies, boards commissions and Cooperative Purchasing members who purchase under this Agreement from Service Provider will be known as "Subscribing Entities."

### 1. Service Overview

Service Provider will provide a primary service that Subscribing Entities and others designated by the State and agreed to by the Parties can take advantage of: transport services. The purpose of this Service is to connect the systems together. Transport package is purchased for a set amount of bandwidth.

### 2. Description of Services

Transport services provide the necessary network links so that organizations can communicate among themselves and with other entities over the same network. Services are either over the Service Provider's own fiber network, a leased service from a third-party vendor, or via a combination of the two. The Service Provider manages the entire transport on behalf of the Subscribing Entity. Service Provider can deliver the Service to the Subscribing Entity with copper or fiber hand-offs, depending on Subscribing Entity's requirements.

Pricing included within this Service Attachment pertains to On-Net facilities. On-Net means that all leased Transport Services traverse over Service Provider's equipment. Off-Net facilities may require an adjustment to the rate to cover third-party expenses when deemed necessary by the Service Provider. The Service Provider may need to contract with a third-party carrier to provide off-net Services. The Service Provider will collect quotes from multiple carriers and will provide the Subscribing Entity an Individual Cost Basis (ICB) quote for any site that is off-net.

### 3. Optional Services

Service Provider can also provide optional services to Subscribing Entities. Bluemile can provide transport services that are not limited to: fiber optic connections and type two circuits which are contracted through a third-party.

### 4. Fee Structure

Service Provider is providing the following pricing to deliver its Transport Services to the Subscribing Entities. The pricing includes Circuit Pricing, Non-Recurring Charges (NRC), Non-Recurring Construction Costs (NRCC), and the Term of the State's Ordering System. Circuit price covers the Transport Services from Point-to-Point, Point-to-Data Center, and Point-to-Multipoint. The NRC covers costs of getting circuits up and running. The NRCC covers construction costs to build fiber into the DMARC of a building and also to cover DMARC extension if necessary. This is all governed by the Term, which provides the length of the circuit contract and begins when the order is accepted by the subscribing entity. ICB pricing will be provided within two weeks of pricing request. Modifications to the services does not restart the Term.

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**5. Pricing Schedules**

**5.1. Point-To-Point Transport Service Pricing Schedule**

The following table contains pricing for a Point to Point Circuit for 12, 36, and 60 month Terms.

**Point-To-Point Transport Service Pricing Schedule**

<b>Band- width (Mbps)</b>	<b>12 Month MRC</b>	<b>36 Month MRC</b>	<b>60 Month MRC</b>	<b>Non- Recurring Charges (NRC)</b>	<b>Non- Recurring Construction Cost</b>
5	\$1,080.00	\$555.00	\$420.00	\$1,250.00	ICB
10	\$1,350.00	\$710.00	\$600.00	\$1,250.00	ICB
20	\$1,530.00	\$835.00	\$695.00	\$1,250.00	ICB
30	\$1,560.00	\$878.00	\$715.00	\$1,250.00	ICB
50	\$1,710.00	\$970.00	\$815.00	\$1,250.00	ICB
100	\$2,475.00	\$1,110.00	\$945.00	\$1,250.00	ICB
500	\$4,500.00	\$2,250.00	\$1,575.00	\$1,250.00	ICB
1000	\$6,750.00	\$3,600.00	\$2,250.00	\$1,250.00	ICB

Example: The Point-to-Point transport circuit would connect two Subscribing Entity locations directly to each other. If it was a 5 Mbps circuit, then the Monthly Recurring Charge (MRC) for 12 months would be \$1,080 and the Non-Recurring Charge (NRC) would be \$1,250. The non-recurring construction cost would depend on the build required to access the facilities. In cases where the fiber is already in the building it would include the cost of cabling from the DMARC to the MDF. If fiber is not in the building it would include cost to build fiber into the building, splice into the fiber, and the DMARC extension.

**5.2. Point-To-Data Center Transport Service Pricing Schedule**

The following table contains the pricing for a point to Data Center Circuit for 12, 36, and 60 month Terms.

**Point-To-Data Center Transport Service Pricing Schedule**

<b>Band- width (Mbps)</b>	<b>12 Month MRC</b>	<b>36 Month MRC</b>	<b>60 Month MRC</b>	<b>Non- Recurring Charges (NRC)</b>	<b>Non- Recurring Construction Cost</b>
5	\$720.00	\$370.00	\$280.00	\$1,250.00	ICB
10	\$900.00	\$473.33	\$400.00	\$1,250.00	ICB
20	\$1,020.00	\$556.67	\$463.33	\$1,250.00	ICB
30	\$1,040.00	\$585.33	\$476.67	\$1,250.00	ICB
50	\$1,140.00	\$646.67	\$543.33	\$1,250.00	ICB
100	\$1,650.00	\$740.00	\$630.00	\$1,250.00	ICB
500	\$3,000.00	\$1,500.00	\$1,050.00	\$1,250.00	ICB
1000	\$4,500.00	\$2,400.00	\$1,500.00	\$1,250.00	ICB

Example: The Point-to-Data Center transport circuit would connect one Subscribing Entity location to the Service Provider Data Center. If it was a 5 Mbps circuit, then the Monthly Recurring Charge (MRC) for 12 months would be \$720 and the Non-Recurring Charge (NRC) would be \$1,250. The non-

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recurring construction cost would depend on the build required to access the facilities. In cases where the fiber is already in the building it would include the cost of cabling from the DMARC to the MDF. If fiber is not in the building it would include cost to build fiber into the building, splice into the fiber, and the DMARC extension.

### 5.3. Point-To-Multipoint Transport Service Pricing Schedule

The following table contains the pricing for a Point to Multipoint Circuit for 12, 36, and 60 month Terms. Each port is required to have matching Transport Services.

#### Point-To-Multipoint Transport Service Pricing Schedule

Band-width (Mbps)	12 Month MRC	36 Month MRC	60 Month MRC	Non-Recurring Charges (NRC)	Non-Recurring Construction Cost
5	\$549.00	\$415.00	\$315.00	\$1,250.00	ICB
10	\$770.00	\$580.00	\$440.00	\$1,250.00	ICB
20	\$850.00	\$645.00	\$485.00	\$1,250.00	ICB
25	\$880.00	\$665.00	\$505.00	\$1,250.00	ICB
50	\$995.00	\$756.00	\$575.00	\$1,250.00	ICB
100	\$1,140.00	\$860.00	\$599.00	\$1,250.00	ICB
500	\$1,790.00	\$1,360.00	\$1,025.00	\$1,250.00	ICB
1000	\$2,260.00	\$1,820.00	\$1,460.00	\$1,250.00	ICB

Example: The Point-to-Multipoint transport circuit would connect multiple Subscribing Entity locations to each other through the Service Provider's data center. This is priced per circuit, and each port at a location requires a circuit. If it was a 5 Mbps circuit, then the Monthly Recurring Charge (MRC) for 12 months would be \$549 and the Non-Recurring Charge (NRC) would be \$1,250. The non-recurring construction cost would depend on the build required to access the facilities. In cases where the fiber is already in the building it would include the cost of cabling from the DMARC to the MDF. If fiber is not in the building it would include cost to build fiber into the building, splice into the fiber, and the DMARC extension.

### 5.4. Managed Customer Premise Equipment

Subscribing Entities may also request for Service Provider managed customer premise equipment. This is typically the edge router or switch that connects back to the Service Provider's network. The support includes providing the customer premise equipment and managing the configuration and maintenance of the system. It is available as an ICB, depending on the number of connections, type of hardware required, and type of services required.

5.5. Professional Services Schedule of Services. The following table provides the fees associated with various professional services offerings available. Subscribing Entities may contract professional services from Service Provider using these rates. In addition, these rates apply to services that Subscribing Entities may require after starting a circuit.

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<b>Professional Service Resource</b>	<b>Hourly Rate*</b>	<b>After Hour Rate**</b>	<b>Minimum Commitment</b>	<b>Billing Increment</b>
NOC Service Technician	\$125	\$200	1 hour	30 minute
Field Service Technician	\$150	\$250	1 hour	30 minute
Network Engineer	\$225	\$400	1 hour	30 minute
Security Engineer	\$250	\$450	1 hour	30 minute
Network Operations Project Manager	\$225	\$400	8 hour	1 hour

\* Hourly rates are for normal business hours, 8 AM – 5 PM business days.

\*\* After hours, weekends, and holiday rates.

**5.6. Point-to-Point, Point-to-Data Center and Point-to-Multi Point Transport Service.** The following Transport Services include several payment options:

- (A) The Subscribing Entity pays for the NRC and NRCC after the work is performed. All MRCs are due on the billing due date.
- (B) The Service Provider may offer the Subscribing Entity an option to amortize the NRC and NRCC over a period of time, not to exceed the Term of the contract for Services. This option may include a management fee to cover the cost of managing the NRC and NRCC. MRCs are due the month they are billed.

**6. Service Specific Terms & Conditions**

The MSA describes many of the common terms and conditions. The terms and conditions in this Service Attachment pertain to the Transport Services described in this document. Early Termination charges for any Transport Service shall equal the sum of: ☐

(A) Fifty percent (50%) of all unpaid amounts for Service(s) provided through the date of termination; plus

(B) any documented termination liability payable to appropriate third parties resulting from the termination (third-parties may include carriers like Time Warner Cable, physical cable installation like EBTI, or vendors such as VMWare or Cisco and are dependent upon the service), which requires a termination fee ICB); plus

(C) for each minimum volume requirement (the "MVR"), 50% of any and all corresponding minimum volume commitments and charges, less amounts previously paid by Subscribing Entity toward that specific MVR (the MVR is the minimum amount of a total contract by a Subscribing Entity with the Service Provider); or

(D) In the event no MVR is stated in a given service order within the State's Ordering System, 50% of the monthly recurring charges at rates defined above for all months remaining in the applicable Service Order Form (SOF) Term.

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Logically this would work out to be: A + B + (C or D)

**Early Termination Charges.** Early Termination charges do not apply in the event of non appropriation of funds or if Bluemile is in default based on the Terms of the Master Service Agreement.

**Expedite Fees.** If the Subscribing Entity wishes to speed the acquisition of services they may consider Expedite Fees. These are the costs associated with expediting the installation of a Service which may include a per circuit charge, which might vary depending on the Service being expedited and any underlying carriers that may impose expedite fees. These fees will be presented at the time of pricing request. Service Provider reserves the right to determine if it can accommodate an expedite installation request. There may be an ICB quote provided to meet the expedited Service. Subscribing Entity must include the expedite quote in any Order placed requiring such service.

**Additional Services.** It is possible for the Subscribing Entity to add Additional Services. This is done through the State's Ordering System. Subscribing Entities may add Services: (a) during the Term of the initial Order, staying within that Term, or (b) during the initial Term and extend the Term of the applicable order. The price will be determined in this Service Attachment to the nearest full length of billing Term remaining. For example, if a Service is added half-way through an existing contract, to run concurrently, that new service would be at the higher rate associated with the shorter term. Service Provider and Subscribing Entity may extend the existing contract Term to match the new Service Term if mutually agreeable.

**Change Services.** Subscribing Entities may also change Services subject to this Service Attachment and the MSA. The bandwidth or Service type may change to meet changing needs of the Subscribing Entity with a minimum of 30 days written notice via the State's Ordering System. The new MRC is based on the Service contract to the nearest full term of billing remaining on the Contract. Change in service type might require additional NRC or other costs, which are evaluated on an ICB. Additionally, changes to a lower cost service will invoke Early Termination charges as described in the MSA unless mutually agreed upon by both parties.

7. **Service Level Agreement and Schedule of Credits** - This Service Level Agreement becomes effective upon initial confirmation of traffic passing from the Subscribing Entity's designated network device to the Service Provider network. The beginning of the Service Level Agreement has no bearing on the start of billing for related Services. For the purposes of this document, the Transport Services defined above will be collectively referred to as the "Circuit".

### **Network Availability**

Service Provider is committed to providing a reliable network for its Subscribing Entities. With that goal, Service Provider 's target for Network Availability is the following for the various types of Circuits.

Circuit Type	Network Availability Commitment
T1/DS1	99.99%
10 mbps Ethernet or DS3/T3 over Local Exchange Carrier Loop	99.99%
10/100/1000 mbps Metro Ethernet Transport, Intercity Transport over Metro Ethernet	99.99%

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Service Provider's Network Availability is defined as the percentage of minutes in a calendar month a Subscribing Entity's circuit did not experience a Service Outage in that month. Network Availability as a percentage for each Circuit is calculated:

$$1 - (\text{Time to restore service for all outages of a circuit in a billing period} / \text{Total minutes in the same period}) \times 100$$

If Service Provider does not meet Network Availability per the above definition, Service Provider will credit the Subscribing Entity based on the amount of downtime experienced that exceeds the Network Availability Commitment. Each hour of downtime constitutes a day of credit. All partial hours are rounded up to the next nearest hour. Credit is calculated based on the monthly recurring fee and a thirty (30) day month.

### **Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between Service Provider IP Network backbone routers. Service Provider will extend to Subscribing Entity one day of credit (1/30<sup>th</sup> of the monthly fees) for the applicable location(s) per each percentage the monthly average packet loss exceeds 1%. Service Provider cannot be responsible for packet loss introduced by equipment not owned and operated by the Service Provider, so the measurement is on the backbone IP network.

### **Network Latency**

The Network latency measurements are specific to the latency across the Bluemile IP Network (PE->MPLS->MPLS->PE). This network latency is measured by averaging sample measurements (in 5 minute intervals) using non-customer devices that are specifically designed to capture this measurement. The Service Provider can only be responsible for latency in the Service Provider network since there is no control over other systems' configurations or maintenance records. Bluemile will extend to Subscribing Entity one day of credit (1/30<sup>th</sup> of the monthly fees) for the applicable location(s) if average monthly network latency exceeds 65ms.

### **Mean Repair Time**

Service Provider is committed to providing the best customer care experience in the telecommunications industry. In the event that a trouble ticket is required, the Mean Time To Repair (MTTR) is 4 hours. Service Provider will provide updates to the Subscribing Entity every two hours on each open issue. Each issue will be handled separately and will not be combined with another open issue unless related to the open issue. Credits depend on the time of outage that caused the repair, as described elsewhere in this Service Attachment.

### **Severe And Chronic Problems**

A Subscribing Entity is experiencing a Severe Problem if the aggregate Service Outage or other defined SLA metric time experienced is in excess of twenty-four (24) hours in any 30-day period. If a subsequent severe problem occurs within one calendar month following the calendar month in which a Subscribing Entity experienced a Severe Problem, the problem will be considered Chronic. Upon verification of a Chronic Problem, a Subscribing Entity may request that Service Provider disconnect the circuit and any applicable Early Termination Fees will be waived

### **Customer Premise Equipment**

If the Subscribing Entity purchases a Managed Customer Premise Equipment ("M-CPE") package, which is priced on an Individual Case Basis, Bluemile will perform maintenance and repair of the M-CPE equipment. If necessary Bluemile will dispatch a Field Service Technician ("FST") to the Subscribing Entity's premises to configure and install the replacement equipment or ship replacement equipment to the Subscribing Entity for a customer swap. If a FST is dispatched to support a M-CPE and it is determined that the

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equipment is not faulty and the problem is not on Bluemile's network or with Bluemile's M-CPE, then the Subscribing Entity will be charged any applicable Service Order charges for the FST dispatch as set forth in the Professional Services Schedule of Services described above in Section 5.4. Subscribing Entity will also be charged any applicable Service Order charges if issues with the M-CPE are caused by the Subscribing Entity configuration changes done after the initial installation of the M-CPE. Service Provider will provide ICB costs prior to order being placed in the State's Ordering System.

### **Force Majeure**

See Section 3.1 of the MSA.

### **Credit Availability**

It is the Subscribing Entity's responsibility to identify and request all valid SLA claims and corresponding credits. To be eligible for Service credits, Subscribing Entity must first report outage or latency events to Bluemile's Support Center at 1-866-384-7587 while following prompts to submit a trouble ticket. Please request a ticket number from the Bluemile representative. Bluemile will notify Subscribing Entity of its resolution of the reported outage. Subscribing Entity must claim any applicable service credits by calling Bluemile Accounts Receivable at 1-866-384-7587 within fifteen (15) calendar days of the notice of resolution of the reported incident. Bluemile will apply any service credits to the Subscribing Entity's next monthly invoice.

**\*\*NOTE:** Bluemile Network Latency and Packet Loss are relative to the Bluemile IP Backbone only and do not include local access or Subscribing Entity specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a Subscribing Entity believes Bluemile has failed to meet the backbone performance guarantees set forth above (Network Latency and Packet Loss), then Subscribing Entity must contact Bluemile as defined above. Upon Bluemile verification that the actual average Bluemile IP Network Latency for the preceding 30 days has exceeded 65ms or packet loss exceeded 1%, the Subscribing Entity will be eligible for SLA credit.

### **Service Outage**

For purposes of this Service Attachment, a "Service Outage" will mean an unavailability of the Service to carry traffic between two points of termination; provided that a Service Outage will not be deemed to have occurred in the event that it arises from or relates to any of the following:

- (i) a circuit has not been accepted by Subscribing Entity;
- (ii) the negligence, error, acts or omissions of Subscribing Entity or others authorized by Subscribing Entity to use the Service;
- (iii) failure of Subscribing Entity provided equipment;
- (iv) during any period in which Service Provider or its agents are not afforded access to the premises under Subscribing Entity's control where the access lines associated with the Service are terminated;
- (v) during any period when Subscribing Entity has released Service to Service Provider for maintenance or rearrangement purposes (including, without limitation, during any Routine or Emergency Network Maintenance);
- (vi) any period when Subscribing Entity elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
- (vii) an event where Service Provider's failure to perform is excused by this Service Attachment or the MSA;
- (viii) a breach by Subscribing Entity of its obligations under the MSA or this Service Attachment.
- (ix) Or the failure is the responsibility of a third-party, (third-parties may include carriers like Time Warner Cable, physical cable installation like EBTI, or vendors such as VMWare or Cisco and

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are dependent upon the service), which requires a termination fee (CB) outside of Service Provider's control

### 8. Maintenance

Service Provider will occasionally have to perform **routine network maintenance** for network improvements and preventive maintenance. Service Provider will use reasonable efforts to provide 10 days notice to Subscribing Entities of all Routine Network Maintenance that could affect Subscribing Entities' Services. In some cases Service Provider will need to address Routine Network Maintenance needs quickly in order to address serious security or performance concerns. In these situations all attempts will be made to provide a reasonable level of notice to Subscribing Entities about the upcoming changes and potential impacts. Routine network Maintenance does not factor against SLA measurements as it is part of maintaining an efficient and secure operating environment.

The standard window for Routine Network Maintenance will be 12 AM until 6 AM local time Monday through Sunday. Notification will be provided by the Service Provider's NOC to the contact listed for the Subscribing Entity. The notification will reference the start time, expected duration, proposed or required changes, and other pertinent information. Service Provider will internally devise a backout strategy that may or may not be communicated to the Subscribing Entities. Service Provider reserves the right to conduct maintenance that requires a longer service window. Subscribing Entities will be informed and the Service Provider will endeavor to conduct longer service outages over weekends if possible.

It might be necessary to perform **Emergency Maintenance**. This might include important fixes or key security updates that need to be applied outside the standard Routine Maintenance Window described above. Service Provider will provide as much notice as is possible through email to contacts listed by the Subscribing Entities.

Subscribing Entities are encouraged to enter service calls for Service issues they experience via Service Provider's 24x7x365 NOC. If that call turns out to be an issue with the Subscribing Entity and not with the Service Provider then the Service Provider may, at Service Provider's discretion, provide the Subscribing Entity with a bill for services on a time and material basis using Service Provider's current applicable rates defined in section 5.5.

9. **Network Operations Center (NOC)** - Service Provider maintains a Network Operations Center (NOC) staffed (24) hours per day, seven (7) days per week for the Subscribing Entity to open Service Tickets, receive status on existing tickets, and escalate issues when appropriate. Service Provider's staff is knowledgeable employees in the appropriate fields, the Service Provider's products, and services, and basic troubleshooting techniques. The Subscribing Entity NOC can be contacted at **(866) 384-7587** or [noc@bluemilenetworks.com](mailto:noc@bluemilenetworks.com).

10. **Installation and Acceptance of Service** – In order for the Service Provider to successfully install the services to a Subscribing Entity it is important for said Entity to obtain and maintain through the Term of any Services any consents, permits, or Orders that are necessary to the efficient operation of the Services. This includes any landlord or land-owner permissions or exemptions or federal, state, or local permits, permissions, or exemptions.

Service Provider personnel must be given reasonable access to facilities as necessary to install, deliver, operate, upgrade, or maintain the Services being provided and any equipment associated with those Services. Service Provider will work with Subscribing Entities to perform work at a mutually agreeable time.

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Subscribing Entities are also responsible for providing appropriate internal resources necessary to support, maintain, install, upgrade, or deliver the Services. This may include but is not limited to floor space, equipment rack space, personnel time, power, appropriate environmental controls, and other items required to provide the appropriate Service described in this Service Attachment.

Subscribing Entity is responsible for ensuring the safety and security of any Service Provider equipment left on site for purposes of providing agreed upon Services.

Subscribing Entity will ensure that his/her site preparations are completed prior to Service Provider's installation or service call to the agreed upon schedule. Service Provider will make all reasonable efforts to complete installation or Service within agreed upon schedule.

Service Provider will provide a completion notice when the Service is completed and the Subscribing Entity has five (5) business days after receipt to either acknowledge or challenge the installation. Subscribing entity must immediately notify Service Provider with sufficient detail if the Service is under-performing during the five (5) day Acceptance Period. Within thirty (30) days of the notice the Service Provider will make all reasonable efforts to remedy the Service being provided. This process continues until the Service is accepted. If the Subscribing Entity accepts the Service or fails to acknowledge in anyway the Service, then the Service is deemed accepted by the Subscribing Entity. The date of acceptance is referred to as the "product live date."

Subscribing Entity is responsible for connecting to the Service from the Service Provider CPE device. Subscribing Entity agrees that this Service Attachment and the MSA provide exclusive remedies to Service issues or failures.

- 11. Reporting** – Within thirty (30) days of the close of a quarter the Service Provider will provide a report to the State of Ohio that lists all of the Services associated with this Service Attachment that Subscribing Entities were using in the previous quarter. The report will be tabular and will include the following fields, if appropriate, at a minimum: Subscribing Entity, Service Type, A Site, Z Site, Circuit ID, Service, Bandwidth, billing MRC, Invoice Number, Invoice Amount, Amount of Invoice Paid, Billing Account Number, Billing Contact, Billing Start Date, Site Contacts, State's Ordering System Number, and potentially other information.
- 12. Cost Recovery Fee (CRF)** – The Cost Recovery Fee is payable by the Service Provider to the State of Ohio. These fees are for the management and administration of the Services in the State's system. The Service Provider will generate a report within thirty (30) days of the end of each quarter. This report, described above, will provide details about the Services associated with this Service Agreement that were invoiced and paid within the previous quarter. The state of Ohio, Department of Administrative Services will review the report against their records and generate an invoice for 2% of the Services paid during the proceeding quarter. The Service Provider will pay the invoice for the quarterly Services paid as a Cost recovery Fee within 30 days of receipt.



STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K  
Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Service Provider shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

226 North 5<sup>th</sup> St  
(Address)

Columbus, Ohio 43215  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

BlueBridge  
(Name)

1255 Euclid Ave, Cleveland  
Ohio 44115  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Service Provider:

226 North St  
(Address)

Columbus Ohio 43215  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

BlueBridge  
(Name)

1255 Euclid Ave, Cleveland  
Ohio 44115  
(Address, City, State, Zip)

ESTI  
(Name)

Client Site  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

226 North 5th St.  
(Address)

Columbus Ohio 43215.  
(City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Bluebird  
(Name)

1255 Euclid Ave, Cleveland  
Ohio 44115.  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Service Provider or its subcontractors before, during and after execution of any Contract with the State. Service Provider agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Service Provider may enter into with the State and is incorporated therein.

By:

[Signature]  
Service Provider's Signature

Michael Manlove  
Printed Name

President  
Title

7/20/12  
Date