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AMENDMENT NUMBER 21
TO
CONTRACT MA-017-16010665
BETWEEN
COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment Number 21 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

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WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B – Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B – Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

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WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

WHEREAS, on September 14, 2020, Contractor's ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

WHEREAS, on May 25, 2021, the Board of Supervisors approved Amendment Number 17 to extend the term of the Contract through June 30, 2023, in an amount not to exceed $2,902,575, for a revised cumulative Contract amount of $19,670,665; and

WHEREAS, on November 16, 2021, the Parties executed Amendment No. 18 to amend Attachment D – County of Orange Circuit List; and

WHEREAS, on May 25, 2021, the Parties executed Amendment No. 19 to incorporate the revised Ethernet Service Schedule into Attachment C – Service Schedules and revise Attachment D – County of Orange Circuit List; and

WHEREAS, on May 24, 2023, the Parties executed Amendment No. 20 to extend the term of the Contract through June 30, 2024, in an amount not to exceed $490,780.08, for a revised cumulative Contract amount of $20,161,445.08 and incorporate revised Attachment B – Cost/Compensation and revised Attachment D – County of Orange Circuit List; and

WHEREAS, the Parties now desire to issue Amendment No. 21 to extend the term of the Contract through January 30, 2027 and increase contract amount by $1,310,642.00, for a revised cumulative Contract amount of $21,472,088.00 and incorporate revised Attachment B – Cost/Compensation.

NOW, THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. This Amendment No. 21 shall be effective February 1, 2024 ("Effective Date"). The term of the Contract shall be extended through January 30, 2027, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed January 30, 2027 and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond the Commitment Term or January 30, 2027 unless this Contract is amended in writing and approved by the County's Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond January

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30, 2027 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind.

2. Attachment B, Cost/Compensation, shall be deleted in its entirety and replaced with revised Attachment B, attached hereto and incorporated herein by reference.

3. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 21
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 21 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN*:

Steve Arneson	Manager – Offer Management
Print Name	Title
DocuSigned by: Steve Arneson 89EE8F888888E4E8...	12/27/2023
Signature	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
	1/24/2024
Signature	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

David Obrand	Deputy
Print Name	Title
DocuSigned by: David Obrand 5E500F5AA64646E...	12/27/2023
Signature	Date

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ATTACHMENT B
As revised per Amendment No. 21

COST/COMPENSATION

I. Compensation

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties.

II. Contract Limits

A. Contract Not to Exceed Limit

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period February 1, 2024 through January 30, 2027 shall be the "Contract Not to Exceed Limit" set forth below. Contractor shall perform Services for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

Description	Total Monthly Recurring Charges (MRC)	Term (Months)	Total Not To Exceed Amount for the Time Period from February 1, 2024 to January 30, 2027
Existing Services & New Services	$35,000.00	36	$1,262,000.00
		Estimated Taxes, Surcharges and Fees:	$252,400.00
		Subtotal:	$1,514,400.00
		Non-recurring charge (New DR site circuit):	$500.00
Contract Not to Exceed Limit from February 1, 2024 to January 30, 2027:			**$1,514,900.00**

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III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

(a) Any "Service Level" commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County's request, except that credits will not be provided for Excused Outages. Contractor's maintenance log and trouble ticketing systems are used to calculate Service Level events.

(b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County may 1) utilize the customer portal at https://www.lumen.com/en-us/home.html to deliver a written request with sufficient detail to identify the affected Service, or 2) address the service outage with Contractor during the County – Contractor weekly cadence. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.

(c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

IV. Payment Terms:

Non-Recurring Charges (NRC): Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Monthly Recurring Charges (MRC): Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided, that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

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V. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Attn: Accounts Payable

Or

Via email to: ocitaccountspayable@ocit.ocgov.com

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

AMENDMENT NUMBER 20
TO
CONTRACT MA-017-16010665
BETWEEN
COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment Number 20 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B – Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B – Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

WHEREAS, on September 14, 2020, Contractor's ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

WHEREAS, on May 25, 2021, the Board of Supervisors approved Amendment Number 17 to extend the term of the Contract through June 30, 2023, in an amount not to exceed $2,902,575, for a revised cumulative Contract amount of $19,670,665; and

WHEREAS, on November 16, 2021, the Parties executed Amendment No. 18 to amend Attachment D – County of Orange Circuit List; and

WHEREAS, on May 25, 2021, the Parties executed Amendment No. 19 to incorporate the revised Ethernet Service Schedule into Attachment C – Service Schedules and revise Attachment D – County of Orange Circuit List; and

WHEREAS, the Parties now desire to issue Amendment No. 20 to extend the term of the Contract through June 30, 2024, in an amount not to exceed $490,780.08, for a revised cumulative Contract amount of $20,161,445.08 and incorporate revised Attachment B – Cost/Compensation and revised Attachment D – County of Orange Circuit List.

NOW, THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. This Amendment No. 20 shall be effective July 1, 2023 ("Effective Date"). The term of the Contract shall be extended through June 30, 2024, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed June 30, 2024 and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond June 30, 2024 unless this Contract is amended in writing and approved by the County's Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond June 30, 2024 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind.

2. Under General Terms and Conditions, Paragraph "K" entitled, "Termination", as amended in Amendment Number 9 to the Contract dated November 5, 2013 and modified under Amendment Number 16 of the Contract dated May 7, 2019, shall be deleted in its entirety and replaced with the following text:

"**Termination – Contract**: In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

Termination – Services: After the County provides 30 days' written notice to Contractor, the County shall have the right to terminate without cause individual Services, including but not limited to Existing Services, Transferred Services, and New Services, products, or circuits, and any portion of the foregoing, under the Contract without terminating the Contract in its entirety and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind."

3. Attachment B, Cost/Compensation, shall be deleted in its entirety and replaced with revised Attachment B, attached hereto and incorporated herein by reference.

4. Attachment D, County of Orange Circuit List, shall be deleted in its entirety and replaced with revised Attachment D, attached hereto and incorporated herein by reference.

5. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 20
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 20 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN*:

Steve Arneson	Manager - Offer Management
Print Name	Title
Steve Arneson Steve Arneson (Apr 25, 2023 11:35 CDT)	Apr 25, 2023
Signature	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

	Deputy Purchasing Agent
Print Name	Title
Signature	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

David Obrand	Deputy County Counsel
Print Name	Title
	04-25-2023
Signature	Date

ATTACHMENT B
As revised per Amendment No. 20

COST/COMPENSATION

I. Compensation

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties.

II. Contract Limits

A. Contract Not to Exceed Limit

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period July 1, 2023 through June 30, 2024 shall be the "Contract Not to Exceed Limit" set forth below. Contractor shall perform Services for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract from July 1, 2023 to June 30, 2024 may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

Description	Total Monthly Recurring Charges (MRC)	Term (Months)	Total Not To Exceed Amount for the Time Period from July 1, 2023 to June 30, 2024
Existing Services: The total Monthly Recurring Charges for Existing Services shall not exceed $34,081.95 per month, as described in Attachment D (County of Orange Circuit List).	$34,081.95	12	$408,983.40
		Subtotal:	$408,983.40
		Estimated Taxes, Surcharges and Fees:	$81,796.68
		Contract Not to Exceed Limit from July 1, 2023 to June 30, 2024:	**$490,780.08**

III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

(a) Any "Service Level" commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County's request, except that credits will not be provided for Excused Outages. Contractor's maintenance log and trouble ticketing systems are used to calculate Service Level events.
(b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County may 1) utilize the customer portal at https://www.lumen.com/en-us/home.html to deliver a written request with sufficient detail to identify the affected Service, or 2) address the service outage with Contractor during the County – Contractor weekly cadence. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.
(c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

IV. Payment Terms:

Non-Recurring Charges (NRC): Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Monthly Recurring Charges (MRC): Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided, that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

V. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Attn: Accounts Payable

Or

Via email to: ocitaccountspayable@ocit.ocgov.com

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

ATTACHMENT D

COUNTY OF ORANGE CIRCUIT LIST

(See attachment titled, "County of Orange Circuit List_4.24.2023")

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	27813760	27813760**CP	VPB Local Main Listing	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	27813760	27852330**CP	Additional Listing	5-GCMRXGX		35.00
County of Orange	2-HWFYYV	27813760	27873126**CP	Cross Reference Listing	5-GCMRXGX		10.00
County of Orange	2-HWFYYV	27813760	28039042**CP	Additional Listing	5-GCMRXGX		40.00
County of Orange	2-HWFYYV	27813760	28122654**CP	Listing Move Add Change Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	27813760	28275128**CP	Additional Listing	5-GCMRXGX		10.00
County of Orange	2-HWFYYV	27813760	28465782**CP	Additional Listing	5-GCMRXGX		70.00
County of Orange	2-HWFYYV	27813760	28481562**CP	Listing Move Add Change Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	27813760	29080894**CP	Listing Move Add Change Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28139945	28139945**CP	VPB Local Main Listing	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28139945	28154721**CP	Additional Listing	5-GCMRXGX		115.00
County of Orange	2-HWFYYV	28139945	29150519**CP	Listing Move Add Change Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28139945	29460743**CP	Additional Listing	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28139945	29460845**CP	Listing Move Add Change Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28139945	29777708**CP	Listing Suite	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139945	29779143**CP	Listing Move Add Change Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28252808	28252808**CP	Individual Telephone Number	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29891635	29891635**CP	PIC Change Charge**NA RC Inter	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30263351	30266160**CP	Long Distance 1+**NA RC Interst	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	27768816	27768816**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	27854017	27854017**CP	Change Restore Charge Voice	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28329040	28329040**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28329681	28329681**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28646139	28646139**CP	Change Restore Charge Data**D	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28672525	28672525**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28672528	28672528**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28672812	28672812**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28672823	28672823**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28775510	28775510**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29054465	29054465**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29054514	29054514**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29055019	29055019**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29055021	29055021**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	29055025	29055025**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29391939	29391939**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29461322	29461322**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29465272	29465272**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29489988	29489988**CP	LEC Cancel Order Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29552134	29552134**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29552163	29552163**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29649027	29649027**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29649028	29649028**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29722767	29722767**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29722768	29722768**CP	Managed CPE Return ADTRAN**	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29778455	29778455**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29802036	29802036**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29802039	29802039**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29802041	29802041**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29802043	29802043**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29802050	29802050**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29812606	29812606**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29829572	29829572**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29830287	29830287**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29830288	29830288**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29831997	29831997**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29831998	29831998**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29833367	29833367**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29833386	29833386**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29833394	29833394**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29833395	29833395**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29835790	29835790**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29835792	29835792**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29839421	29839421**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29868998	29868998**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29886778	29886778**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29887641	29887641**CP	Sup Charge	5-GCMRXGX		0.00

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	29887643	29887643**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29887644	29887644**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29887645	29887645**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29887646	29887646**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29927183	29927183**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29976732	29976732**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29976738	29976738**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29978808	29978808**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29979147	29979147**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29981491	29981491**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29981548	29981548**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29991794	29991794**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29991894	29991894**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29992630	29992630**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29992632	29992632**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29993262	29993262**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29996220	29996220**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29996271	29996271**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29996295	29996295**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29996414	29996414**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29996469	29996469**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29996474	29996474**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29999525	29999525**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30027791	30027791**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30037289	30037289**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30047894	30047894**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30078177	30078177**CP	Change Restore Charge Voice	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30089617	30089617**CP	Change Restore Charge Internet	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30093999	30093999**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30099190	30099190**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30101063	30101063**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30124976	30124976**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30146014	30146014**CP	Sup Charge	5-GCMRXGX		0.00

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	30154671	30154671**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30159544	30159544**CP	Change Restore Charge Bundles	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30164345	30164345**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30203573	30203573**CP	Change Restore Charge Data**D	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30215131	30215131**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30218374	30218374**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30239185	30239185**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30355452	30355452**CP	Change Restore Charge Voice	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30400501	30400501**CP	Sup Charge	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26482886	26482886**CP	Interstate LD**NA RC Redistribu	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26482886	26482886**CP	Intrastate LD**Redistribution1,2	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26482886	26482886**CP	Local Voice**Redistribution14,1	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26482886	26482886**CP	SIP Trunking Service**NA RC Da	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26482886	27659901**CP	Calling Party Number Manageme	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26482886	27813531**CP	VPB Individual TN	5-GCMRXGX		25.35
County of Orange	2-HWFYYV	26482886	27813532**CP	VPB Individual TN	5-GCMRXGX		39.00
County of Orange	2-HWFYYV	26482886	27813535**CP	VPB Individual TN	5-GCMRXGX		13.00
County of Orange	2-HWFYYV	26482886	27813536**CP	VPB Individual TN	5-GCMRXGX		13.00
County of Orange	2-HWFYYV	26482886	27813537**CP	VPB Individual TN	5-GCMRXGX		36.66
County of Orange	2-HWFYYV	26482886	28262804**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28262852**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28262864**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28262874**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28262889**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263036**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263049**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263071**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263073**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263100**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263108**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263139**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263150**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263179**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26482886	28263207**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263214**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263230**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263249**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263251**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263254**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263255**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263288**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263348**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263357**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263383**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263400**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263448**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263490**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263528**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263543**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263567**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263590**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263625**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263643**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263664**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263673**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263677**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263692**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263783**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263906**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263919**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28263950**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	26482886	28375395**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375400**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375409**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375424**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375436**CP	Individual TN Internal Use	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26482886	28375451**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375458**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375468**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375475**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375499**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375502**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375503**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375504**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375512**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375516**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26482886	28375519**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26482886	28375528**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375533**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375538**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375544**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375556**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375564**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375566**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375568**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375569**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26482886	28375573**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375581**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375588**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375594**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375595**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375611**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375612**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28375619**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26482886	28596458**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	28682227**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26482886	29185607**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	26482886	30263394**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	26806199**CP	Interstate LD**NA RC Redistribu	5-GCMRXGX		0.00

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	26806199**CP	Intrastate LD**Redistribution1,2	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	26806199**CP	Local Voice**Redistribution14,1	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	26806199**CP	SIP Trunking Service**NA RC Da	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	26806254**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	26806278**CP	Enhanced AR TG CF to TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	26828388**CP	Virtual Telephone Number	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	27126893**CP	Virtual Telephone Number	5-GCMRXGX		41.80
County of Orange	2-HWFYYV	26806199	30552579**CP	Virtual Telephone Number	5-GCMRXGX		3.00
County of Orange	2-HWFYYV	26806199	30552581**CP	Virtual Telephone Number	5-GCMRXGX		3.00
County of Orange	2-HWFYYV	26806199	30552583**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30552596**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30552603**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30552674**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30552676**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554259**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554260**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554261**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554262**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554263**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554264**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554265**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554266**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554267**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554268**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554269**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554270**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554271**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554272**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554273**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30554274**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554275**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554276**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554277**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554278**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554279**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554280**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554281**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554282**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554283**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30554284**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554285**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554286**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554287**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554288**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554289**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554290**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554295**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554296**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554297**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554298**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554299**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554300**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554301**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554302**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554303**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554304**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554305**CP	Virtual Telephone Number	5-GCMRXGX		1.50
County of Orange	2-HWFYYV	26806199	30554306**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554307**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554308**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554309**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554310**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554311**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554312**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554313**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554314**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554324**CP	Virtual Telephone Number	5-GCMRXGX		3.15
County of Orange	2-HWFYYV	26806199	30554380**CP	Virtual Telephone Number	5-GCMRXGX		2.25
County of Orange	2-HWFYYV	26806199	30554381**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554382**CP	Virtual Telephone Number	5-GCMRXGX		2.70
County of Orange	2-HWFYYV	26806199	30554383**CP	Virtual Telephone Number	5-GCMRXGX		5.40
County of Orange	2-HWFYYV	26806199	30554385**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30554386**CP	Virtual Telephone Number	5-GCMRXGX		2.55
County of Orange	2-HWFYYV	26806199	30554387**CP	Virtual Telephone Number	5-GCMRXGX		2.25
County of Orange	2-HWFYYV	26806199	30554389**CP	Virtual Telephone Number	5-GCMRXGX		2.85
County of Orange	2-HWFYYV	26806199	30554390**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554391**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30554392**CP	Virtual Telephone Number	5-GCMRXGX		2.25
County of Orange	2-HWFYYV	26806199	30554393**CP	Virtual Telephone Number	5-GCMRXGX		4.50
County of Orange	2-HWFYYV	26806199	30554395**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30554396**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30554397**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554398**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554399**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554400**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554401**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554409**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554410**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554411**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30554412**CP	Virtual Telephone Number	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	26806199	30554413**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554414**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554415**CP	Virtual Telephone Number	5-GCMRXGX		2.70
County of Orange	2-HWFYYV	26806199	30554416**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554417**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30554418**CP	Virtual Telephone Number	5-GCMRXGX		2.85
County of Orange	2-HWFYYV	26806199	30554419**CP	Virtual Telephone Number	5-GCMRXGX		1.95
County of Orange	2-HWFYYV	26806199	30554420**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554421**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554422**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554423**CP	Virtual Telephone Number	5-GCMRXGX		3.45
County of Orange	2-HWFYYV	26806199	30554424**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30554425**CP	Virtual Telephone Number	5-GCMRXGX		2.85
County of Orange	2-HWFYYV	26806199	30554426**CP	Virtual Telephone Number	5-GCMRXGX		2.25
County of Orange	2-HWFYYV	26806199	30554427**CP	Virtual Telephone Number	5-GCMRXGX		3.00
County of Orange	2-HWFYYV	26806199	30554428**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554429**CP	Virtual Telephone Number	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	26806199	30554430**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554432**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554433**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554434**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554435**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554436**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554437**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30554438**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30554439**CP	Virtual Telephone Number	5-GCMRXGX		1.05
County of Orange	2-HWFYYV	26806199	30554440**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554441**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554442**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554443**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554451**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554452**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554453**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554454**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554455**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554456**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554457**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554458**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554459**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554460**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554461**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554462**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554464**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554465**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554466**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554467**CP	Virtual Telephone Number	5-GCMRXGX		1.95
County of Orange	2-HWFYYV	26806199	30554468**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554469**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554470**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554471**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554472**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554473**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554474**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554475**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554476**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554477**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554478**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554479**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554480**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554481**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554482**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554483**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554484**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554485**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554486**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554487**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554488**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554489**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554490**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554491**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554492**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554494**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554496**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554497**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554498**CP	Virtual Telephone Number	5-GCMRXGX		0.60

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554499**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554500**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554501**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554502**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554503**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554504**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554505**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554506**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554507**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554508**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554509**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554510**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554511**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554512**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554513**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554514**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554515**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554517**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554518**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554519**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30554522**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554523**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554524**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554525**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554530**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554531**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554685**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554686**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554687**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554688**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554689**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554690**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554692**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554693**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554694**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554695**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554696**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554697**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554698**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554699**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554700**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554701**CP	Virtual Telephone Number	5-GCMRXGX		1.50
County of Orange	2-HWFYYV	26806199	30554702**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554703**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554704**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554705**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554706**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554707**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554708**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554709**CP	Virtual Telephone Number	5-GCMRXGX		6.00
County of Orange	2-HWFYYV	26806199	30554710**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554711**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554712**CP	Virtual Telephone Number	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	26806199	30554713**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554714**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30554715**CP	Virtual Telephone Number	5-GCMRXGX		1.50
County of Orange	2-HWFYYV	26806199	30554716**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554717**CP	Virtual Telephone Number	5-GCMRXGX		2.70
County of Orange	2-HWFYYV	26806199	30554718**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554719**CP	Virtual Telephone Number	5-GCMRXGX		1.80
County of Orange	2-HWFYYV	26806199	30554720**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554721**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554722**CP	Virtual Telephone Number	5-GCMRXGX		5.40
County of Orange	2-HWFYYV	26806199	30554723**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554725**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554726**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554728**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30554729**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554730**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554731**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30554732**CP	Virtual Telephone Number	5-GCMRXGX		1.05
County of Orange	2-HWFYYV	26806199	30554733**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554734**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554735**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554736**CP	Virtual Telephone Number	5-GCMRXGX		1.80
County of Orange	2-HWFYYV	26806199	30554737**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30554738**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554739**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554749**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554750**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554751**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554752**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30554754**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554755**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554756**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554757**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554758**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554759**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554760**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554761**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554762**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554763**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554764**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554765**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554766**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554767**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554768**CP	Virtual Telephone Number	5-GCMRXGX		1.50
County of Orange	2-HWFYYV	26806199	30554769**CP	Virtual Telephone Number	5-GCMRXGX		1.05
County of Orange	2-HWFYYV	26806199	30554805**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554806**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554807**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554808**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554809**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554810**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554811**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554812**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554813**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554814**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554815**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554816**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554817**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554818**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554819**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554820**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554821**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554828**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554829**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554830**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554831**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554832**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554833**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554834**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554835**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554836**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554837**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554838**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30554839**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554846**CP	Virtual Telephone Number	5-GCMRXGX		1.95
County of Orange	2-HWFYYV	26806199	30554847**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554848**CP	Virtual Telephone Number	5-GCMRXGX		3.00
County of Orange	2-HWFYYV	26806199	30554849**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554850**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30554851**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554852**CP	Virtual Telephone Number	5-GCMRXGX		7.50
County of Orange	2-HWFYYV	26806199	30554855**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554856**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554857**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554858**CP	Virtual Telephone Number	5-GCMRXGX		1.65
County of Orange	2-HWFYYV	26806199	30554859**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30554860**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554861**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554862**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554863**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554864**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30554865**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30554887**CP	Virtual Telephone Number	5-GCMRXGX		4.95
County of Orange	2-HWFYYV	26806199	30554888**CP	Virtual Telephone Number	5-GCMRXGX		9.90
County of Orange	2-HWFYYV	26806199	30554898**CP	Virtual Telephone Number	5-GCMRXGX		16.50
County of Orange	2-HWFYYV	26806199	30554915**CP	Virtual Telephone Number	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	26806199	30554916**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30554917**CP	Virtual Telephone Number	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	26806199	30555248**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555249**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555250**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555251**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555252**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555253**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555254**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555255**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555256**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555257**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555258**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555259**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555260**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555261**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555262**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555263**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555264**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555265**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555266**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555267**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555268**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555269**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555270**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555271**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555272**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555273**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555290**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555300**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555326**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555328**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555331**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555333**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555334**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555335**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555337**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555338**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555341**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555344**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555345**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555376**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555377**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555378**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555379**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555380**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555381**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555382**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555383**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555384**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555385**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555386**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555387**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555388**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555389**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555390**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555391**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555392**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555393**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555394**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30555395**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555396**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555397**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555398**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555399**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555400**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555401**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555402**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555403**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555404**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555405**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555406**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555407**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555408**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555409**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555411**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555412**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555418**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555419**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555420**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555421**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555422**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555423**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555424**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555425**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555426**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555427**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555428**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555429**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555431**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555432**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555433**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555434**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555435**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555436**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555437**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555438**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555439**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555440**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555441**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555442**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555443**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555444**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555445**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555446**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555447**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555448**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555449**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555450**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555451**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555453**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555480**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555481**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555482**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555483**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555484**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555485**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555486**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555487**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555488**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555489**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555490**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555491**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555492**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555493**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555494**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555497**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555498**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555499**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555500**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555501**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555502**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555503**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555504**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555505**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555506**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555507**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555508**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555509**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555510**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555511**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555516**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555517**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555518**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555519**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555520**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555521**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555522**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555523**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555524**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555525**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555526**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555527**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555528**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555529**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555530**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555531**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555532**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555533**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555535**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555536**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555537**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555538**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555539**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555540**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555541**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555542**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555544**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555545**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555546**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555547**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555548**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555549**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555550**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555551**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555552**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555553**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555554**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555606**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555607**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555608**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555609**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555610**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555611**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555612**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555613**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555614**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555615**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555616**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555617**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555618**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555619**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555620**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555621**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555622**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555623**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555624**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555625**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555634**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555635**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555636**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555637**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555638**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555639**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555640**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30555641**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555642**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555643**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555644**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555645**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555646**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555648**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555649**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555650**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555651**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555652**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555653**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555661**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555662**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555663**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555664**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555665**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555666**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555667**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555668**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555669**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555670**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555671**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555672**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555673**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555674**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555675**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555676**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555677**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555679**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555680**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555681**CP	Virtual Telephone Number	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	26806199	30555682**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555683**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555684**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555685**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555686**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555687**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555688**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555689**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555690**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555691**CP	Virtual Telephone Number	5-GCMRXGX		0.45

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555692**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555693**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555694**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555695**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555696**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555697**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555698**CP	Virtual Telephone Number	5-GCMRXGX		1.20
County of Orange	2-HWFYYV	26806199	30555699**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555700**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555701**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555702**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555703**CP	Virtual Telephone Number	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	26806199	30555704**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555705**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555706**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555707**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555708**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555709**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555710**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555711**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555712**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555713**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555714**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555715**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555716**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555717**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555718**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555719**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555720**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555721**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555722**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555723**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555728**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555729**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555730**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555731**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555732**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555733**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555734**CP	Virtual Telephone Number	5-GCMRXGX		1.65
County of Orange	2-HWFYYV	26806199	30555735**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555736**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555737**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555738**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555739**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555740**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555742**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555743**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555744**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555745**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555746**CP	Virtual Telephone Number	5-GCMRXGX		1.95
County of Orange	2-HWFYYV	26806199	30555747**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555748**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555750**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555751**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555752**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555754**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555755**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555756**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555757**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555758**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555759**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555760**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555761**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555762**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555763**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555764**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555765**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555766**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555767**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555768**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555769**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555770**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555771**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555772**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555773**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555774**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555775**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555776**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555777**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555778**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555779**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555780**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555781**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555782**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555783**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555784**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555785**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555786**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555787**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555788**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555789**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30555790**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555791**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555792**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555793**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555794**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555795**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555796**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555797**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555798**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555799**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555800**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555801**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555802**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30555803**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555804**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555805**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555806**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555807**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555808**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555809**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555810**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555811**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555812**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555813**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555814**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555815**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555816**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555817**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555818**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555819**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555820**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555821**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555822**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555823**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555824**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555825**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555826**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555827**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555828**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555829**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555831**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555833**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555834**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555835**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555836**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555837**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555838**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555839**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555840**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555841**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555842**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555843**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555844**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555845**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555846**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555847**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555848**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555849**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555850**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555851**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555852**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555853**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555854**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555855**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555856**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555857**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555858**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555859**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555860**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555861**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555862**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555863**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555864**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555865**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555866**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555867**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555868**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555869**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555873**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555874**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555875**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555876**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555877**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555878**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555879**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555880**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555881**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555882**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555883**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555884**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555885**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555886**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555887**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555888**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555889**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555890**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555891**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555892**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30555893**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555894**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555895**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555896**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555897**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555898**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555899**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555900**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555901**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555902**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555903**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555904**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555905**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555906**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555907**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555908**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555909**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555910**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555911**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555912**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555913**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555914**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555915**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555916**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555917**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555918**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555919**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555920**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555921**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555922**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555923**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555924**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555925**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555926**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555927**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555928**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555929**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555930**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555931**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555932**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555933**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555934**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555935**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555936**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30555937**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555938**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555939**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555940**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555941**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555942**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555943**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555944**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555945**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555946**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555947**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555948**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555949**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555950**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555951**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555952**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555953**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555954**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555955**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555957**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555958**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555959**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555960**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555961**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555962**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555963**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555964**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555965**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555966**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555967**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555968**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30555969**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555970**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555971**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30555972**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555973**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555974**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555975**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555976**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555977**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555979**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555980**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555981**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30555982**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555983**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555984**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555985**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555986**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555987**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30555988**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555989**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555990**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555991**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555992**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555993**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555994**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555995**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555996**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30555997**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30555998**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30555999**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556000**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556001**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556003**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30556005**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556006**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556007**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556008**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556009**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556010**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556011**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556012**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556013**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556014**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556015**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556016**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556017**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556020**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556021**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556022**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556023**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556024**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556025**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556026**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556027**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556028**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556029**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556030**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556031**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556032**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556033**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556034**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556035**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556036**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556037**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556038**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556039**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30556040**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556041**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556042**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30556043**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556044**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556045**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556046**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556047**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556048**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556049**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556050**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556051**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556052**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556053**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556054**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556055**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556056**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556057**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556058**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556059**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556061**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556062**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556063**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556064**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556065**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556066**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556067**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556070**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556071**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556072**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556073**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556074**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556075**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30556076**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30556077**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556078**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556079**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556080**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556081**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556082**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556083**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556084**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556085**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556086**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30556087**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30556088**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556089**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556090**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30556091**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30556092**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556093**CP	Virtual Telephone Number	5-GCMRXGX		1.05
County of Orange	2-HWFYYV	26806199	30556094**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30556095**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556096**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30556097**CP	Virtual Telephone Number	5-GCMRXGX		0.90
County of Orange	2-HWFYYV	26806199	30556098**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556099**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556100**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556101**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556102**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556103**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556104**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556105**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556106**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556107**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556108**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30556109**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556110**CP	Virtual Telephone Number	5-GCMRXGX		1.05
County of Orange	2-HWFYYV	26806199	30556111**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556112**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30556113**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556114**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556115**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556116**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556117**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556118**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556119**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	26806199	30556120**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556121**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556122**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556123**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556124**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556125**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556126**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30556127**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556128**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30556129**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556130**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556131**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556132**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556133**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556846**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556847**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556849**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556850**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556851**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556852**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556853**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556854**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30556915**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556917**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556918**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556922**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556925**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556927**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556928**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30556929**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557027**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557028**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557030**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557031**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557035**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557037**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557042**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557043**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557044**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557045**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557046**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557049**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557051**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557052**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557054**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557055**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557056**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	26806199	30557057**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557058**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557060**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557062**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557063**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557064**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557065**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557066**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30557067**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557068**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557069**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557070**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557071**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557074**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557076**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557077**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557078**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557079**CP	Virtual Telephone Number	5-GCMRXGX		1.05
County of Orange	2-HWFYYV	26806199	30557080**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557081**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557083**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557084**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557085**CP	Virtual Telephone Number	5-GCMRXGX		3.15
County of Orange	2-HWFYYV	26806199	30557086**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557090**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557091**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557092**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557093**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557094**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557095**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557096**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	26806199	30557098**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557099**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557100**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557101**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557102**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557104**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557113**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557114**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557115**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557117**CP	Virtual Telephone Number	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30557118**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557119**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557120**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557121**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557122**CP	Virtual Telephone Number	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	26806199	30557123**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557280**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557520**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557521**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557522**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30557523**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557524**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557525**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557526**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557527**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557528**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557529**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557530**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557531**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557532**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557533**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557534**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557535**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557536**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557537**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557538**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557539**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557540**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557541**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557543**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557544**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30557547**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30558655**CP	Virtual Telephone Number	5-GCMRXGX		0.30

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	26806199	30558656**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	26806199	30558657**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	26806199	30574647**CP	Virtual Telephone Number	5-GCMRXGX		0.50
County of Orange	2-HWFYYV	26806199	30583856**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30583857**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30583860**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30583861**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806199	30588919**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806254	29891628**CP	Long Distance 1+**NA RC Interst	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28024630	28024630**CP	Virtual Telephone Number	5-GCMRXGX		0.52
County of Orange	2-HWFYYV	28024690	28024690**CP	Virtual Telephone Number	5-GCMRXGX		0.91
County of Orange	2-HWFYYV	28139620	28139620**CP	Individual TN Internal Use	5-GCMRXGX		0.26
County of Orange	2-HWFYYV	28139628	28139628**CP	Individual TN Internal Use	5-GCMRXGX		0.39
County of Orange	2-HWFYYV	28139640	28139640**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28139643	28139643**CP	Individual TN Internal Use	5-GCMRXGX		0.26
County of Orange	2-HWFYYV	28139646	28139646**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28375405	28375405**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28375422	28375422**CP	Individual TN Internal Use	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28375435	28375435**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375438	28375438**CP	Individual TN Internal Use	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	28375453	28375453**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375470	28375470**CP	Individual TN Internal Use	5-GCMRXGX		3.45
County of Orange	2-HWFYYV	28375477	28375477**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28375478	28375478**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28375481	28375481**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375494	28375494**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375507	28375507**CP	Individual TN Internal Use	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	28375522	28375522**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375527	28375527**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28375534	28375534**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375545	28375545**CP	Individual TN Internal Use	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28375557	28375557**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28375560	28375560**CP	Individual TN Internal Use	5-GCMRXGX		0.15

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28403633	28403633**CP	Virtual Telephone Number	5-GCMRXGX		19.11
County of Orange	2-HWFYYV	28475859	28475859**CP	Virtual Telephone Number	5-GCMRXGX		13.00
County of Orange	2-HWFYYV	28475867	28475867**CP	Virtual Telephone Number	5-GCMRXGX		0.26
County of Orange	2-HWFYYV	28475868	28475868**CP	Virtual Telephone Number	5-GCMRXGX		12.87
County of Orange	2-HWFYYV	28475871	28475871**CP	Virtual Telephone Number	5-GCMRXGX		0.26
County of Orange	2-HWFYYV	28541815	28541815**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28560550	28560550**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28560760	28560760**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28560812	28560812**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28561001	28561001**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28561024	28561024**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28561043	28561043**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28561057	28561057**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28561067	28561067**CP	Individual TN Internal Use	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28596468	28596468**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28621650	28621650**CP	Individual TN Internal Use	5-GCMRXGX		0.26
County of Orange	2-HWFYYV	28682218	28682218**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682219	28682219**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682223	28682223**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682230	28682230**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682231	28682231**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682234	28682234**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682236	28682236**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682245	28682245**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682246	28682246**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28682247	28682247**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28756515	28756515**CP	Virtual Telephone Number	5-GCMRXGX		25.87
County of Orange	2-HWFYYV	28761426	28761426**CP	Individual TN Internal Use	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	28775517	28775517**CP	Virtual Telephone Number	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28775534	28775534**CP	Individual TN Internal Use	5-GCMRXGX		192.66
County of Orange	2-HWFYYV	28882195	28882195**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29068117	29068117**CP	Virtual Telephone Number	5-GCMRXGX		12.87
County of Orange	2-HWFYYV	29068161	29068161**CP	Individual TN Internal Use	5-GCMRXGX		0.60

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	29069085	29069085**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29100885	29100885**CP	Virtual Telephone Number	5-GCMRXGX		2.99
County of Orange	2-HWFYYV	29119785	29119785**CP	Virtual Telephone Number	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	29119786	29119786**CP	Virtual Telephone Number	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	29119787	29119787**CP	Virtual Telephone Number	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	29172992	29172992**CP	Virtual Telephone Number	5-GCMRXGX		0.40
County of Orange	2-HWFYYV	29172996	29172996**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29172997	29172997**CP	Virtual Telephone Number	5-GCMRXGX		1.30
County of Orange	2-HWFYYV	29172999	29172999**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29173003	29173003**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185595	29185595**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185597	29185597**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185599	29185599**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185600	29185600**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185601	29185601**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185602	29185602**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185605	29185605**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185606	29185606**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185608	29185608**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185610	29185610**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185613	29185613**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185615	29185615**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185616	29185616**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185617	29185617**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185618	29185618**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185619	29185619**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185620	29185620**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185621	29185621**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185622	29185622**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185623	29185623**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185624	29185624**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185625	29185625**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29185627	29185627**CP	Virtual Telephone Number	5-GCMRXGX		1.90

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	29185628	29185628**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29216666	29216666**CP	Virtual Telephone Number	5-GCMRXGX		0.10
County of Orange	2-HWFYYV	29229445	29229445**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29251601	29251601**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29251602	29251602**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29251603	29251603**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29261244	29261244**CP	Virtual Telephone Number	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	29307793	29307793**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29307795	29307795**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29322258	29322258**CP	Virtual Telephone Number	5-GCMRXGX		0.45
County of Orange	2-HWFYYV	29322515	29322515**CP	Virtual Telephone Number	5-GCMRXGX		1.65
County of Orange	2-HWFYYV	29322579	29322579**CP	Virtual Telephone Number	5-GCMRXGX		0.60
County of Orange	2-HWFYYV	29396354	29396354**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29396355	29396355**CP	Virtual Telephone Number	5-GCMRXGX		0.75
County of Orange	2-HWFYYV	29396365	29396365**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29912289	29912289**CP	Interstate LD**NA RC Redistribu	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29912289	29912289**CP	Intrastate LD**Redistribution1,2	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29912289	29912289**CP	Local Voice**Redistribution14,1	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29912289	29912289**CP	SIP Trunking Service**NA RC Da	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29912289	29912318**CP	Individual TN Internal Use	5-GCMRXGX		1.35
County of Orange	2-HWFYYV	29912289	29913075**CP	Individual TN Internal Use	5-GCMRXGX		64.48
County of Orange	2-HWFYYV	29912289	29913191**CP	Virtual Telephone Number	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	29912289	29913192**CP	Individual TN Internal Use	5-GCMRXGX		13.20
County of Orange	2-HWFYYV	29912289	30263351**CP	Individual TN Internal Use	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	30263394	30266164**CP	Long Distance 1+**NA RC Interst	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	30392663	30392663**CP	Internet Access**NA RC Day2	5-GCMRXGX		425.10
County of Orange	2-HWFYYV	442167231	336765785**SW	Fixed Port 10GE ** Fixed Port - C	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	442167231	336765786**SW	Access 10GE**Intra-Regulatory -	5-GCMRXGX		987.87
County of Orange	2-HWFYYV	442167231	336765787**SW	Logical Interface - CDR: 5000 MB	5-GCMRXGX		3,960.09
County of Orange	2-HWFYYV	46/KEFN/10	26806197**CP	Port**Intrastate	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	46/KFFN/10	26482840**CP	Port**Intrastate	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	BFDS9987	FRO2006868132	Cross Connect FE	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	BFDS9987	FRO2006868132	Access GE On-Net	5-GCMRXGX		238.40

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	BFDS9987	FRO2006868133	Port - Fast E	5-GCMRXGX		36.00
County of Orange	2-HWFYYV	BFDS9987	FRO2006868134	IPVPN COMMIT-PREMIUM	5-GCMRXGX		524.88
County of Orange	2-HWFYYV	BFGJ7766	FRO2006898941	Cross Connect FE	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	BFGJ7766	FRO2006898941	Access GE On-Net	5-GCMRXGX		238.40
County of Orange	2-HWFYYV	BFGJ7766	FRO2006898942	Port - Fast E	5-GCMRXGX		36.00
County of Orange	2-HWFYYV	BFGJ7766	FRO2006898943	IPVPN COMMIT-PREMIUM	5-GCMRXGX		524.88
County of Orange	2-HWFYYV	CA/KXFN/20	29913224**CP	Port**Intrastate	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	CA/KXFN/67	30392665**CP	Internet Transport**NA RC Day2	5-GCMRXGX		115.27
County of Orange	2-HWFYYV	26482809	26482809**CP	Enterprise SIP Service	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26483908	26483908**CP	SIP Bandwidth	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26487163	26487163**CP	Managed E-SBC	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26487428	26487428**CP	Enterprise Trunking Service**NA	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26487428	26487428**CP	Intrastate LD**Redistribution1,2	5-GCMRXGX		417.13
County of Orange	2-HWFYYV	26487428	26487428**CP	Interstate LD**NA RC Redistribu	5-GCMRXGX		536.31
County of Orange	2-HWFYYV	26487428	26487428**CP	Local Voice**Redistribution14,1	5-GCMRXGX		5,005.56
County of Orange	2-HWFYYV	26788736	26788736**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26806196	26806196**CP	SIP Bandwidth	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26828083	26828083**CP	SIP Trunking Service**NA RC Da	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	26828083	26828083**CP	Intrastate LD**Redistribution1,2	5-GCMRXGX		514.75
County of Orange	2-HWFYYV	26828083	26828083**CP	Interstate LD**NA RC Redistribu	5-GCMRXGX		748.72
County of Orange	2-HWFYYV	26828083	26828083**CP	Local Voice**Redistribution14,1	5-GCMRXGX		3,416.06
County of Orange	2-HWFYYV	26828119	26828119**CP	Managed E-SBC	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	28020182	28020182**CP	VPB Individual TN	5-GCMRXGX		2.99
County of Orange	2-HWFYYV	28020183	28021043**CP	VPB Individual TN	5-GCMRXGX		0.91
County of Orange	2-HWFYYV	28020184	28021124**CP	VPB Individual TN	5-GCMRXGX		5.59
County of Orange	2-HWFYYV	28024788	28024788**CP	VPB Individual TN	5-GCMRXGX		13.00
County of Orange	2-HWFYYV	28024791	28024791**CP	VPB Individual TN	5-GCMRXGX		4.16
County of Orange	2-HWFYYV	28024793	28024793**CP	VPB Individual TN	5-GCMRXGX		5.20
County of Orange	2-HWFYYV	28024803	28024803**CP	VPB Individual TN	5-GCMRXGX		4.16
County of Orange	2-HWFYYV	28024806	28024806**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28025635	28025635**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28139633	28139633**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139639	28139639**CP	VPB Individual TN	5-GCMRXGX		15.00

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28139642	28139642**CP	VPB Individual TN	5-GCMRXGX		0.30
County of Orange	2-HWFYYV	28139701	28139701**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139709	28139709**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139711	28139711**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139715	28139715**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139721	28139721**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139722	28139722**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139723	28139723**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139726	28139726**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139729	28139729**CP	VPB Individual TN	5-GCMRXGX		0.15
County of Orange	2-HWFYYV	28139747	28139747**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139748	28139748**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139749	28139749**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139750	28139750**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139752	28139752**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139753	28139753**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139754	28139754**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139756	28139756**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139757	28139757**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28139758	28139758**CP	VPB Individual TN	5-GCMRXGX		15.00
County of Orange	2-HWFYYV	28262321	28262321**CP	VPB Individual TN	5-GCMRXGX		2.47
County of Orange	2-HWFYYV	28262486	28262486**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262488	28262488**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262489	28262489**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262490	28262490**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262491	28262491**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262492	28262492**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262493	28262493**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262494	28262494**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262495	28262495**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262496	28262496**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262497	28262497**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262498	28262498**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28262499	28262499**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262500	28262500**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262501	28262501**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262502	28262502**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262503	28262503**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262504	28262504**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262505	28262505**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262770	28262770**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262772	28262772**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262783	28262783**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262792	28262792**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262793	28262793**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262796	28262796**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262797	28262797**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262803	28262803**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262809	28262809**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262811	28262811**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262814	28262814**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262819	28262819**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262820	28262820**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262821	28262821**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262822	28262822**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262829	28262829**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262830	28262830**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262831	28262831**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262832	28262832**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262833	28262833**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262834	28262834**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262837	28262837**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262841	28262841**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262844	28262844**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262845	28262845**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262847	28262847**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28262850	28262850**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262851	28262851**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262853	28262853**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262854	28262854**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262856	28262856**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262857	28262857**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262862	28262862**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262863	28262863**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262867	28262867**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262870	28262870**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262871	28262871**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262873	28262873**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262875	28262875**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262880	28262880**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262882	28262882**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262883	28262883**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262884	28262884**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262886	28262886**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262891	28262891**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262893	28262893**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262897	28262897**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262899	28262899**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262900	28262900**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262902	28262902**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262904	28262904**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262905	28262905**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262907	28262907**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262908	28262908**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262909	28262909**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262910	28262910**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262911	28262911**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262912	28262912**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262914	28262914**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28262919	28262919**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262920	28262920**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262922	28262922**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262924	28262924**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262932	28262932**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262933	28262933**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262934	28262934**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262936	28262936**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262938	28262938**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262945	28262945**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262946	28262946**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262952	28262952**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262953	28262953**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262958	28262958**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262960	28262960**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262962	28262962**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262963	28262963**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262968	28262968**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262974	28262974**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262975	28262975**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262981	28262981**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262985	28262985**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262987	28262987**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262988	28262988**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262990	28262990**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262992	28262992**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262993	28262993**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262997	28262997**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28262999	28262999**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263000	28263000**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263009	28263009**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263015	28263015**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263017	28263017**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263018	28263018**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263020	28263020**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263024	28263024**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263027	28263027**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263033	28263033**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263034	28263034**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263037	28263037**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263041	28263041**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263043	28263043**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263044	28263044**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263045	28263045**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263047	28263047**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263050	28263050**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263053	28263053**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263056	28263056**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263059	28263059**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263061	28263061**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263064	28263064**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263066	28263066**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263068	28263068**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263072	28263072**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263074	28263074**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263075	28263075**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263078	28263078**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263079	28263079**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263080	28263080**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263085	28263085**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263087	28263087**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263088	28263088**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263089	28263089**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263091	28263091**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263092	28263092**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263095	28263095**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263097	28263097**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263098	28263098**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263099	28263099**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263101	28263101**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263104	28263104**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263106	28263106**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263109	28263109**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263110	28263110**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263118	28263118**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263121	28263121**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263123	28263123**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263125	28263125**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263127	28263127**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263134	28263134**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263135	28263135**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263136	28263136**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263138	28263138**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263142	28263142**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263143	28263143**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263146	28263146**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263149	28263149**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263152	28263152**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263153	28263153**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263154	28263154**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263158	28263158**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263161	28263161**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263162	28263162**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263165	28263165**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263166	28263166**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263168	28263168**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263181	28263181**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263185	28263185**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263189	28263189**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263190	28263190**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263192	28263192**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263194	28263194**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263197	28263197**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263203	28263203**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263209	28263209**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263211	28263211**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263212	28263212**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263215	28263215**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263218	28263218**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263219	28263219**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263220	28263220**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263221	28263221**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263222	28263222**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263228	28263228**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263231	28263231**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263234	28263234**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263237	28263237**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263238	28263238**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263240	28263240**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263242	28263242**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263246	28263246**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263256	28263256**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263258	28263258**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263260	28263260**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263262	28263262**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263265	28263265**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263269	28263269**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263272	28263272**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263273	28263273**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263275	28263275**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263283	28263283**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263285	28263285**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263286	28263286**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263287	28263287**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263289	28263289**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263292	28263292**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263293	28263293**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263295	28263295**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263296	28263296**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263304	28263304**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263305	28263305**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263309	28263309**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263310	28263310**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263312	28263312**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263316	28263316**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263320	28263320**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263321	28263321**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263323	28263323**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263325	28263325**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263329	28263329**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263330	28263330**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263331	28263331**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263334	28263334**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263336	28263336**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263337	28263337**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263338	28263338**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263339	28263339**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263340	28263340**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263342	28263342**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263346	28263346**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263347	28263347**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263350	28263350**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263351	28263351**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263353	28263353**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263354	28263354**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263366	28263366**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263369	28263369**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263373	28263373**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263375	28263375**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263376	28263376**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263378	28263378**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263384	28263384**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263385	28263385**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263386	28263386**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263389	28263389**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263391	28263391**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263401	28263401**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263404	28263404**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263408	28263408**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263411	28263411**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263415	28263415**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263416	28263416**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263417	28263417**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263418	28263418**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263420	28263420**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263424	28263424**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263426	28263426**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263428	28263428**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263430	28263430**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263431	28263431**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263440	28263440**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263442	28263442**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263443	28263443**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263447	28263447**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263450	28263450**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263452	28263452**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263453	28263453**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263457	28263457**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263460	28263460**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263463	28263463**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263464	28263464**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263466	28263466**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263467	28263467**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263470	28263470**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263473	28263473**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263477	28263477**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263478	28263478**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263482	28263482**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263483	28263483**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263486	28263486**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263487	28263487**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263489	28263489**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263491	28263491**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263493	28263493**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263498	28263498**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263499	28263499**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263512	28263512**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263520	28263520**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263521	28263521**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263522	28263522**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263524	28263524**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263525	28263525**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263526	28263526**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263529	28263529**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263536	28263536**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263537	28263537**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263541	28263541**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263545	28263545**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263547	28263547**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263550	28263550**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263551	28263551**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263553	28263553**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263554	28263554**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263557	28263557**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263566	28263566**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263571	28263571**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263574	28263574**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263575	28263575**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263578	28263578**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263581	28263581**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263583	28263583**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263585	28263585**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263586	28263586**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263591	28263591**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263593	28263593**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263595	28263595**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263602	28263602**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263603	28263603**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263607	28263607**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263612	28263612**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263616	28263616**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263621	28263621**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263623	28263623**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263635	28263635**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263636	28263636**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263642	28263642**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263645	28263645**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263646	28263646**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263647	28263647**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263651	28263651**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263652	28263652**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263653	28263653**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263655	28263655**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263657	28263657**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263658	28263658**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263659	28263659**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263661	28263661**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263671	28263671**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263672	28263672**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263675	28263675**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263681	28263681**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263685	28263685**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263687	28263687**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263690	28263690**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263691	28263691**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263700	28263700**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263701	28263701**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263704	28263704**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263707	28263707**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263711	28263711**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263712	28263712**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263716	28263716**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263717	28263717**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263719	28263719**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263721	28263721**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263722	28263722**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263727	28263727**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263731	28263731**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263733	28263733**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263737	28263737**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263739	28263739**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263740	28263740**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263742	28263742**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263743	28263743**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263745	28263745**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263746	28263746**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263747	28263747**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263748	28263748**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263749	28263749**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263752	28263752**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263755	28263755**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263756	28263756**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263757	28263757**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263759	28263759**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263763	28263763**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263764	28263764**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263767	28263767**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263768	28263768**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263769	28263769**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263771	28263771**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263772	28263772**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263774	28263774**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263777	28263777**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263778	28263778**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263788	28263788**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263790	28263790**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263791	28263791**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263792	28263792**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263793	28263793**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263794	28263794**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263796	28263796**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263800	28263800**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263803	28263803**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263806	28263806**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263808	28263808**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263810	28263810**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263814	28263814**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263818	28263818**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263821	28263821**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263823	28263823**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263827	28263827**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263832	28263832**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263833	28263833**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263834	28263834**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263843	28263843**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263845	28263845**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263847	28263847**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263849	28263849**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263852	28263852**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263860	28263860**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263861	28263861**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263863	28263863**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263864	28263864**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263870	28263870**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263871	28263871**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263872	28263872**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263874	28263874**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263876	28263876**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263877	28263877**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263878	28263878**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263879	28263879**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263885	28263885**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263886	28263886**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263887	28263887**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263888	28263888**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263889	28263889**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263893	28263893**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263895	28263895**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263897	28263897**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263898	28263898**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263905	28263905**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263907	28263907**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263908	28263908**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263913	28263913**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263915	28263915**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263920	28263920**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263923	28263923**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263926	28263926**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263930	28263930**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263933	28263933**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263935	28263935**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263937	28263937**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263938	28263938**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263941	28263941**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263946	28263946**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263949	28263949**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263951	28263951**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263955	28263955**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263956	28263956**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263959	28263959**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263961	28263961**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263963	28263963**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263965	28263965**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263966	28263966**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263967	28263967**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263970	28263970**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263972	28263972**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263973	28263973**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263974	28263974**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263976	28263976**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263979	28263979**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263982	28263982**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263984	28263984**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263986	28263986**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263988	28263988**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263989	28263989**CP	VPB Individual TN	5-GCMRXGX		0.13

Bus Org Name	Bus Org Number			Invoice Item Dscr.	BAN	Product Loc A (PIID)	MRC
County of Orange	2-HWFYYV	28263990	28263990**CP	VPB Individual TN	5-GCMRXGX	[redacted]	0.13
County of Orange	2-HWFYYV	28263991	28263991**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263994	28263994**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263995	28263995**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28263996	28263996**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264001	28264001**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264002	28264002**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264007	28264007**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264008	28264008**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264009	28264009**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264013	28264013**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264014	28264014**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264015	28264015**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264017	28264017**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264021	28264021**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264026	28264026**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264029	28264029**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264033	28264033**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28264039	28264039**CP	VPB Individual TN	5-GCMRXGX		0.13
County of Orange	2-HWFYYV	28723869	28723869**CP	VPB Individual TN	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29912288	29912288**CP	Enterprise SIP Service	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29913225	29913225**CP	Managed E-SBC	5-GCMRXGX		0.00
County of Orange	2-HWFYYV	29913226	29913226**CP	SIP Bandwidth	5-GCMRXGX		0.00
						Total:	$ 19,294.01

Amendment 20

Final Audit Report 2023-04-25

Created:	2023-04-24
By:	Caroline Bussell (caroline.bussell@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA2O6VVDdNO9tZZ7zcSb-BrVvmIVM7wt-

"Amendment 20" History

Document created by Caroline Bussell (caroline.bussell@lumen.com)
2023-04-24 - 6:53:05 PM GMT- IP address: 155.70.104.120

Document emailed to pomdirectorsignature@lumen.com for signature
2023-04-24 - 6:53:50 PM GMT

Email viewed by pomdirectorsignature@lumen.com
2023-04-24 - 7:02:15 PM GMT- IP address: 155.70.104.124

Signer pomdirectorsignature@lumen.com entered name at signing as Steve Arneson
2023-04-25 - 4:35:27 PM GMT- IP address: 155.70.52.169

Document e-signed by Steve Arneson (pomdirectorsignature@lumen.com)
Signature Date: 2023-04-25 - 4:35:29 PM GMT - Time Source: server- IP address: 155.70.52.169

Agreement completed.
2023-04-25 - 4:35:29 PM GMT

AMENDMENT NUMBER 19
TO
CONTRACT MA-017-16010665
BETWEEN
COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment Number 19 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

WHEREAS, on September 14, 2020, Contractor's ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

WHEREAS, on May 25, 2021, the Board of Supervisors approved Amendment Number 17 to extend the term of the Contract through June 30, 2023, in an amount not to exceed $2,902,575, for a revised cumulative Contract amount of $19,670,665; and

WHEREAS, on November 16, 2021, the Parties executed Amendment No. 18 to amend Attachment D – County of Orange Circuit List; and

WHEREAS, the Parties now desire to issue Amendment No. 19 to incorporate the revised Ethernet Service Schedule into Attachment C – Service Schedules and revise Attachment D – County of Orange Circuit List.

NOW THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Contract shall be amended to incorporate Addendum No. 1 – Ethernet Service Schedule, attached hereto and incorporated herein by reference, and replace Ethernet Service Schedule in Attachment C.

2. Attachment D, County of Orange Circuit List, shall be deleted in its entirety and replaced with revised Attachment D, attached hereto and incorporated herein by reference.

3. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

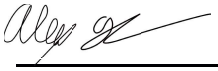
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SIGNATURE PAGE

AMENDMENT NO. 19
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 19 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN*:

Alexander Khanin	Manager- Offer Management
Print Name	Title
	Jan 31, 2022
Signature	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
	Feb 2, 2022
Signature	Date

ATTACHMENT D

COUNTY OF ORANGE CIRCUIT LIST

(See separate attachments titled, “Renewal Order Form” and “Service Order Form”)

Addendum No. 1

ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE) SERVICE SCHEDULE

1. General. This Service Schedule is applicable only where Customer orders Ethernet Line Service (E-Line), Ethernet LAN Service (E-LAN), Ethernet Access Service (E-Access), Ethernet Private Line (EPL), or Ethernet Virtual Private Line (EVPL) Service (the "Service(s)"). "Lumen" is defined for purposes of this Service Schedule as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities. This Service Schedule incorporates the terms of the Master Service Agreement or other service agreement under which Lumen provides service to Customer, and if none, Lumen's standard Master Service Agreement (the "Agreement"). Lumen may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order.

1.1 Additional General Terms. Customer will pay all charges for the Service. Service charges are exclusive of taxes and presented without reduction for any Withholding Tax, all of which are the responsibility of the Customer. "Withholding Tax" means any amount or account of tax on sources of income which a payor is obliged to deduct from payments due to a recipient and account for or to any tax authority. In the event that any payment to be made to Lumen under this Service Schedule should be subject to reduction by reason of a Withholding Tax, Customer agrees to pay Lumen such amounts as would have been necessary so that the aggregate net amount received by Lumen after application of a Withholding Tax is the same amount as would have been received by Lumen if there had been no requirement to deduct or withhold such tax. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Lumen affiliate that provides the local Service(s). Such Lumen affiliate will invoice Customer or its local affiliate for the respective local Service(s).

2. Services.

2.1 Ethernet Line Service (E-Line). E-Line is a point-to-point Ethernet service that can traverse between any two UNIs. E-Line can be configured as a virtual private service called E-Line EVPL or a private service called E-Line EPL. In a VLAN aware configuration E-Line EVPL can be used as a hub and spoke architecture. It can be ordered in various bandwidth increments and specific E-Line EVC Types. The E-Line product is Metro Ethernet Forum (MEF) Carrier Ethernet (CE) 2.0 certified for both E-Line EVPL and E-Line EPL. E-Line is available with Single-CoS.

2.2 Ethernet LAN Service (E-LAN). E-LAN is a fully meshed multipoint-to-multipoint circuit between two to 50 UNIs connected by an E-LAN EVC. E-LAN can be configured as a virtual private service called EVP-LAN or a private service called EP-LAN. E-LAN EVC endpoints participate within the E-LAN Service and can be ordered in various bandwidth increments and specific E-LAN EVC Types. The E-LAN product is MEF Carrier Ethernet (CE) 2.0 certified for both EVP-LAN and EP-LAN. E-LAN is available with Single or Multi-CoS.

2.3 Ethernet Access Service (E-Access). E-Access is a point-to-point or point-to-multipoint carrier Ethernet service connecting ENNIs and W-UNIs with OVCs. E-Access can be configured as a virtual private service called E-Access EVPL or a private service called E-Access EPL. E-Access can be ordered in various bandwidth increments and specific E-Access OVC Types. The E-Access product is MEF Carrier Ethernet (CE) 2.0 certified for both E-Access EVPL and E-Access EPL. E-Access is available with Single-CoS.

2.4 Ethernet Private Line (EPL). Port-based point-to-point circuits that deliver a high degree of transparency for service frames between standard 10/100/1000 Mbps interfaces. Metro EPL Service is provided in the same metropolitan market. Intercity EPL Service is between two markets. EPL is offered in a Protected or Unprotected configuration.

2.5 Ethernet Virtual Private Line (EVPL). Point-to-point circuits that deliver a lower degree of transparency for service frames but can be ordered as a VLAN aware or as a bundled configuration. EVPL is made up of at least two UNIs and at least one EVC. In the VLAN aware configuration EVPL can be used as a hub and spoke architecture. EVPL is always delivered in a Protected configuration. Each UNI and EVC is priced separately. EVPL is available with Single-CoS.

2.6 Add-On Services and Features. As an optional Service feature available on EVPL, Customer may (at additional cost) subscribe to Performance Assurance that provides Customer with enhanced latency, data delivery, and jitter service levels, and additional reporting and monitoring capabilities. Performance Assurance is described in the separate Addendum for Performance Assurance Services.

2.7. Services from Others. Where Service is terminated Off-Net, Customer will provide Lumen with circuit facility assignment, firm order commitment and the design layout records necessary for Lumen to make cross-connections to the Off-Net carrier. Lumen's charges assume that Off-Net service: (a) will be available from Lumen's selected provider and (b) will be terminated at the minimum point of entry (MPOE) pre-determined by the Off-Net provider. If these assumptions are incorrect, additional charges may apply to either the Off-Net component or, in the case of MPOE extensions, for inside wiring provided by Lumen. Customer will provide required inside wiring if the Off-Net provider does not or cannot perform required inside wiring.

2.8. Service Levels. Service is subject to the Lumen Service Level Agreement available at www.lumen.com/service-guides and subject to change. If Lumen changes the Lumen Service Level Agreement and the change is material and detrimental, Customer may request and receive the last version of the Service Level Agreement in effect before the change.

3. Definitions. The following terms are defined for the purposes of this Service Schedule:

Class of Service (CoS) – Option for increased prioritization per EVC/OVC on the Lumen network. Single-CoS is available as Basic, Enhanced, or Premium/Dedicated, where Lumen marks all Customer traffic on an EVC/OVC. Multi-CoS is available as Low, Medium, or High, where Customer dynamically marks Customer traffic for prioritization.

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ETHERNET LINE SERVICE, ETHERNET LOCAL AREA NETWORK SERVICE, ETHERNET ACCESS SERVICE, ETHERNET PRIVATE LINE SERVICE, AND ETHERNET VIRTUAL PRIVATE LINE SERVICE (LEASE)
SERVICE SCHEDULE

Customer Commit Date - The date by which Lumen will install Service. The Customer Commit Date is established following Lumen's acceptance of a Customer Order.

End-to-end or E2E, and includes the On-Net and Off-Net access components of Services taken together.

Ethernet Virtual Connection (EVC) - Logical Ethernet service between two or more UNIs that limits the exchange of Service Frames to UNIs in the EVC.

EVC/OVC Type - a more specific configuration description of the Ethernet Service. E-Line and E-Access are available as Ethernet Virtual Private Line (EVPL) or Ethernet Private Line (EPL); E-LAN is available as Ethernet Virtual Private LAN (EVP-LAN) or Ethernet Private LAN (EP-LAN).

External Network-to-Network Interface (ENNI) - A resilient access point directly into the Lumen National Ethernet core from which next generation Ethernet products may be ordered and terminated. The ENNI is an aggregated Ethernet port where many segregated service instances are collected together for switching between two Ethernet networks and may be ordered with a single or dual handoff.

On-Net - Service provided on the network owned (or operated and controlled) by Lumen between two locations that are served directly by Lumen owned (or operated and controlled) fiber and Lumen owned equipment. Services that are not On-Net are "Off-Net".

Operator Virtual Connection (OVC) – Logical Ethernet service between Wholesale UNIs and ENNIs, where at least one end is an ENNI, which limits the exchange of Service Frames to UNIs/ENNIs in the OVC. Available only with E-Access.

Protected - Any Service that is configured generally to include a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. Services which are not Protected are "Unprotected."

Unavailable/Unavailability - Ethernet port (or the Service directly associated with such port) downtime.

User Network Interface (UNI) / Wholesale User Network Interface (W-UNI) - The physical interconnect at the Customer Metro Edge which may be ordered as a transparent or multiplexed interface.

Virtual LAN (VLAN) - A logical separation of network elements.

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OCIT AMENDMENT NUMBER 19 TO CONTRACT MA-017-16010665

Final Audit Report 2022-02-02

Created:	2022-01-28
By:	Carol Edwards (carol.edwards@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEPEe7OrWdu6Qplwh4CknOw2Z2SsYDOjw

"OCIT AMENDMENT NUMBER 19 TO CONTRACT MA-017-16010665" History

Document created by Carol Edwards (carol.edwards@lumen.com)
2022-01-28 - 8:12:21 PM GMT- IP address: 68.4.180.60

Document emailed to pomdirectorsignature@lumen.com for signature
2022-01-28 - 8:16:09 PM GMT

Email viewed by pomdirectorsignature@lumen.com
2022-01-28 - 8:25:24 PM GMT- IP address: 155.70.104.118

Document signing delegated to Alexander Khanin (alexander.khanin@lumen.com) by pomdirectorsignature@lumen.com
2022-01-31 - 5:35:38 PM GMT- IP address: 155.70.104.123

Document e-signed by Alexander Khanin (alexander.khanin@lumen.com)
Signature Date: 2022-01-31 - 5:36:17 PM GMT - Time Source: server- IP address: 155.70.104.123

Document emailed to Ely Enriquez (ely.enriquez@ocit.ocgov.com) for signature
2022-01-31 - 5:36:19 PM GMT

Email viewed by Ely Enriquez (ely.enriquez@ocit.ocgov.com)
2022-01-31 - 6:24:32 PM GMT- IP address: 104.47.65.254

Document e-signed by Ely Enriquez (ely.enriquez@ocit.ocgov.com)
Signature Date: 2022-02-02 - 6:41:03 PM GMT - Time Source: server- IP address: 47.6.123.130

Agreement completed.
2022-02-02 - 6:41:03 PM GMT

AMENDMENT NUMBER 18
TO
CONTRACT MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment Number 18 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

WHEREAS, on September 14, 2020, Contractor's ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

WHEREAS, on May 25, 2021, the Board of Supervisors approved Amendment Number 17 to extend the term of the Contract through June 30, 2023, in an amount not to exceed $2,902,575, for a revised cumulative Contract amount of $19,670,665; and

WHEREAS, the Parties now desire to issue Amendment No. 18 to amend Attachment D – County of Orange Circuit List.

NOW THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Attachment D titled, "County of Orange Circuit List" is hereby deleted and replaced in its entirety with revised Attachment D – County of Orange Circuit List, attached hereto and incorporated herein by reference.

2. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 18
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 18 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN*:

Steve Arneson	Manager - Offer Management
Print Name	Title
Steve Arneson Steve Arneson (Nov 16, 2021 12:16 CST)	Nov 16, 2021
Signature	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
	Nov 16, 2021
Signature	Date

ATTACHMENT D

COUNTY OF ORANGE CIRCUIT LIST

(See separate attachments titled, "Renewal Order Form – BAN 5-GCMRXGX_2021" and "Renewal Order Form – BAN 5-CZCR4K8P_2021")

CERTIFICATE OF THE ASSISTANT SECRETARY
OF
CENTURYLINK COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof, solely in her capacity as an officer of the CenturyLink Communications, LLC, that:

1. That I am Assistant Secretary of CenturyLink Communications, LLC, a Delaware Limited Liability Company (the "**Company**").

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Stephen Arneson is employed by the Company or one of the affiliates as Manager – Offer Management and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation's policies. This authority shall terminate on December 1, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 14th day of December 2020.

Joan E. Randazzo, Assistant Secretary
CenturyLink Communications, LLC

AMENDMENT NUMBER 17
TO
CONTRACT MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment Number 17 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby

increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

WHEREAS, on September 14, 2020, Contractor's ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

WHEREAS, as authorized by the Board of Supervisors, the Parties now desire to issue Amendment No. 17 to extend the term of the Contract through June 30, 2023, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and amend Attachment D – County of Orange Circuit List.

NOW THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Under Additional Terms and Conditions, Article 28(c) is hereby deleted and replaced in its entirety, incorporated herein by reference, with the following:

> "c. "New Services" mean Services that are (1) not Existing Services or Transferred Services; (2) are substantially similar to the categories, types, and nature of Services described in Attachment A (SOW) and Attachment C – Service Schedules; and (3) purchased through a Service Order after the Effective Date of this Amendment Number 17"

2. This Amendment No. 17 shall be effective July 1, 2021 ("Effective Date"). The term of the Contract shall be extended through June 30, 2023, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed June 30, 2023 and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond June 30, 2023 unless this Contract is amended in writing and approved by the County's Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond June 30, 2023 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the

right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind.

3. Attachment A titled, "Scope of Work" is hereby deleted and replaced in its entirety with revised Attachment A, attached hereto and incorporated herein by reference.

4. Attachment B titled, "Cost/Compensation for Contract Services" is hereby deleted and replaced in its entirety with revised Attachment B (Cost/Compensation), attached hereto and incorporated herein by reference.

5. Attachment D titled, "County of Orange Circuit List" is hereby deleted and replaced in its entirety with revised Attachment D – County of Orange Circuit List 2021, attached hereto and incorporated herein by reference.

6. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 17
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 17 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN*:

Susan Baker	Manager-Offer Management
Print Name	Title
Susan Baker Susan Baker (Apr 28, 2021 10:57 MDT)	Apr 28, 2021
Signature	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
	5/25/2021
Signature	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

Print Name	Title
	4·30·21
Signature	Date

ATTACHMENT A
As revised per Amendment Number 17

SCOPE OF WORK

I. Contractor's Responsibilities

A. Services

1. Existing Services and Transferred Services

Contractor shall provide the Existing Services and Transferred Services listed in Attachment D (County of Orange Circuit List) including, but not limited to, the Services described in the following Service Schedules attached as Attachment C – Service Schedules hereto and hereby incorporated herein by reference:

1. Level 3 Internet Service
2. Level 3 Enterprise Voice SIP Based Service
3. Level 3 MPLS (IPVPN AND VPLS) VPN Service
4. Level 3 Managed Network Service
5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
6. Level 3 Enterprise Voice TDM Based Service

Contractor shall provide the Existing Services from July 1, 2021 to June 30, 2023. Contractor shall provide the Transferred Services from July 1, 2021 to June 30, 2023.

For sake of clarity, Contractor shall provide all Services under the Contract in accordance with the Service Schedules, and Service Level Agreements attached as Attachment C – Service Schedules.

As a component of Existing Services and Transferred Services, Level 3's account representatives, who may use CenturyLink branding in emails and communications with the County, are authorized to act on behalf of Level 3 and will perform account management services, as needed, to the County for all Services provided under the Contract and perform all necessary actions to ensure Contractor's performance of the Contract.

2. New Services

Contractor shall provide all New Services requested by the County following execution of a duly executed Service Order at any time on or after the Effective Date according to the terms, requirements, and specifications of the Contract including, but not limited to, Attachment C – Service Schedules.

B. Security

Contractor shall provide detailed documentation outlining security polices/procedures, "Best Practices", and technologies that are implemented in the proposed service offering to increase security and mitigate risk.

C. Network and Transport Monitoring

1. Contractor shall provide a method for on-line monitoring by the County of all proposed circuits.
2. Contractor shall provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis.
3. Contractor shall provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible website is preferred for County access to Contractor transport statistics and information.

D. Transition, Testing and Acceptance

No payments shall be made until the County has determined that successful testing of each circuit and integration with the County network is operational for New Services. Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum, these testing and acceptance criteria shall include pre-acceptance uptime periods and throughput validation methodologies. Testing and acceptance criteria will not apply to any Existing Services.

E. Additional Contractor Requirements

1. Contractor shall provide full, 24 hours by 7 days a week support, including telephone support (i.e. help desk) and maintenance of communication links, if applicable.
2. Contractor shall coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor shall provide any necessary equipment to initiate new services at a given location.
4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. County Telecommunications and Data Services Request Procedure

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the Chief Information Officer (CIO), Orange County Information Technology (OCIT). No work is to be performed at any County owned or occupied facility without direct written authorization from the CIO or designee; no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of the County Project Manager. The County uses a Telephone Services Request (TSR) or Service Order for all services requested from Contractor. The TSR or Service Order will indicate the installation address and the billing address, which may or may not be the same. No work is to be performed at any County owned or occupied facility without an approved TSR or Service Order from the CIO or designee; no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from CIO or designee. Failure to comply with these instructions may lead to termination of the Contract. Additionally, if the Contractor installs any transport Circuits without an approved TSR or Service Order from the CIO or designee at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service, Contractor's Project Manager shall notify, in writing, the CIO or designee for consultation and written approval or denial of the work. All services are to be coordinated using the outlined methods, and through the CIO or designee only. Contractor shall process and complete the County's Circuit Disconnect Request(s) upon the earlier of (1) 30 days after receipt of the

County's Circuit Disconnect Request that requests immediate disconnection or termination; or (2) on the date specified as the date upon which the Services or transport circuit should be disconnected or terminated. The only acceptable method to proceed with work is an authorized TSR or Service Order executed by the CIO or designee. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor. The Telephone Service Request (TSR) or Service Order process is as follows:

1. County Project Manager is responsible for processing and tracking the TSR or Service Order and will be the single point of contact for any service.
2. County Project Manager will notify the Contractor of a pending TSR or Service Order.
3. Contractor will receive the TSR or Service Order via telephone or email from the County Project Manager and arrive at the job site on the due date to perform the work.
4. Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
5. Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the County contact when work is completed.
6. Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR or Service Order and Contract number. Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated. Except for new employees added by Contractor after the Effective Date of this Amendment 16, Contractor is in compliance with this background check requirement for all locations that Services will be provided that are listed on Attachment D and/or other Existing Services or Transferred Services locations.

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ATTACHMENT B
As revised per Amendment No. 17

COST/COMPENSATION

I. Compensation

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties. Contractor shall be entitled to earn compensation for providing Existing Services from July 1, 2021 through June 30, 2023. Contractor shall be entitled to earn compensation for providing New Services, if any, from July 1, 2021 through June 30, 2023.

II. Contract Limits

A. Contract Not to Exceed Limit

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period May 7, 2019 through June 30, 2023 shall be the "Contract Not to Exceed Limit" set forth below. Contractor shall perform the Existing Services and Transferred Services, and each component thereof, for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List 2021) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract from July 1, 2021 to June 30, 2023 may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

Description	Total Monthly Recurring Charges (MRC)	Term (Months)	Total Not To Exceed Amount for the Time Period from July 1, 2021 to June 30, 2023
Existing Services: The total Monthly Recurring Charges for Existing Services shall not exceed $105,779.35 per month, as described in Attachment D (County of Orange Circuit List 2021), Existing Services Tab, column N, row 891.	$105,779.35	24 (July 1, 2021 to June 30, 2023)	$2,538,704.40
Reserved Dollars	To be determined	To be determined	$100,000.00
		Subtotal:	$2,638,704.40
		Estimated Taxes, Surcharges and Fees:	$263,870.44
		Contract Not to Exceed Limit from July 1, 2021 to June 30, 2023:	**$2,902,574.84**

B. Reserved Dollars

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount (not including applicable taxes, surcharges, and fees), payable by County for New Services during the Contract period July 1, 2021 through June 30, 2023 shall be the Reserved Dollars amount set forth below.

Reserved Dollars for New Services
$100,000.00 **(excludes estimated taxes, surcharges and fees)**

III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

(a) Any "Service Level" commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County's request, except that credits will not be provided for Excused Outages. Contractor's maintenance log and trouble ticketing systems are used to calculate Service Level events.

(b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County will utilize the My Level3 Customer Portal at www.customerportal.level3.com to deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.

(c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

IV. Payment Terms:

Non-Recurring Charges (NRC): Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Monthly Recurring Charges (MRC): Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an

acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided, that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

V. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Attn: Accounts Payable

Or

Via email: ocitaccountspayable@ocit.ocgov.com

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

ATTACHMENT C

SERVICE SCHEDULES

(See attachment titled, "Level 3 and CenturyLink Service Schedules/ Service Level Agreements")

ATTACHMENT D

COUNTY OF ORANGE CIRCUIT LIST

(See attachment titled, "County of Orange Circuit List 2021")

AMENDMENT NO. 16
TO
CONTRACT NO. MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment No. 16 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A CenturyLink, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby

increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, Level 3 filed a "DBA" in Sacramento County, CA on August 6th, 2018, indicating that Level 3 will do business as "CenturyLink", and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

WHEREAS, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed $2,039,664.00, for a revised cumulative contract amount of $6,833,291.71; and

WHEREAS, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement ("Assignment, Transfer, and Assumption Agreement") wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

WHEREAS, as authorized by the Board of Supervisors, the Parties now desire to issue Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List.

NOW THEREFORE, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Under Additional Terms and Conditions, the following articles shall be incorporated herein by reference:

"28. Additional Definitions

a. "Existing Services" means the Services, products, and circuits described in Attachment D (County of Orange Circuit List) tab titled "Existing Services Tab" that include the Services, products, and circuits Contractor has provided and will continue to provide directly to the County; and as described in the following Service Schedules, as applicable, attached as Attachment C ("Attachment C – Service Schedules") hereto and incorporated herein by reference:

   1. Level 3 Internet Service
   2. Level 3 Enterprise Voice SIP Based Service
   3. Level 3 MPLS (IPVPN AND VPLS) VPN Service
   4. Level 3 Managed Network Service
   5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
   6. Level 3 Enterprise Voice TDM Based Service

b. "Transferred Services" means the Services, products, and circuits described in Attachment D (County of Orange Circuit List) tab titled "Transferred Services Tab" and transferred by the County's third party vendor, Atos Governmental IT Services, LLC, to the County that Contractor shall provide directly to the County as of the July 1, 2019 (as opposed to providing the Services to Atos Governmental IT Outsourcing Services, LLC); and as described in the following Attachment C – Service Schedules, as applicable:

1. Level 3 Internet Service
2. Level 3 Enterprise Voice SIP Based Service
3. Level 3 MPLS (IPVPN AND VPLS) VPN Service
4. Level 3 Managed Network Service
5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
6. Level 3 Enterprise Voice TDM Based Service

c. "New Services" mean Services that are (1) not Existing Services or Transferred Services; (2) are substantially similar to the categories, types, and nature of Services described in Attachment A (SOW) and Attachment C – Service Schedules; and (3) purchased through a Service Order after the Effective Date of this Amendment Number 16.

d. "Reserved Dollars" shall mean, absent an amendment to the Contract approved by the County Board of Supervisors in accordance with the terms of the Contract, the maximum monetary amount payable by County under this Contract in connection with the provision of New Services provided under the Contract.

e. "Commitment Term" means the time period running from the Circuit Install Date through and including the Circuit Expiration Date.

f. "Circuit Install Date" means the date the Service and/or circuit is fully installed and fully operational from the County's perspective. Contractor is authorized to charge for the Service and/or circuit on the Circuit Install Date, but not before.

g. "Circuit Expiration Date" means the date specified for each Service and/or circuit described in Attachment D (County of Orange Circuit List), column Q that represents the date until which the County must pay the specified Monthly Recurring Charges for each specific Service and/or circuit, or any portion thereof, unless otherwise agreed to by the Parties under the terms of the Contract. After the Circuit Expiration Date, all Services and circuits will continue on a month to month basis and will constitute Month-to-Month Services (defined below) until the earlier of (1) the County's disconnection or termination of the Service or circuit; or (2) expiration of this Contract.

h. "Month-to-Month Services" means any Services, or any portion thereof, for which the applicable Circuit Expiration Date has passed that Contractor shall continue to perform until the County disconnects or terminates such Services, or this Contract expires.

i. "Monthly Recurring Charges" or "Monthly Recurring Charge" means the compensation for monthly recurring Services, or any portion thereof, provided by Contractor under the Contract, as specified in Attachment D (County of Orange Circuit List), column N, and in duly executed Service Orders for New Services, if any.

j. "Non-Recurring Charges" or "Non-Recurring Charge" means the compensation for non-recurring Services, or any portion thereof, provided by Contractor under the Contract including, but not limited to, charges for initial set up of Services, as specified in any duly executed Service Order, if any.

k. "Circuit Disconnect Request" means the County's written request to disconnect and/or terminate any Services, products, or circuits, or any portion of the foregoing, that states (1) the Service(s),

product(s), or circuit(s) to be disconnected and/or terminated; and (2) the date upon which the Service(s), product(s), or circuit(s) shall be disconnected and/or terminated after the applicable notice period. The County may provide Contractor with a Circuit Disconnect Request via email or Service Order by providing at least 30 days advance written notice.

l. "Taxes, Surcharges and Fees" means all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges whether imposed on Level 3 or a Level 3 affiliate, along with similar charges stated in Attachment C – Service Schedules (collectively "Taxes and Fees").

2. This Amendment No. 16 shall be effective May 7, 2019 ("Effective Date"). The term of the Contract shall be extended through June 30, 2021, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed June 30, 2021 and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond June 30, 2021 unless this Contract is amended in writing and approved by the County's Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond June 30, 2021 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind. The obligations, covenants, agreements and duties of County under this Amendment No. 16 for Transferred Services are conditional upon and shall not come into effect unless and until Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC have duly executed the Assignment, Transfer, and Assumption Agreement. Provided Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC have duly executed the Assignment, Transfer, and Assumption Agreement before July 1, 2019, Contractor shall begin providing the Transferred Services as of July 1, 2019. All Transferred Services will automatically terminate if Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC have not duly executed the Assignment, Transfer, and Assumption Agreement before July 1, 2019, without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind. If the Assignment, Transfer, and Assumption Agreement is not executed prior to July 1, 2019, Contractor will continue to provide the Existing Services and any such failure to execute the Assignment, Transfer, and Assumption Agreement will not affect Contractor's obligations to provide the Existing Services.

3. Under General Terms and Conditions, Article "K" entitled, "Termination" as amended in Amendment Number 9 to the Contract dated November 5, 2013, shall be modified by adding the following text after the last sentence of the first paragraph:

"After the County provides 30 days' written notice to Contractor, the County shall have the right to terminate without cause individual Services, including but not limited to Existing Services, Transferred Services, and New Services, products, or circuits, and any portion of the foregoing, under the Contract without terminating the Contract in its entirety and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind except as follows:

A. Circuit Expiration Date Passed/Monthly Services: For any Services, products, and circuits including, but not limited to, Existing Services and Transferred Services listed on Attachment D (County of Orange Circuit List) that have a Circuit Expiration Date prior to the Effective Date of

Amendment Number 16 or a Circuit Expiration Date that has passed as of the time of disconnection or termination, those Services shall not be subject to termination liability under Paragraph "K" of the Contract and will be treated as, and constitute, a Month-to-Month Service. The County shall have the right to disconnect or terminate any such Month-to-Month Service(s), at any time, without cause, and without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind other than full payment of the applicable Monthly Recurring Charges up to the date that County has provided applicable notice for such Service(s), product(s) or circuit(s) to be disconnected or terminated. The County shall have the right to disconnect and terminate the Service(s), product(s), or circuit(s), or any portion thereof, by providing Contractor with (1) any form of written notice of the County's intention to terminate any such Services, or any portion thereof with at least 30 days prior written notice; or (2) expiration or termination of this Contract.

B. Existing Services and Transferred Services With Ongoing Commitment Term: For Existing Services and Transferred Services that are listed in Attachment D (County of Orange Circuit List) that have a Circuit Expiration Date that has not yet passed as of the time of disconnection or termination, in the event the County desires to disconnect or terminate such Existing Services, or any portion thereof, the County shall either (1) pay Contractor the applicable Monthly Recurring Charges for the disconnected or terminated Services, products, or circuits up through and including the Circuit Expiration Date (if the Circuit Expiration Date has passed, such Services and circuits may be disconnected or terminated without payment of any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind); or (2) avoid any termination charges or other financial obligations related to disconnection or termination of the Services and/or circuits described in the foregoing section 3(B)(1) by ordering, within 30 days' of the disconnection or termination, new Services, products, or circuits that have Monthly Recurring Charges the sum of which (Monthly Recurring Charge X number of months until Circuit Expiration Date as reflected in Service Order or amended Attachment D = sum of charges for the New Services) are equal to or greater than the sum of the applicable Monthly Recurring Charges for the Services, products, or circuits terminated (Monthly Recurring Charge X number of months until the Circuit Expiration Date, as reflected in Attachment D (County of Orange Circuit List), column Q = sum of charges terminated). The Parties agree that after the Circuit Expiration Date, Existing Services will continue on a month to month basis and will constitute Monthly Services until the County disconnects or terminates the Services or the expiration or termination of this Contract, whichever is earlier.

C. Consecutive Outages: County may elect to terminate an affected Service including, but not limited to, New Services, Existing Services, Transferred Services, any product or service described in Attachment C – Service Schedules, and if applicable an affected Converged Voice-Internet Service at any time (e.g. prior to the end of the Service Term, Commitment Term, and/or Circuit Expiration Date) without termination liability, fee, cost, obligation, charge, or other expense of any kind, if, for reasons other than an Excused Outage, such Service becomes Unavailable (a) twice during a 30-day period, and becomes Unavailable a third time within 30 days following the second event; or (b) more than 24 hours in the aggregate in any calendar month. "Unavailable" means that a Service is not usable by County for a 60 consecutive minute period, and each period of unavailability counts for a single event, e.g., a 6 hour consecutive period is one period of unavailability. County must open a trouble ticket with Contractor pursuant to Contractor's systems for each instance that a Service is Unavailable. County shall have the right, but not the obligation, to terminate such Service that is Unavailable as described above, after County, in a written notice to Contractor: (1) identifies the repeat periods that a Service was Unavailable; (2) gives Contractor 30 days' written notice to cure the root cause of the

repeat causes of the Service being Unavailable; and (3) exercises its right to terminate the affected Service(s) under this Section, in writing, within 30 days after the County determines Contractor failed to cure the root cause. For clarification, termination of a Converged Voice-Internet Service will result in termination of all applicable Services bundled together as the Converged Voice-Internet Service under the Order. As of the effective date of Amendment 16, no periods of Unavailability exist for Transferred Services. The termination rights provided for in this section, are in addition to, and cumulative of, all other remedies at law, in equity or provided under this Agreement and are nonexclusive in nature."

4. Under General Terms and Conditions, Paragraph "S" entitled, "Change of Ownership", shall be amended by adding the following:

"Contractor agrees that Contractor may not assign this Agreement to any party without the express written consent of the County, which will not be unreasonably withheld, provided that Contractor may assign this Contract in conjunction the sale of all or substantially all of Contractor's assets. If there is an assignment prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County, per any agreed upon assignment and assumption agreement.

In addition, Contractor has the duty to notify the County within 30 days in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County within 30 days in writing if the Contractor becomes a party to any litigation against the County, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation against the County, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties."

5. Under Additional Terms and Conditions, Article 4 entitled, "Precedence", shall be deleted in its entirety and replaced with the following:

"**4. Precedence:** This Contract and its attachments (A—D) shall be read to be consistent and complementary. In the event of any inconsistency between the articles, attachments, provisions, Service Orders which constitute this Contract, the following descending order of precedence shall apply:

a. The terms and conditions of the body of the Contract, including all of its amendments;
b. Attachment A – Scope of Work;

c. Attachment B – Cost/Compensation;
d. Attachment C – Service Schedules;
e. Attachment D – County of Orange Circuit List; and
f. Duly executed Service Orders."

6. Under Additional Terms and Conditions, Article 18 entitled, "Incorporation", shall be deleted in its entirety and replaced with the following:

"**18. Incorporation:** This Contract, its Attachments A through D, and blank form Exhibit I are attached hereto and incorporated by reference and made a part of this Contract."

7. Under Additional Terms and Conditions, the following articles shall be incorporated herein by reference:

"**29. Counterparts:** This Contract may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same agreement. This Contract shall be deemed executed and binding upon the Parties when at least one counterpart bears the signature of each Party's authorized signatory or signatories."

"**30. Delegated Authority:** Subject to and limited by the Reserved Dollars and Contract Not to Exceed Limit set forth in Attachment B (Cost/Compensation), Section II, the County's Chief Information Officer ("CIO") and his or her designees shall have the full authority of County to execute Service Orders, Circuit Disconnect Requests, and other written notices to add, modify, disconnect, and terminate Existing Services, Transferred Services, New Services, Services described in Attachment A (SOW) for existing or new County locations, and other Services, products, or circuits under the Contract, or any portion thereof. The foregoing delegated authority includes the authority to approve Monthly Recurring Charges, Non-Recurring Charges, other expenses, and the operational details for Service Orders and Circuit Disconnect Requests, all subject to and limited by the Reserved Dollars and Contract Not to Exceed Limit set forth in Attachment B (Cost Compensation). For the avoidance of doubt, the County's CIO is not authorized to execute any amendment to this Contract without the explicit approval of the County's Board of Supervisors."

8. Attachment A titled, "Scope of Work" is hereby deleted and replaced in its entirety with revised Attachment A, attached hereto and incorporated herein by reference.

9. Attachment B titled, "Cost/Compensation for Contract Services" is hereby deleted and replaced in its entirety with revised Attachment B (Cost/Compensation), attached hereto and incorporated herein by reference.

10. Attachment C titled, "Staffing Plan" is hereby deleted and replaced in its entirety with revised Attachment C – Service Schedules, attached hereto and incorporated herein by reference.

11. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 16
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 16 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC, D/B/A CENTURYLINK*:

Dwight E. Steiner	Vice President & Deputy General Counsel
Print Name	Title
Signature	April 16, 2019
	Date
Susan Baker	Manager - Offer Mgmt
Print Name	Title
Susan Baker	4/16/2019
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

GUY GUNIGUEZ	Deputy Purchasing Agent
Print Name	Title
Signature	5/7/2019
	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

John Cleveland	Senior Deputy County Counsel
Print Name	Title
John Cleveland	4/16/19
Signature	Date

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CERTIFICATE OF THE ASSISTANT SECRETARY
OF
LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof that:

1. That I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the "**Company**").

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Susan K. Baker is employed by the Company or one of the affiliates as Manager Offer Management and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation's policies. This authority shall terminate on February 1, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 13th day of February 2019.

Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC

ATTACHMENT A
As revised per Amendment Number 16

SCOPE OF WORK

I. Contractor's Responsibilities

A. Services

1. Existing Services and Transferred Services

Contractor shall provide the Existing Services and Transferred Services listed in Attachment D (County of Orange Circuit List) including, but not limited to, the Services described in the following Service Schedules attached as Attachment C – Service Schedules hereto and hereby incorporated herein by reference:

1. Level 3 Internet Service
2. Level 3 Enterprise Voice SIP Based Service
3. Level 3 MPLS (IPVPN AND VPLS) VPN Service
4. Level 3 Managed Network Service
5. Level 3 Ethernet Private Line Service, Ethernet Virtual Private Line Service, Ethernet Line and Ethernet Access Service (Lease)
6. Level 3 Enterprise Voice TDM Based Service

Contractor shall provide the Existing Services from May 7, 2019 to June 30, 2021. Contractor shall provide the Transferred Services from July 1, 2019 to June 30, 2021.

For sake of clarity, Contractor shall provide all Services under the Contract in accordance with the Service Schedules, and Service Level Agreements attached as Attachment C – Service Schedules.

As a component of Existing Services and Transferred Services, Level 3's account representatives, who may use CenturyLink branding in emails and communications with the County, are authorized to act on behalf of Level 3 and will perform account management services, as needed, to the County for all Services provided under the Contract and perform all necessary actions to ensure Contractor's performance of the Contract.

2. New Services

Contractor shall provide all New Services requested by the County following execution of a duly executed Service Order at any time on or after the Effective Date according to the terms, requirements, and specifications of the Contract including, but not limited to, Attachment C – Service Schedules.

B. Security

Contractor shall provide detailed documentation outlining security polices/procedures, "Best Practices", and technologies that are implemented in the proposed service offering to increase security and mitigate risk.

C. Network and Transport Monitoring

1. Contractor shall provide a method for on-line monitoring by the County of all proposed circuits.
2. Contractor shall provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis.
3. Contractor shall provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible website is preferred for County access to Contractor transport statistics and information.

D. Transition, Testing and Acceptance

No payments shall be made until the County has determined that successful testing of each circuit and integration with the County network is operational for New Services. Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum, these testing and acceptance criteria shall include pre-acceptance uptime periods and throughput validation methodologies. Testing and acceptance criteria will not apply to any Existing Services.

E. Additional Contractor Requirements

1. Contractor shall provide full, 24 hours by 7 days a week support, including telephone support (i.e. help desk) and maintenance of communication links, if applicable.
2. Contractor shall coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor shall provide any necessary equipment to initiate new services at a given location.
4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. County Telecommunications and Data Services Request Procedure

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the Chief Information Officer (CIO), Orange County Information Technology (OCIT). No work is to be performed at any County owned or occupied facility without direct written authorization from the CIO or designee; no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of the County Project Manager. The County uses a Telephone Services Request (TSR) or Service Order for all services requested from Contractor. The TSR or Service Order will indicate the installation address and the billing address, which may or may not be the same. No work is to be performed at any County owned or occupied facility without an approved TSR or Service Order from the CIO or designee; no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from CIO or designee. Failure to comply with these instructions may lead to termination of the Contract. Additionally, if the Contractor installs any transport Circuits without an approved TSR or Service Order from the CIO or designee at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service, Contractor's Project Manager shall notify, in writing, the CIO or designee for consultation and written approval or denial of the work. All services are to be coordinated using the outlined methods, and through the CIO or designee only. Contractor shall process and complete the County's Circuit Disconnect Request(s) upon the earlier of (1) 30 days after receipt of the

County's Circuit Disconnect Request that requests immediate disconnection or termination; or (2) on the date specified as the date upon which the Services or transport circuit should be disconnected or terminated. The only acceptable method to proceed with work is an authorized TSR or Service Order executed by the CIO or designee. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor. The Telephone Service Request (TSR) or Service Order process is as follows:

1. County Project Manager is responsible for processing and tracking the TSR or Service Order and will be the single point of contact for any service.
2. County Project Manager will notify the Contractor of a pending TSR or Service Order.
3. Contractor will receive the TSR or Service Order via telephone or email from the County Project Manager and arrive at the job site on the due date to perform the work.
4. Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
5. Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the County contact when work is completed.
6. Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR or Service Order and Contract number. Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated. Except for new employees added by Contractor after the Effective Date of this Amendment 16, Contractor is in compliance with this background check requirement for all locations that Services will be provided that are listed on Attachment D and/or other Existing Services or Transferred Services locations.

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ATTACHMENT B
As revised per Amendment No. 16

COST/COMPENSATION

I. Compensation

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties. Contractor shall be entitled to earn compensation for providing Existing Services from May 7, 2019 through June 30, 2021. Contractor shall be entitled to earn compensation for providing Transferred Services from July 1, 2019 through June 30, 2021. Contractor shall be entitled to earn compensation for providing New Services, if any, from May 7, 2019 through June 30, 2021.

II. Contract Limits

A. Contract Not to Exceed Limit

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period May 7, 2019 through June 30, 2021 shall be the "Contract Not to Exceed Limit" set forth below. Contractor shall perform the Existing Services and Transferred Services, and each component thereof, for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract from May 7, 2019 to June 30, 2021 may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

Description	Total Monthly Recurring Charges (MRC)	Term (Months)	Total Not To Exceed Amount for the Time Period from May 7, 2019 to June 30, 2021
Existing Services: The total Monthly Recurring Charges for Existing Services shall not exceed $15,738.85 per month, as described in Attachment D (County of Orange Circuit List), Existing Services Tab, column N, row 24.	$15,738.85	26 (May 7, 2019 to June 30, 2021)	$409,210.10

Transferred Services: The total Monthly Recurring Charges for Transferred Services shall not exceed $366,354.04 per month, as described in Attachment D (County of Orange Circuit List), Tab B – Transferred Services, column N, row 583.	$366,354.04	24 (July 1, 2019 to June 30, 2021)	$8,792,496.96
Reserved Dollars	To be determined	To be determined	$1,357,200.00
		Subtotal:	$10,558,907.06
		Estimated Taxes, Surcharges and Fees:	$1,055,890.71
		Contract Not to Exceed Limit from May 7, 2019 to June 30, 2021:	**$11,614,797.77**

B. Reserved Dollars

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount (not including applicable taxes, surcharges, and fees), payable by County for New Services during the Contract period May 7, 2019 through June 30, 2021 shall be the Reserved Dollars amount set forth below.

Reserved Dollars for New Services
$1,357,200 **(excludes estimated taxes, surcharges and fees)**

III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

(a) Any "Service Level" commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County's request, except that credits will not be provided for Excused Outages. Contractor's maintenance log and trouble ticketing systems are used to calculate Service Level events.

(b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County will utilize the My Level3 Customer Portal at www.customerportal.level3.com to deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.

(c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

IV. Payment Terms:

Non-Recurring Charges (NRC): Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance

testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Monthly Recurring Charges (MRC): Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided, that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

V. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1055 N. Main Street, 6th Floor
Santa Ana, CA 92701
Attn: Accounts Payable

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

ATTACHMENT C

SERVICE SCHEDULES

(See attachment titled, "Level 3 and CenturyLink Service Schedules/ Service Level Agreements")

ATTACHMENT D

COUNTY OF ORANGE CIRCUIT LIST

(See attachment titled, "County of Orange Circuit List")

AMENDMENT NO. 15
TO
CONTRACT NO. MA-017-16010665
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment No. 15 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-10011150, formerly N1000008297) ("Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC ("Contractor"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, "Scope of Work for Wide Area Network Transport Services"; and

WHEREAS, the Parties now desire to amend the Contract to amend Attachment B – Cost/Compensation and extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019.

NOW THEREFORE, the Parties mutually agree as follows:

1. The term of the Contract is extended for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, unless otherwise terminated by County.

2. The total contract amount for the period June 14, 2018 through June 13, 2019 shall not exceed $2,039,664.00.

3. In Attachment B titled, "Cost/Compensation for Contract Services" is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

4. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 15
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 15 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Leslie A. Tabb	Vice President, Deputy General Counsel
Print Name	Title
Signature	5/8/18
	Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
Signature	6/12/2018
	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

Gohar Zendich	Deputy County Counsel
Print Name	Title
Signature For Brittany McLean	5/9/18
	Date

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CERTIFICATE OF THE ASSISTANT SECRETARY
OF
LEVEL 3 COMMUNICATIONS, LLC

The undersigned, Joan E. Randazzo, Assistant Secretary, hereby certifies as of the date hereof that:

1. That I am Assistant Secretary of Level 3 Communications, LLC, a Delaware Limited Liability Company (the "**Company**").

2. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware.

3. That as of the date of this certificate, Leslie Tabb is employed by the Company or one of the affiliates as Vice President/Deputy General Counsel and, has the authority to execute on behalf of the Company any and all documents, as long as such action are consistent with the Corporation's policies. This authority shall terminate on May 1, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand of the Corporation this 7th day of May, 2018.

Joan E. Randazzo, Assistant Secretary
Level 3 Communications, LLC

ATTACHMENT B
As revised per Amendment No. 15

COST/COMPENSATION

I. **Compensation:**

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. **Cost:**

A. Pricing Table for the Contract period June 14, 2018 through June 13, 2019:

OCIT Circuits							
Item	**Service ID**	**Type**	**Circuit ID**	**From Address**	**To Address**	**Qty**	**Total Monthly Cost**
1	11441502	1 GigE	46/KFFN/101417/TWCS 46/KFFN/101418/TWCS	1400 S. Grand	301 The City Dr. South	1	$3,715.20
2	11456557	1 GigE	46/KFFN/101420/TWCS 46/KFFN/101419/TWCS	1400 S. Grand	1275 Berkeley Ave.	1	$3,715.20
3	12145544	1 GigE	46/KFFN/101429/TWCS 46/KFFN/101426/TWCS	1400 S. Grand	4601 Jamboree Rd.	1	$3,715.20
					OCIT Circuits Monthly Subtotal:		$11,145.60
Public Defender Circuits							
Item	**Service ID**	**Type**	**Circuit ID**	**From Address**	**To Address**	**Qty**	**Total Monthly Cost**
4	PD	1 GigE	Cloud Connect for Microsoft Azure	Sunnyvale, CA	1400 S. Grand	1	$990.00
5	PD	1 GigE	Cloud Connect for Microsoft Azure	Sunnyvale, CA	1400 S. Grand	1	$990.00
6	PD	1 GigE	Direct Internet Access	1400 S. Grand	OCPD	1	$2,614.70
					Public Defender Monthly Subtotal:		$4,594.70
					Total Monthly Subtotal:		$15,740.30
					Estimated Taxes, Surcharges & Fees:		$1,731.43
					Total Monthly Charges effective June 14, 2018 through June 13, 2019:		$17,471.73
					Total Not to Exceed Amount for the period June 14, 2018 through June 13, 2019:		$209,660.80

III. Additional County Locations/Circuits

The County may add or delete circuits as needed during the additional Contract period June 14, 2018 through June 13, 2019. The Deputy Purchasing Agent (DPA) has the authority to issue amendments to add or delete such circuits up to a total amount not to exceed of $2,039,664.00.

IV. Fee Reductions

Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No Credit
1 minute up to 4 hours	5% of the Monthly Recurring Charge (MRC)
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

V. Payment Terms:

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1501 E. St. Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

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AMENDMENT NO. 14
TO
CONTRACT NO. MA-017-16010665
(FORMERLY MA-017-16010655)
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment, hereinafter referred to as "Amendment No. 14", to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297), hereinafter referred to as "Contract", is made and entered into by the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, hereinafter referred to as "Contractor", with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869, with County and Contractor sometimes individually referred as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B.- Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed $209,660.80, for a revised cumulative contract amount of $4,793,627.71; and

WHEREAS, the Parties now desire to amend the Contract to revise the site address for Public Defender Circuits.

NOW THEREFORE, the Parties mutually agree as follows:

1. In Attachment A titled, "Scope of Work for Wide Area Network Transport Services", the additional table added to the end of the Attachment as new Paragraph G titled, "Contracted Circuits", shall be deleted in its entirety and replaced with the following.

OCIT Circuits					
Item	**Circuit Label**	**Type**	**Circuit ID**	**From Address**	**To Address**
1	11441502	1 GigE	46/KFFN/101417/TWCS 46/KFFN/101418/TWCS	1400 S. Grand	301 The City Dr. South
2	11456557	1 GigE	46/KFFN/101420/TWCS 46/KFFN/101419/TWCS	1400 S. Grand	1275 Berkeley Ave.
3	12145544	1 GigE	46/KFFN/101429/TWCS 46/KFFN/101426/TWCS	1400 S. Grand	4601 Jamboree Rd.
Public Defender Circuits					
Item	**Circuit Label**	**Type**	**Circuit ID**	**From Address**	**To Address**
4	PD	1 GigE	Cloud Connect for Microsoft Azure	Sunnyvale, CA	1400 S. Grand
5	PD	1 GigE	Cloud Connect for Microsoft Azure	Sunnyvale, CA	1400 S. Grand
6	PD	1 GigE	Direct Internet Access	1400 S. Grand	OCPD

2. In Attachment B titled, "Cost/Compensation for Contract Services" is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

3. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 14
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 14 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Dwight E. Steiner	Vice President & Asst. General Counsel
Print Name	Title
Signature	Aug. 16, 2017 Date
Print Name	Title
Signature	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
Signature	8/16/2017 Date

ATTACHMENT B

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

A. Pricing Table for the Contract period June 14, 2017 through June 13, 2018:

OCIT Circuits							
Item	**Service ID**	**Type**	**Circuit ID**	**From Address**	**To Address**	**Qty**	**Total Monthly Cost**
1	11441502	1 GigE	46/KFFN/101417/TWCS 46/KFFN/101418/TWCS	1400 S. Grand	301 The City Dr. South	1	$3,715.20
2	11456557	1 GigE	46/KFFN/101420/TWCS 46/KFFN/101419/TWCS	1400 S. Grand	1275 Berkeley Ave.	1	$3,715.20
3	12145544	1 GigE	46/KFFN/101429/TWCS 46/KFFN/101426/TWCS	1400 S. Grand	4601 Jamboree Rd.	1	$3,715.20
					OCIT Circuits Monthly Subtotal:		$11,145.60
Public Defender Circuits							
Item	**Service ID**	**Type**	**Circuit ID**	**From Address**	**To Address**	**Qty**	**Total Monthly Cost**
4	PD	1 GigE	Cloud Connect for Microsoft Azure	Sunnyvale, CA	1400 S. Grand	1	$990.00
5	PD	1 GigE	Cloud Connect for Microsoft Azure	Sunnyvale, CA	1400 S. Grand	1	$990.00
6	PD	1 GigE	Direct Internet Access	1400 S. Grand	OCPD	1	$2,614.70
					Public Defender Monthly Subtotal:		$4,594.70
					Total Monthly Subtotal:		$15,740.30
					Estimated Taxes, Surcharges & Fees:		$1,731.43
					Total Monthly Charges effective June 14, 2017 through June 13, 2018:		$17,471.73
					Total Not to Exceed Amount for the period June 14, 2017 through June 13, 2018:		$209,660.80

III. Additional County Locations/Circuits

The County may add or delete circuit locations during the term of this Contract. The Contract may be amended as set forth in Paragraph "C" under the General Terms and Conditions of this Contract.

IV. Fee Reductions

Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No Credit
1 minute up to 4 hours	5% of the Monthly Recurring Charge (MRC)
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

V. Payment Terms:

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1501 E. St. Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

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ASSISTANT SECRETARY'S CERTIFICATE

OF

LEVEL 3 COMMUNICATIONS, LLC

The undersigned hereby certifies: (i) that he is a duly appointed and acting Senior Vice President, Assistant General Counsel and Assistant Secretary of Level 3 Communications, LLC, a Delaware limited liability company (the "Company"); (ii) that Dwight Steiner, Vice President of Level 3 Communications, LLC, is authorized to sign documents on behalf of the Company.

IN WITNESS WHEREOF, I have executed this Certificate this 12th day of August, 2016.

Neil J. Eckstein
Senior Vice President,
Assistant General Counsel and
Assistant Secretary

AMENDMENT NO. 13
TO
CONTRACT NO. MA-017-16010665
(FORMERLY MA-017-16010655)
BETWEEN
THE COUNTY OF ORANGE
AND
LEVEL 3 COMMUNICATIONS, LLC
FOR
WIDE AREA NETWORK TRANSPORT SERVICES

This Amendment, hereinafter referred to as "Amendment No. 13", to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297), hereinafter referred to as "Contract", is made and entered into by the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, hereinafter referred to as "Contractor", with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869, with County and Contractor sometimes individually referred as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

WHEREAS, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed $1,440,000.00; and

WHEREAS, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

WHEREAS, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

WHEREAS, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed $418,800.48; and

WHEREAS, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed $403,752.00; and

WHEREAS, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

WHEREAS, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by $32,305.00 for the period September 1, 2011 through November 13, 2012; and

WHEREAS, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B - Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by $71,957.20 for the period November 1, 2011 through November 13; and

WHEREAS, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B.- Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed $457,728.00; and

WHEREAS, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B - Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by $11,748.00 for the period November 14, 2012 through November 13, 2013; and

WHEREAS, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B - Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed $422,400.00; and

WHEREAS, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by $42,000.00 for the period November 14, 2013 through November 13, 2014; and

WHEREAS, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed $392,001.00; and

WHEREAS, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

WHEREAS, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed $543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

WHEREAS, as authorized by the Board of Supervisors, the Parties now desire to amend the Contract to a) extend the Contract term for an additional one (1)-year term effective June 14, 2017 through June 13, 2018; b) delete the Waiver of Jury Trial provision; and c) update the Notices contact information.

NOW THEREFORE, the Parties mutually agree as follows:

1. Under "General Terms and Conditions", Article Y titled, "Waiver of Jury Trial", shall be deleted in its entirety.

2. Under "Additional Terms and Conditions", Article 17 titled, "Notices" shall be deleted in its entirety and replaced with the following:

> Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand, or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

CONTRACTOR CONTACT
Level 3 Communications, LLC 1025 Eldorado Blvd Broomfield, CO 80021 Attn: General Counsel

COUNTY CONTACTS	
Contracts & Purchasing	**Project Manager**
County of Orange OCIT/Contracts & Purchasing Division 1501 East St. Andrew Place, 2nd Floor Santa Ana, CA 92705 Attn: Ely Enriquez, Deputy Purchasing Agent Phone: (714) 834-6825 Email: Ely.Enriquez@ceoit.ocgov.com	County of Orange OCIT Project Manager 1400 S. Grand Ave. Santa Ana, CA 92705 Attn: KC Roestenberg Phone: (714) 567-5075 Email: KC.Roestenberg@ceoit.ocgov.com

3. In Attachment A titled, "Scope of Work for Wide Area Network Transport Services", the following information shall be added to the end of the Attachment as new Paragraph G titled, "Contracted Circuits".

OCIT Circuits					
Item	**Circuit Label**	**Type**	**Circuit ID**	**From Address**	**To Address**
1	11441502	1 GigE	46/KFFN/101417/TWCS 46/KFFN/101418/TWCS	1400 S. Grand	301 The City Dr. South
2	11456557	1 GigE	46/KFFN/101420/TWCS 46/KFFN/101419/TWCS	1400 S. Grand	1275 Berkeley Ave.
3	12145544	1 GigE	46/KFFN/101429/TWCS 46/KFFN/101426/TWCS	1400 S. Grand	4601 Jamboree Rd.
Public Defender Circuits					
Item	**Circuit Label**	**Type**	**Circuit ID**	**From Address**	**To Address**

4	PD	1 GigE	Cloud Connect for Microsoft Azure	San Jose, CA	1400 S. Grand
5	PD	1 GigE	Cloud Connect for Microsoft Azure	San Jose, CA	1400 S. Grand
6	PD	1 GigE	Direct Internet Access	1400 S. Grand	OCPD

4. Attachment B titled, "Cost/Compensation for Contract Services" is hereby deleted and replaced in its entirety with revised Attachment B, attached hereto and incorporated herein by reference.

5. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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SIGNATURE PAGE

AMENDMENT NO. 13
TO
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 13 on the dates shown opposite their respective signatures below:

LEVEL 3 COMMUNICATIONS, LLC*:

Dwight E. Steiner	Vice President & Asst. General Counsel
Print Name	Title
Signature	May 3, 2017
	Date
Neil Eckstein	Senior Vice President
Print Name	Title
Signature	May 3, 2017
	Date

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board, 2) the President, 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Ely Enriquez	Deputy Purchasing Agent
Print Name	Title
Signature	5/26/2017
	Date

APPROVED AS TO FORM, County Counsel, County of Orange, California

John Cleveland	Senior Deputy County Counsel
Print Name	Title
Signature	5/3/17
	Date

ATTACHMENT B

COST/COMPENSATION

I. Compensation:

This is a fixed price Contract between the County and the Contractor for services as further described in this Contract, its amendments, and Attachment A (Scope of Work). The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of total Contract amount specified herein unless authorized by written amendment signed by both Parties.

II. Cost:

A. Pricing Table for the Contract period June 14, 2017 through June 13, 2018:

OCIT Circuits							
Item	**Service ID**	**Type**	**Circuit ID**	**From Address**	**To Address**	**Qty**	**Total Monthly Cost**
1	11441502	1 GigE	46/KFFN/101417/TWCS 46/KFFN/101418/TWCS	1400 S. Grand	301 The City Dr. South	1	$3,715.20
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						OCIT Circuits Monthly Subtotal:	$11,145.60
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Item	**Service ID**	**Type**	**Circuit ID**	**From Address**	**To Address**	**Qty**	**Total Monthly Cost**
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6	PD	1 GigE	Direct Internet Access	1400 S. Grand	OCPD	1	$2,614.70
						Public Defender Monthly Subtotal:	$4,594.70
						Total Monthly Subtotal:	$15,740.30
						Estimated Taxes, Surcharges & Fees:	$1,731.43
						Total Monthly Charges effective June 14, 2017 through June 13, 2018:	$17,471.73
						Total Not to Exceed Amount for the period June 14, 2017 through June 13, 2018:	$209,660.80

III. Additional County Locations/Circuits

The County may add or delete circuit locations during the term of this Contract. The Contract may be amended as set forth in Paragraph "C" under the General Terms and Conditions of this Contract.

IV. Fee Reductions

Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repairs or any other disruption of service that result in an individual circuit not meeting 99.99% uptime for any sequential thirty (30) day period shall result in the following fee reductions:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No Credit
1 minute up to 4 hours	5% of the Monthly Recurring Charge (MRC)
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

V. Payment Terms:

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, Section II, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

VI. Billing & Invoicing Instructions:

Invoices and supporting documentation are to be sent to:

County of Orange
OCIT/Division of Finance & Contracts
1501 E. St. Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

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AMENDMENT NO. 12
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150 AS MA-017-16010655
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Twelve (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and Level 3 Communications, LLC, with its principal place of business at 1025 Eldorado Blvd., Broomfield, CO 80021 (hereinafter referred to as "Contractor"), which may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services (hereinafter referred to as "Contract") with Time Warner Telecom Holdings, Inc. (hereinafter referred to as "Time Warner Telecom") for a three (3) year term commencing November 14, 2006 through November 13, 2009; and

WHEREAS, the County and Time Warner Telecom executed Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the County and tw telecom holdings inc. executed Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and to amend Attachment B to reflect amended pricing; and

WHEREAS, the County and TW Telecom Holdings, Inc. executed Amendment Number Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, to amend Attachment B to reflect amended pricing, and to change vendor name from Time Warner Telecom Holdings, Inc. to TW Telecom Holdings, Inc.; and

WHEREAS, the County and tw telecom holdings inc. executed Amendment Number Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, to reduce the contract amount by ten (10) percent for the period effective July 1, 2011 through and including November 13, 2012, and to change vendor name to tw telecom holdings inc. (hereinafter referred to as "tw telecom"); and

WHEREAS, the County and tw telecom executed Amendment Number Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012; and

WHEREAS, the County and tw telecom executed Amendment Number Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012; and

WHEREAS, the County and tw telecom executed Amendment Number Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013; and

WHEREAS, the County and tw telecom executed Amendment Number Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013; and

WHEREAS, the County and tw telecom executed Amendment Number Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and to remove the Contract's "Termination Liability" language; and

WHEREAS, the County and tw telecom executed Amendment Number Ten to provide a "Burstable Line" option for the internet services provided under the Contract; and

WHEREAS, the County and tw telecom executed Amendment Number Eleven to remove the Internet Services provided under the Contract and to extend the Contract for an additional year effective November 14, 2014 through and including November 13, 2015; and

WHEREAS, the Contractor acquired tw telecom holdings inc. and executed an Assumption and Consent Agreement with the County dated June 16, 2015; and

WHEREAS, the Parties agree to further amend the Contract for the purpose of extending the Contract term and removing network circuit for Solano site as provided under the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297 as MA-017-10011150, now MA-017-16010655, is extended for a period of nineteen (19) months, thereby amending the term effective November 14, 2015 through and including June 13, 2017, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2015 through June 13, 2017 shall not exceed $543,039.57, subject to applicable taxes.

3. Attachment B Cost/Compensation for Contractor Services is amended in its entirety to remove network circuit for Solano site. A revised true and accurate copy of the amended Attachment B Cost/Compensation is attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

(Amendment Signatures on Following Page)

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Level 3 Communications, LLC:

DATE: Oct. 13, 2015 SIGNATURE: _____

PRINT NAME: Dwight E. Steiner

TITLE: Vice President & Asst. General Counsel

DATE: _____ SIGNATURE*: _____

PRINT NAME: _____

TITLE: _____

*If the contracting party is a corporation, the document must be signed by two (2) corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be either the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: Grace Gutierrez

PRINT NAME: Grace Gutierrez

TITLE: Deputy Purchasing Agent

DATE: 10/27/15

Approved by Board of Supervisors on: 10/27/15

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL,

Buttany Mclean
Deputy

ATTACHMENT B

**COST/COMPENSATION
FOR
CONTRACTOR SERVICES**

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2015 through and including June 13, 2017, except as noted below:

Circuit Label	Type	Circuit ID	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	46/KFFN/101417/TWCS	1400 S. Grand Ave	301 The City Dr. South	1	$3,715.20
Fiber-6	1 GigE	46/KFFN/101420/TWCS	1400 S. Grand Ave	1275 Berkeley Ave.	1	$3,715.20
Fiber-9	1 GigE	46/KFFN/101422/TWCS	1400 S. Grand Ave	840 N. Eckhoff	1	$3,715.20
Fiber-2	1 GigE	46/KFFN/101432/TWCS	1400 S. Grand Ave	1770 N. Broadway	1	$3,715.20
Fiber-3	1 GigE	46/KFFN/101431/TWCS	1400 S. Grand Ave	1001 S. Grand Ave.	1	$3,715.20
Fiber-4	1 GigE	46/KFFN/101429/TWCS	1400 S. Grand Ave	4601 Jamboree Rd.	1	$3,715.20
Fiber-7	1 GigE	46/KFFN/101427/TWCS	1400 S. Grand Ave	1535 E. Orangewood	1	$3,715.20
					Sub Total	**$26,006.40**
					Estimated Taxes, Governmental Surcharges & Fees:	**$2,574.63**
					Total Monthly Cost:	**$28,581.03**

Notes:

* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Tax & Surcharge rates are subject to change at any time and additional Taxes and Surcharges may apply as permitted under the Contract. Tax Rates and Regulations are effective 10/1/15 and are subject to change without notice.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repairs or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by Parties. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)

4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

AMENDMENT NO. 11
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Eleven (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties issued Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and removed the Contract's "Termination Liability" language;

WHEREAS, the Parties issued Amendment Ten to provide a "Burstable Line" option for the internet services provided under the Contract;

WHEREAS, the Parties desire to issue Amendment Eleven to remove the Internet Services provided under the Contract, and to extend the Contract for an additional year effective November 14, 2014 through and including November 13, 2015;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2014 through and including November 13, 2015, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2014 through November 13, 2015 shall not exceed $392,001.00.

3. Attachment A Scope of Work for Wide Area Network Transport Services is amended to remove the Internet Services from the Scope of Work, and a revised true and accurate copy of the amended Attachment A Scope of Work is attached hereto.

4. Attachment B Cost/Compensation for Contractor Services is amended to remove the Internet Services from the Cost/Compensation, and a revised true and accurate copy of the amended Attachment B Cost/Compensation is attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

(Amendment Signatures on Following Page)

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc*:

DATE: 9/4/14 SIGNATURE: [signature]

PRINT NAME: Will Fredrickson

TITLE: RVP

DATE: 9/3/14 SIGNATURE*: [signature]

PRINT NAME: Jonathan Dhillon

TITLE: Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: [signature]

PRINT NAME: JOEL MCKEMEN

TITLE: DEPUTY PURCHASING AGENT

APPROVED AS TO FORM
County Counsel

[signature]
John H. Abbott, Deputy

Approved by Board of Supervisors on: 10/28/14

ATTACHMENT A

SCOPE OF WORK

FOR

WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County roust be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County's actual monetary loss from such disruptions.

B. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security polices/procedures, "Best Practices", and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

C. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible website is preferred for County access to Contractor transport statistics and information.

D. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational. Contractor will provide a comprehensive testing and acceptance plan

for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and through put validation methodologies.

E. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and maintenance of communication links, if applicable.
2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor will provide any necessary equipment to initiate new services at a given location.
4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the County information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work is to be performed at any County owned or occupied facility without direct authorization from County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of County Project Manager. The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same. No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, ift he Contractor installs any transport Circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor's Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work. All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor. The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact sign off on the TSR as completed.

• The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
• The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2014 through and including November 13, 2015, except as noted below:

Circuit Label	Type	Circuit ID	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	46/KFFN/101417/TWCS	1400 S. Grand Ave	301 The City Dr. South	1	$3,715.20
Fiber-6	1 GigE	46/KFFN/101420/TWCS	1400 S. Grand Ave	1275 Berkeley Ave.	1	$3,715.20
Fiber-9	1 GigE	46/KFFN/101422/TWCS	1400 S. Grand Ave	840 N. Eckhoff	1	$3,715.20
Fiber-2	1 GigE	46/KFFN/101432/TWCS	1400 S. Grand Ave	1770 N. Broadway	1	$3,715.20
Fiber-3	1 GigE	46/KFFN/101431/TWCS	1400 S. Grand Ave	1001 S. Grand Ave.	1	$3,715.20
Fiber-4	1 GigE	46/KFFN/101429/TWCS	1400 S. Grand Ave	4601 Jamboree Rd.	1	$3,715.20
Fiber-7	1 GigE	46/KFFN/101427/TWCS	1400 S. Grand Ave	1535 E. Orangewood	1	$3,715.20
Fiber-5	100mg-E	46/VLXX/104319/TWCS 46/KFFN/104320/TWCS 64/KFFN/103146/TWCS	1400 S. Grand Ave	Solano DR Site	1	$5,725.60
					Taxes:	$934.75
					Total Monthly Cost:	**$32,666.75**

Notes:

* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repairs or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description

8. Total
Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

AMENDMENT NO. 10
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Ten (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties issued Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and removed the Contract's "Termination Liability" language;

WHEREAS, the Parties desire to issue Amendment Ten to provide a "Burstable Line" option for the internet services provided under the Contract;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The current Contract Internet Bandwith Access shall be modified from a "Dedicated" 350 mbps line to a "Burstable" Line Option, expandable from the Dedicated 350 mbps up to a maximum of 1000 mbps, expanding the Internet Bandwith Access provided under the Contract.

2. The total Contract Amount for the period November 14, 2013 through November 13, 2014, shall increase in an amount not to exceed $42,000, for an amended Total Contract Not to Exceed Limit of $464,400.00, to cover the expenses provided by this "Burstable" Line Option.

3. Attachment B Cost/Compensation for Contractor Services is amended in its entirety to include the "Burstable" Line Option, and attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

(Amendment Signatures on Following Page)

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc*:

DATE: 1-10-14 SIGNATURE: [signature]

PRINT NAME: Will Fredericksen

TITLE: VP/GM

DATE: 1/10/14 SIGNATURE*: [signature]

PRINT NAME: Gina M Bonner

TITLE: RVP-Partner

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: [signature]

PRINT NAME: JOEL MCKEWEN

TITLE: DEPUTY PURCHASING AGENT

ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2013 through and including November 13, 2014, except as noted below:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$3,715.20
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$3,715.20
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$3,715.20
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$3,715.20
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$3,715.20
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$3,715.20
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$3,715.20
Fiber-5	100mg-E	1400 S. Grand Ave	Solano DR Site	1	$5,725.60
	Internet Bandwith Access 350mbps	1400 S. Grand Ave	Burstable Gigabit Internet Circuit 350mg to 1000mg** (Monthly Charge)	1	$3,221.60
	Internet Transport		(Monthly Charge)	1	$400.00
	Add/Move Change Fee		(One-Time Charge) *Not Included in Total Monthly Cost Below*	1	$250.00
			Total Monthly Cost		**$35,353.60**

Notes:

* Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

** Burstable Gigabit Internet circuit.
Burstable from 350mg to 1000mg.
The County Burstable rate will be $9.2 per mg for all "Bursting" over 350mg (351mg to 1000mg)
TWT shall sample at the 95% percentile.
Example: with 100 samples, the 95th percentile would be the 95th highest sample. In a 30-day month there are 8,640 samples, the 95th percentile would correspond with the 8,208th highest sample (8,208 = 0.95 * 8,640). Using this Calculation; The County shall effectively get 36 hours of "Bursting" at no cost each month.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. **PAYMENT TERMS**

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)

6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

Service Modification Order Form

tw telecom

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and County of Orange ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC):	$3,621.60	Non-Recurring Charge (NRC):	$250.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

tw telecom holdings inc.		Customer:	County of Orange
Signature:		Signature:	x
Print Name:	Will Frederickson	Print Name:	x JOEL MCKEWEN
Title:	VP / GM	Title:	x DEPUTY PURCHASING AGENT
Date:	1/10/14	Date:	x 1/10/14
Sales Person:	Ronald Mills		

Change Form

Customer agrees this modification only affects the specific services listed below. Except as modified by this Service Modification, the contract described below remains in full force and effect. **Additional services in line with original contract will be coterminous to initial, like services.**

Account Number:	268314	ICB #:	NA	Expedite:	No
Contract Type:	Voice & Internet Service Order Form (VISOF)	Date Original Contract Signature:	11/3/2006		

General Requested Service Modification

County of Orange is Changing current Internet from Dedicated Internet to Burstable Internet. Service Billing Change Only. No Circuit Technical Changes to the Service - Billing Change Only. IF FOR ANY RESONS THIS IS SERVICE AFFECTING TO CUSTOMER, PLEASE NOTIFY MARK KHANLAR, Office: 714. 834-7107, Mobile: 714. 448-0913 Khanlar, Mark.Khanlar@ceoit.ocgov.com. CURRENT CIRCUIT ID: 46 / KFFN / 101450 / TWCS. CIR For burstable is 350mb, PIR can be up to 1Gige.

Service Address #1	1400 S Grand Avenue; Santa Ana, CA 92705
Order Activity	Change
Order Notes	Changing current Internet from Dedicated Internet to Burstable Internet. Service Billing Change Only. No Circuit Technical Changes to the Service are permitted without notifying customer to schedule. IF FOR ANY RESONS THIS IS SERVICE AFFECTING TO CUSTOMER, PLEASE NOTIFY MARK KHANLAR, Office: 714. 834-7107, Mobile: 714-448-0913 Khanlar, Mark.Khanlar@ceoit.ocgov.com. CURRENT CIRCUIT ID: 46 / KFFN / 101450 / TWCS. Current (CIR) For burstable is 350mb, PIR can be up to 1Gige.

Service Name	Qty	Unit MRC	Total MRC	Unit NRC	Total NRC
Internet Bandwidth Access	1	$3,221.60	$3,221.60	$0.00	$0.00
Internet Transport	1	$400.00	$400.00	$0.00	$0.00
ADD/MOVE/ CHANGE FEE	1			$250.00	$250.00
		Sub-Totals	$3,621.60		$250.00

AMENDMENT NO. 9
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Nine (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties issued Amendment Eight to increase internet band width from 300mbps to 350mbps in the amount of $11,748.00 effective December 19, 2012 through November 13, 2013;

WHEREAS, the Parties desire to issue Amendment Nine to extend the Contract for an additional year effective November 14, 2013 through and including November 13, 2014, and remove the Contract's "Termination Liability" language;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2013 through and including November 13, 2014, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2013 through November 13, 2014 shall not exceed $422,400.00.

3. Contract's Article, General Terms and Conditions, K. Termination is replaced in its entirety with the following:
   "K. Termination: In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty for cause. County shall afford Contractor written notice of its intent to terminate for cause and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. County has the right to terminate this contract after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation, except, County must pay for services until such disconnection actually occurs.

   Termination by Contractor: (a) Contractor may terminate this Contract or any service order hereunder or suspend services, with 30 days prior written notice, upon: (i) County's failure to pay any amounts as provided herein; (ii) County's breach of any provision of this Contract or any law, rule or regulation governing the services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to County; or (iv) any governmental prohibition or required alteration of the services. Contractor shall afford County written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. (b) Contractor may terminate or suspend services without notice if: (i) necessary to protect Contractor's network; Contractor has reasonable evidence of County's fraudulent or illegal use of services; or(ii) required by legal or regulatory authority. Any termination shall not relieve County of any liability incurred prior to such termination, or for payment of unaffected services. All terms and conditions of the Contract shall continue to apply to any services not so terminated, regardless of the termination of this Contract. If the service provided under any service order hereunder has been terminated by Contractor in accordance with this section, and County wants to restore such service terminated due to County breach, County must first pay all past due charges, a non-recurring charge and reconnections charge. All requests for disconnection will be processed by Contractor in 30 days or less. County must pay for services until such disconnection actually occurs."

4. Attachment B Cost/Compensation for Contractor Services is amended in its entirety and attached hereto.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc*:

DATE: 10/22/2013 SIGNATURE: Tina Davis

PRINT NAME: Tina Davis

TITLE: SVP and General Counsel

DATE: 10/22/2013 SIGNATURE*: Gina M Bonrer

PRINT NAME: Gina M Bonrer

TITLE: RVP - Pacific

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: DATE: 11/5/13

PRINT NAME: JOEL MCKELVEN

TITLE: DEPUTY PURCHASING AGENT

APPROVED AS TO FORM
County Counsel

(SEE NEXT PAGE FOR SIGNATURE)
John H. Abbott, Deputy

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc*:

DATE: _____ SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____ SIGNATURE*: _____

PRINT NAME: _____

TITLE: _____

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

APPROVED AS TO FORM
County Counsel

10.21.13
_____

Approved by Board of Supervisors on: _____

ATTACHMENT B
COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2013 through and including November 13, 2014, except as noted below:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$3,715.20
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$3,715.20
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$3,715.20
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$3,715.20
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$3,715.20
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$3,715.20
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$3,715.20
Fiber-5	100mg-E	1400 S. Grand Ave	Solano DR Site	1	$5,725.60
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit> 300mg	1	$3,068.00
	Internet Bandwith Access 350mbps		Increase In Bandwith from 300mbps to 350mbps	1	$400.00
			Total Monthly Cost		**$35,200.00**

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. **PAYMENT TERMS**

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

Service Modification Order Form

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and **County of Orange** ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC):	$35,200.00	Non-Recurring Charge (NRC):	$0.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

tw telecom holdings inc.

Signature: Gina M Bohrer
Print Name: Gina M Bohrer
Title: Rvp - Pacific
Date: 10/22/2013
Sales Person: Ronald Mills

Customer: County of Orange

Signature: X
Print Name: X JOEL MCKENZEN
Title: X DEPUTY PURCHASING AGENT
Date: X 11/5/13

Renewal Form

Except as amended in this Service Order, all existing terms and conditions relating to the renewed Services remain in full force and effect.

The Renewal Term will commence on the date that this Service Order is implemented by TWTC.

Any services that are part of the original Service Order for the services listed below, but are not themselves listed, are also renewed for the same Renewal Term, and for their original MRCs or usage rates.

Disconnect Notice: If Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com". Notice by facsimile or email is deemed given when delivered.

Automatic Renewal: Upon expiration of the Term of this Service Order, the Term for services will automatically renew for successive month-to-month terms unless either party notifies the other in writing thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

Service Address #1	1400 South Grand Avenue; Santa Ana, Ca 92705
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Service Site 1400 S Grand Avenue; Santa Ana.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Internet Transport	46/KFFN/101450/TWCS	1	$3,068.00	$3,068.00
Internet Bandwidth Access 350MB	46/KFFN/101450/TWCS	1	$400.00	$400.00
			Sub-Total	$3,468.00

Service Address #2	840 ECKHOFF, ORANGE CA 92868
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101422/TWCS	1	$3,715.20	$3,715.20
			Sub-Total	$3,715.20

Service Address #3	1275 BERKELEY, FULLERTON CA 92832
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101420/TWCS	1	$3,715.20	$3,715.20
			Sub-Total	$3,715.20

Service Address #4	1770 BROADWAY, SANTA ANA CA 92706
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101432/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #5	1001 GRAND, SANTA ANA CA 92705
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101431/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #6	1535 ORANGEWOOD, ANAHEIM CA 92805
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101427/TWCS	1	$3,175.20	$3,715.20

Sub-Total	$3,715.20

Service Address #7	4601 JAMBOREE, NEWPORT BEACH 92660
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101429/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #8	301 THE CITY, ORANGE CA 92868
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705. Pricing includes Port at 1400 S. Grand Avenue; Santa Ana to Port listed for this location.

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101417/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #9	12 Civic Center Plaza; Santa Ana, Ca 92701
Renewal Term	12 Months
Order Notes	Simple Renewal Only - Includes Ports, Type II, and SNLAN, Dual ENLAN's, for locations 12 Civic Center Plaza ;Santa Ana and 675 Texas Street; Fairfield, CA 94533

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
ENLAN (7 Mason & 1970 Broadway)	46/VLXX/104319/TWCS	1	$1,496.00	$1,496.00
Native LAN - Enterprise Switched Santa Ana, CA	46/KFFN/104320/TWCS	1	$1,248.80	$1,248.80
Native LAN - Enterprise Switched - Fairfield, CA	64/KFFN/103146/TWCS	1	$2,980.80	$2,980.80

Sub-Total	$5,725.60

AMENDMENT NO. 8
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Eight (hereinafter "Amendment") is made and entered into upon execution of all necessary signatures by and between the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinaftor referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013;

WHEREAS, the Parties desire to issue Amendment Eight to increase internet bandwidth in the amount of $11,748.00 for the period ending November 13, 2013.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. Increase internet bandwidth from 300mbps to 350mbps and increase Contract Amount by $11,748.00 for the period ending November 13, 2013.

2. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Tw telcom holdings inc.*:

DATE: 12/19/12

SIGNATURE: [signature]

PRINT NAME: Will Frederickson

TITLE: VP/Tm

DATE: 12/19/12

SIGNATURE*: [signature]

PRINT NAME: Mark A Peters

TITLE: Executive Vice President & Chief Financial Officer

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: [signature]

TITLE: DEPUTY PURCHASING AGENT

DATE: 12/19/12

A'ITACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period ending November 13, 2013, less 10% discount, except as noted below:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
Fiber-5	100mg-E	1400 S. Grand Ave	Solano DR Site	1	$5,725.60 (10% included in cost)
			Non-Recurring Charge of $3,250.00 for Fiber 5	1	
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit> 350mbps (from 300mg)	1	$7,480.00 (10% included in cost)
				Subtotal	$42,101.60
				Less: 10% discount	$2,889.60
				Total Monthly Cost	**$39,212.00**

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

AMENDMENT NO. 7
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Seven (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract; and

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet band width in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012;

WHEREAS, the Parties issued Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012;

WHEREAS, the Parties desire to issue Amendment Seven to extend the Contract for an additional year effective November 14, 2012 through and including November 13, 2013.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. The term of contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2012 through and including November 13, 2013, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2012 through November 13, 2013 shall not exceed $457,728.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc.*:

DATE: 10-4-12 SIGNATURE: Tina Davis

PRINT NAME: Tina Davis

TITLE: SVP/Deputy General Counsel

DATE: 10/4/12 SIGNATURE*: Will Frederickson

PRINT NAME: Will Frederickson

TITLE: GM/VP

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: Grace Gutierrez

PRINT NAME: Grace Gutierrez

TITLE: Deputy Purchasing Agent

Date: 10/30/12

APPROVED AS TO FORM

County Counsel

John H. Abbott, Deputy

Approved by Board of Supervisors on: 10/30/12

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2012 through and including November 13, 2013, less 10% discount, except as noted below:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
Fiber-5	100mg-E	1400 S. Grand Ave	Solano DR Site	1	$5,725.60 (10% included in cost)
			Non-Recurring Charge of $3,250.00 for Fiber 5	1	
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit> 300mg	1	$6,412.00 (10% included in cost)
				Subtotal	$41,033.60
				Less: 10% discount	$2,889.60
				Total Monthly Cost	**$38,144.00**

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705

Attn: Accounts Payable

Service Modification Order Form

This Service Order is entered into by **tw telecom holdings inc.** by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and **County of Orange** ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC):	**$38,144.00**	**Non-Recurring Charge (NRC):**	**$0.00**

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

tw telecom holdings inc.

Signature:
Print Name:
Title:
Date:
Sales Person: **Ronald Mills**

Customer: **County of Orange**
Signature: X Grace Gutierrez
Print Name: **Grace Gutierrez**
Title: **Deputy Purchasing Agent**
Date: X 10/30/12

Renewal Form

Except as amended in this Service Order, all existing terms and conditions relating to the renewed Services remain in full force and effect.

The Renewal Term will commence on the date that this Service Order is implemented by TWTC.

Any services that are part of the original Service Order for the services listed below, but are not themselves listed, are also renewed for the same Renewal Term, and for their original MRCs or usage rates.

Disconnect Notice: If Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com". Notice by facsimile or email is deemed given when delivered.

Automatic Renewal: Upon expiration of the Term of this Service Order, the Term for services will automatically renew for successive 12-month terms (or as otherwise stated in the Standard Terms and Conditions if applicable, on Original agreement with County of Orange) unless either party notifies the other in writing thirty (30) days prior to the expiration of the then current term that it wishes to terminate the service.

Service Address #1	1400 South Grand Avenue; Santa Ana, Ca 92705			
Renewal Term	12 Months			
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Service Site 1400 S Grand Avenue; Santa Ana.			
Service Name	**Circuit ID (if applicable)**	**Qty**	**Unit MRC**	**Total MRC (Renewed)**
Internet Transport	46/KFFN/101450/TWCS	1	$6,412.00	$6,412.00
Internet Bandwidth Access	46/KFFN/101450/TWCS	1		$0.00
			Sub-Total	$6,412.00

Service Address #2	840 ECKHOFF, ORANGE CA 92868			
Renewal Term	12 Months			
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705			
Service Name	**Circuit ID (if applicable)**	**Qty**	**Unit MRC**	**Total MRC (Renewed)**
Native LAN - Elite	46/KFFN/101422/TWCS	1	$3,715.20	$3,715.20
			Sub-Total	$3,715.20

Service Address #3	1275 BERKELEY, FULLERTON CA 92832			
Renewal Term	12 Months			
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705			
Service Name	**Circuit ID (if applicable)**	**Qty**	**Unit MRC**	**Total MRC (Renewed)**
Native LAN - Elite	46/KFFN/101420/TWCS	1	$3,715.20	$3,715.20
			Sub-Total	$3,715.20

Service Address #4	1770 BROADWAY, SANTA ANA CA 92706
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101432/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #5	1001 GRAND, SANTA ANA CA 92705
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101431/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #6	1535 ORANGEWOOD, ANAHEIM CA 92805
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101427/TWCS	1	$3,175.20	$3,175.20

Sub-Total	$3,175.20

Service Address #7	4601 JAMBOREE, NEWPORT BEACH 92660
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101429/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #8	301 THE CITY, ORANGE CA 92868
Renewal Term	12 Months
Order Notes	Simple Renewal Only-No technical changes rates remain the same. Z Location is 1400 S Grand Avenue; Santa Ana, CA 92705

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
Native LAN - Elite	46/KFFN/101417/TWCS	1	$3,715.20	$3,715.20

Sub-Total	$3,715.20

Service Address #9	12 Civic Center Plaza; Santa Ana, Ca 92701
Renewal Term	12 Months
Order Notes	Simple Renewal Only - ENLAN From 12 Civic Center Plaza ;Santa Ana TO 675 Texas Street; Fairfield, CA 94533

Service Name	Circuit ID (if applicable)	Qty	Unit MRC	Total MRC (Renewed)
ENLAN (7 Mason & 1970 Broadway)	46/VLXX/104319/TWCS	1	$1,496.00	$1,496.00
Native LAN - Enterprise Switched Santa Ana, CA	46/KFFN/104320/TWCS	1	$1,248.80	$1,248.80
Native LAN - Enterprise Switched - Fairfield, CA	64/KFFN/103146/TWCS	1	$2,980.80	$2,980.80

Sub-Total	$5,725.60

1. Increase internet bandwidth from 300mbps to 350mbps and increase Contract Amount by $11,748.00 for the period ending November 13, 2013.

2. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

Tw telcom holdings inc.*:

DATE: 12/19/12

SIGNATURE: [signature]

PRINT NAME: Will Frederickson

TITLE: VP/Tm

DATE: 12/19/12

SIGNATURE*: [signature]

PRINT NAME: Mark A Peters

TITLE: Executive Vice President & Chief Financial Officer

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political Subdivision of the State of California

SIGNATURE: [signature]

TITLE: DEPUTY PURCHASING AGENT

DATE: 12/19/12

A'ITACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. SERVICE PURCHASE

Contractor shall supply the following service for the period ending November 13, 2013, less 10% discount, except as noted below:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
Fiber-5	100mg-E	1400 S. Grand Ave	Solano DR Site	1	$5,725.60 (10% included in cost)
			Non-Recurring Charge of $3,250.00 for Fiber 5	1	
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit> 350mbps (from 300mg)	1	$7,480.00 (10% included in cost)
				Subtotal	$42,101.60
				Less: 10% discount	$2,889.60
				Total Monthly Cost	**$39,212.00**

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30 day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING/INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Accounts Payable

AMENDMENT NO. 6
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Six (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties issued Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012.

WHEREAS, the Parties desire to issue Amendment Six to upgrade the data circuit between Solano Disaster Recovery Site and the County Wide Area Network in the amount of $71,957.20 effective November 1, 2011 through November 13, 2012.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

1. Effective November 1, 2011, Contractor shall provide a 100mg-E data circuit between the County Wide Area Network and the Solano Disaster Recovery Site.

2. The total Contract Amount for the period November 1, 2011 through November 13, 2012 is increased by $71,957.20.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc.*:

DATE: 09-26-2011

SIGNATURE: Tina Davis

PRINT NAME: Tina Davis

TITLE: Assistant Secretary

DATE: 9/26/11

SIGNATURE: Will Frederickson

PRINT NAME: Will Frederickson

TITLE: GM/VP

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political subdivision of the State of California

SIGNATURE: Thomas Kuech

TITLE: Contracts Manager

DATE: 10/4/11

Approved as to form

Office of the County Counsel

Orange County, California

DATE: 09.26.11

BY: John W. Cohen

Deputy County Counsel

Approved by Board of Supervisors on: 10/4/11

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, less 10% for the period July 1, 2011 through and including November 13, 2012, except as noted below:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
Fiber-5	100mg-E	1400 S. Grand Ave	Solano DR Site (effective 11/1/11 through 11/13/12	1	$5,725.60 (10% included in cost)
			Non-Recurring Charge of $3,250.00 for Fiber 5	1	
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit> (increased from 100mg to 300mg effective 9/1/2011 through 11/13/2012)		$4,750.00 ($6,412.00 monthly cost effective 9/1/11 through 11/13/2012 10% included in cost)
			Total	1	$33,646.00 ($35,308.00 effective 9/1/11 through 11/13/2012) ($41,033.60 effective 11/1/11 through 11/13/2012)

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. PAYMENT/INVOICING INSTRUCTIONS: The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable

Extended NLAN Service Order Form

Customer Information

Select Order Activity	**New**	**Status of Contract**	TWTC Standard Terms and Conditions	**On File**	Date filed: **11/14/06**
			TWTC Master Service Agreement	**Attached**	

Customer Name	County of Orange	Account Number	268314
Service Address	12 Civic Center Plaza	Billing Address	County of Orange; 1501 E Saint Andrews Pl., # 200
City, County, State, Zip	Santa Ana, CA 92701	City, County, State, Zip	Santa Ana, CA 92705

Extended NLAN Service Information

Extended NLAN

(1) **Product Name**: Basic ENLAN

(2) **Type of Service**: Point-to-Point ENLAN

Metro NLAN

(1) **Product Name**: Enterprise SNLAN

(2) **Bandwidth Type**: Shared

(3) **Configuration**: Point-to-Point

(4) **VLAN Tag Service**: Unlimited Tagged Service (UTS)

(5) **# of ONePorts**: ____ 10M Port; ____ 100M Port; 2 1G Port; ____ 10G Port

(6) **COS Service Package**: Basic

Pricing and Charge Summary

Total Monthly Recurring Charge (MRC)	$ 5,725.60	Total Non-Recurring Charge (NRC)	$ 3,250.00
Contract Term (Mo)	12 Months		
Percentage of Interstate Usage (PIU)	0%	ICB Number	CCHN-666UU9.

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Remarks

TERM: The term of this Service Order shall be co-terminus with Customer's WAN Services and shall terminate on November 14, 2012.

ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 8/10. **County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site.** TW will extend DMARK at Orange county site, 12 Civic.

Standard Maintenance Windows: TWTC may perform routine network maintenance between 12:01 AM and 6:00 AM local time, Monday through Sunday. TWTC may extend or schedule additional windows if necessary.

Customer approves and accepts this Ethernet LINE/Native LAN/Extended NLAN/Regional Ethernet Service Order, which fully incorporates the associated TWTC Standard Terms and Conditions or the Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired Installation Date for each order is subject to TWTC internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The TWTC account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

tw telecom holdings inc.		**Customer:**	**County of Orange**
Signature:	x	Signature:	x Paula Kielich
Name:	William Frederickson	Name:	**Paula Kielich**
Title:	VP/GM	Title:	**IT Contracts Manager**
Date:	x	Date:	x 10/4/11
Salesperson:	Ronald Mills		

Extended NLAN Service Order Form

tw telecom

ENLAN Metro Location Information				
City Name	O.C./Irvine	Oakland	Select City?	Select City?
Port Location Number	**Location #1**	**Location #2**	**Location #3**	**Location #4**
Network Status	On-Net	Off-Net	Network Status?	Network Status?
Interface Type	Optical	Optical	Interface Type?	Interface Type?
Port Size	Port1_1Gb	Port2_1Gb	Select Port Size?	Select Port Size?
Bandwidth Speed	100 Mb	100 Mb	Select Bandwidth?	Select Bandwidth?
Physical Address	12 Civic Center Plaza Room# G46A	675 W Texas Street Suite 3700		
City, County	Santa Ana, Orange County	Fairfield, Solano County		
State, ZIP	California 94533	California 94533		
Demarc/Rm/Flr	MPOE	MPOE		
Building Name	County of Orange	Data Center		
Site Contact	Steve Huang	Steve Huang		
Site Phone No.	(714) 834-6891	(714) 834-6891		
Hours of Access	8am - 5pm	8am - 5pm		
Methods of Access	Contact Steve Huang	Contact Steve Huang		
NPA/NXX	714/245	707/399		
Circuit ID				
TWTC Equipment				
Customer Premise Equipment				
Type of Hand-Off from CPE				
PORT MRC	$ 560.00	$ 575.00	$ -	$ -
Service / Bandwidth MRC	$ 688.80	$ 688.80	$ -	$ -
Bandwidth NRC	$ 1,500.00	$ 1,750.00	$ -	$ -
Type 2 MRC	$0.00	$ 1,717.00	$ -	$ -
Type 2 NRC	$0.00	$0.00	$ -	$ -

City Name	Select City?	Select City?	Select City?	Select City?
Port Location Number	**Location #5**	**Location #6**	**Location #7**	**Location #8**
Network Status	Network Status?	Network Status?	Network Status?	Network Status?
Interface Type	Interface Type?	Interface Type?	Interface Type?	Interface Type?
Port Size	Select Port Size?	Select Port Size?	Select Port Size?	Select Port Size?
Port Bandwidth Speed	Select Bandwidth?	Select Bandwidth?	Select Bandwidth?	Select Bandwidth?
Physical Address				
City, County				
State, ZIP				
Demarc/Rm/Flr				
Building Name				
Site Contact				
Site Phone No.				
Hours of Access				
Methods of Access				
NPA/NXX				
Circuit ID				
TWTC Equipment				
Customer Premise Equipment				
Type of Hand-Off from CPE				
PORT MRC	$ -	$ -	$ -	$ -
Service / Bandwidth MRC	$ -	$ -	$ -	$ -
Bandwidth NRC	$ -	$ -	$ -	$ -
Type 2 MRC	$ -	$ -	$ -	$ -
Type 2 NRC	$ -	$ -	$ -	$ -

Need More Locations ? No

REMARKS
ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.

TWTC Initial _____ Customer Initial X _____

ENLAN Virtual Port Location Information

Port Location & MAC Addr	O.C./Irvine	MAC Addr	Oakland	MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr
Bandwidth Speed	100 Mbps		100 Mbps		Select Bandwidth?		Select Bandwidth?	
CO Location	7 Mason; Irvine, CA		1970 Broadway; Oakland, CA					
Physical Address	7 Mason; Irvine, CA		1970 Broadway; Oakland, CA					
City, County	7 Mason ; Orange County		1970 Broadway					
State, ZIP	California 92618		California 94612					
Demarc/Rm/Flr	Central Office		Central Office					
Classification Method	802.1P							
Building Name	Central Office		Central Office					
Site Contact	Tech on Duty		Tech on Duty					
Site Phone No.	949-672-0300		(925) 953-7040					
Hours of Access	24 Hrs		24 Hrs					
Circuit ID								
TWTC Equipment								
ENLAN Bandwidth MRC	$ 748.00		$ 748.00		$ -		$ -	
ENLAN Bandwidth NRC	$0.00		$0.00		$ -		$ -	

Port Location & MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr
Bandwidth Speed	Select Bandwidth?		Select Bandwidth?		Select Bandwidth?		Select Bandwidth?	
CO Location								
Physical Address								
City, County								
State, ZIP								
Demarc/Rm/Flr								
Classification Method	802.1P							
Building Name								
Site Contact								
Site Phone No.								
Hours of Access								
Circuit ID								
TWTC Equipment								
ENLAN Bandwidth MRC	$ -		$ -		$ -		$ -	
ENLAN Bandwidth NRC	$ -		$ -		$ -		$ -	

Port Location & MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr	Select Next City?	MAC Addr
Bandwidth Speed	Select Bandwidth?		Select Bandwidth?		Select Bandwidth?		Select Bandwidth?	
CO Location								
Physical Address								
City, County								
State, ZIP								
Demarc/Rm/Flr								
Classification Method	802.1P							
Building Name								
Site Contact								
Site Phone No.								
Hours of Access								
Circuit ID								
TWTC Equipment								
ENLAN Bandwidth MRC	$ -		$ -		$ -		$ -	
ENLAN Bandwidth NRC	$ -		$ -		$ -		$ -	

Remarks

ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.

TWTC Initial _____

Customer Initial X

Switched NLAN Service Addendum

General Terms: Customer acknowledges and agrees to all of the special terms and conditions herein relating to TWTC's Switched Native LAN Service. Customer also agrees to TWTC's Standard Terms and Conditions or the Master Service Agreement attached hereto and incorporated by this reference.

Service: The Switched NLAN (SNLAN) service is a switched Ethernet service that incorporates data switching technology into the product through the use of Ethernet switches in the TWTC network. This is a best-effort service that allows multiple Customers to access a shared, oversubscribed metro Ethernet infrastructure through Ethernet ports that are unique to each individual Customer and its locations. The SNLAN service will accept and carry both (1) Tagged and (2) Untagged Ethernet traffic from the Customer. If the TWTC Individual Tag Service (ITS) is required by the Customer, the Customer agrees to the individual Tag numbers (VLAN IDs) assigned by TWTC to be carried across the TWTC network. These tags are identified and ordered through completion of the NLAN VLAN Tag Order form.

Service Configuration: The primary TWTC deployment involves placing an Ethernet switch in TWTC's Central Office (CO) with Ethernet switches located at each Customer location. The CO Ethernet switch and the switches deployed on the Customer premises are interconnected using fiber 1-Gigabit and/or 10-Gigabit Ethernet links. In some instances, Customer end-user ports may be offered from transport (SONET-based) equipment. These corresponding connections are carried over the SONET infrastructure to the TWTC CO Ethernet switch, where they interconnect to the switched Ethernet network with other locations.

Maintenance: TWTC manages all TWTC SNLAN equipment remotely from the TWTC Network Operations Center (NOC). If Customer experiences service issues, the Customer must call the NOC in Greenwood Village, Colorado and describe the service issue. Problem identification, troubleshooting, and resolution are performed remotely by TWTC NOC personnel. In selected cases, service issue resolution may involve the NOC contacting the City Operations for assistance and/or dispatch of a technician.

TWTC Responsibilities:

(1) TWTC will install and maintain the Ethernet switch equipment necessary for the SNLAN service.

(2) Equipment deployed for backup power at Customer locations is owned and managed by TWTC unless otherwise stated per agreement with the Customer and/or said equipment is deployed and owned by the Customer.

Customer Responsibilities:

(1) Customer is responsible for providing a secure environment in which to locate the equipment.

(2) Customer is responsible for providing primary power for the SNLAN equipment.

If a service issue results from Customer not meeting the responsibilities set forth above, Customer will continue to be billed for the service and in addition will pay any applicable charges associated with service resolution.

Remarks
ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.

TWTC Initial _____ Customer Initial X

VLAN Tag Service Order Form

VLAN Tag Order Information

Customer Name County of Orange
Account Number 268314
Associated Service Order Number
ICB Number

- [ ] Untagged Service (Untagged)
- [ ] Individual Tagged Service (ITS)
- [X] Unlimited Tagged Service (UTS)

Circuit ID		Total Number of Tags		Total MRC of Tags		Total NRC of Tags	
Circuit 1		Total Number of New Tags	0	Total MRC of New Tags	$ -	Total NRC of New Tags	$ -
Circuit 2		Total Number of Disconnect Tags	0	Total MRC of Disconnect Tags	$ -	Total NRC of Disconnect Tags	$ -
Circuit 3		Total Number of Record Tags	0	Total MRC of Record Tags	$ -	Total NRC of Record Tags	$ -

Tag Number and Activity Information
(For Individual Tagged Service use only)

	Tag Number	Activity	MRC	NRC		Tag Number	Activity	MRC	NRC
1					26				
2					27				
3					28				
4					29				
5					30				
6					31				
7					32				
8					33				
9					34				
10					35				
11					36				
12					37				
13					38				
14					39				
15					40				
16					41				
17					42				
18					43				
19					44				
20					45				
21					46				
22					47				
23					48				
24					49				
25					50				

Remarks

ENLAN Service from Orange County to Solano County Data Center. 100mb bandwidth, and GigE Ports at both sites - Optical Handoff with Multi-Mode Fiber per customer request Steven Huang email of 8/10. County of Orange will be required to EXTEND DMARK AT Solano DATA CENTER AND PROVIDE RACK SPACE for TW telecom at same site. TW will extend DMARK at Orange county site, 12 Civic.

Customer approves and accepts this VLAN Tag Service Order, which fully incorporates the associated TWTC Standard Terms and Conditions or the Master Service Agreement referred to above and the Native LAN/Extended NLAN/Regional Ethernet Service Order. The VLAN Tag Service may not support certain layer 2 Tunneling Protocols (e.g. CDP, VTP, STP) depending on the transport methodology used to deliver the Ethernet LINE/Native LAN/Extended NLAN/Regional Ethernet Service. Desired Installation Date for each order is subject toTWTC internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The TWTC account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

tw telecom holdings inc.

Signature: x
Name (printed): William Frederickson
Title: VP / GM
Date: x
Salesperson: Ronald Mills

Customer: County of Orange
Signature: x
Name (printed): Paula Kleiich
Title: IT Contracts Manager
Date: x 10/6/11

AMENDMENT NO. 5
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Five (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties issued Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

WHEREAS, the Parties desire to issue Amendment Five to increase internet bandwidth in the amount of $32,305.00 effective September 1, 2011 through November 13, 2012.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. Effective September 1, 2011 through November 13, 2012, increase internet bandwith from 200mg to 300mg.

2. The total Contract Amount for the period September 1, 2011 through November 13, 2012 is increased by $32,305.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract as amended shall remain in full force and effect as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc.*:

DATE: _____

SIGNATURE: Tina Davis

PRINT NAME: **Tina Davis**

TITLE: **Senior Vice President**
Deputy General Counsel

DATE: 9/8/11

SIGNATURE: Will Frederickson

PRINT NAME: Will Frederickson

TITLE: VP/GM

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political subdivision of the State of California

SIGNATURE: Sheila Kreilich

TITLE: Contracts Manager

DATE: 9/8/11

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, **less 10% for the period July 1, 2011 through and including November 13, 2012, except as noted below:**

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit> (increased from 100mg to 300mg effective 9/1/2011 through 11/13/2012)		$4,750.00 ($6,412.00 monthly cost effective 9/1/11 through 11/13/2012 10% included in cost)
			Total	1	$33,646.00 ($35,308.00 effective 9/1/11 through 11/13/2012)

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. **PAYMENT TERMS**

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable

Service Modification Order Form

tw telecom

This Service Order is entered into by tw telecom holdings inc. by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and County of Orange ("Customer"), and is effective upon execution both by Customer and TWTC. TWTC will remain responsible for the performance of its subsidiaries under this Service Order, which own and operate the telecommunications facilities. If there is a conflict between this Service Order and the prior agreement(s) for the services being modified or renewed, this Service Order shall prevail over the prior agreement and any applicable tariff.

Monthly Recurring Charge (MRC): $8,412.00 Non-Recurring Charge (NRC): $250.00

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Service Order.

tw telecom holdings inc.		Customer:	County of Orange
Signature:		Signature: x	
Print Name:	William Fredericksen	Print Name:	Paula Kiellch
Title:	VP/GM	Title:	Contracts Manager
Date:	9/8/10	Date: x	8/31/11
Sales Person:	Ronald Mills		

Change Form

Customer agrees this modification only affects the specific services listed below. Except as modified by this Service Modification, the contract described below remains in full force and effect. **Additional services in line with original contract will be coterminous to initial, like services.**

Account Number:	258314	ICB #:	LJON-622PQQ	Expedite:	No
Contract Type:	Voice & Internet Service Order Form (VISOF)			Date Original Contract Signature:	11/14/2006

General Requested Service Modification

Customer has existing Service On Net with existing GigE port, No CoS, and 200mb bandwidth. This Order is to Upgrade Bandwidth from 200 mb to 300mb. No other changes apply to this request. Current Circuit ID associated with Service: 46/KFFN/101450/TWCS. (Customer notes to reference billing) CURRENT MONTHLY BILLING FOR 200MB: $4,275.00. BANDWIDTH 100MB INCREASE FROM 200MB TO 300MB MONTHLY COST: $2,137.00. TOTAL NEW MONTHLY BILLING $8,412.00 MONTHLY. NON RECURRING FEE: $250.00

Service Address #1	1400 South Grand Avenue; Santa Ana, California 92705
Order Activity	Upgrade
Order Notes	Customer has existing Service On Net with existing GigE port, No CoS, and 200mb bandwidth. This Order is to Upgrade Bandwidth from 200 mb to 300mb. No other changes apply to this request. Current Circuit ID associated with Service: 46/KFFN/101450/TWCS

Service Name	Qty	Unit MRC	Total MRC	Unit NRC	Total NRC
Internet Bandwidth Upgrade / Add 100mb	1	$8,412.00	$8,412.00	$250.00	$250.00
		Sub-Totals	$8,412.00		$250.00

8xx Intrastate Rate (per Minute): NA 8xx Interstate Rate (per Minute): NA

AMENDMENT NO. 4
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Four (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing;

WHEREAS, the Parties issued Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

WHEREAS, the Parties desire to issue Amendment Four to extend the Contract for an additional year effective November 14, 2011 through and including November 13, 2012, reduce the contract amount by 10% for the period effective July 1, 2011 through and including November 13, 2012; and change vendor name to tw telecom holdings inc.;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. The term of the Contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2011 through and including November 13, 2012, unless otherwise terminated by County.

2. The total Contract Amount for the period July 1, 2011 through and including November 13, 2011 will be reduced by 10% for an annual not to exceed amount of $388,611.30.

3. The total Contract Amount for the period November 14, 2011 through November 13, 2012 shall will be reduced by 10% for a not exceed amount of $363,376.80.

4. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract and its amendments are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc.*:

DATE: 5/10/2011

SIGNATURE: Gina M Bohrer

PRINT NAME: Gina M Bohrer

TITLE: RVP - Pacific

DATE: _____

SIGNATURE: Tina Davis

PRINT NAME: Tina Davis

TITLE: Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political subdivision of the State of California

SIGNATURE: Paula Kelley

TITLE: Contracts Manager

DATE: 6/7/11

Approved by Board of Supervisors on: 6/7/11

Approved as to form
Office of the County Counsel

BY: _____

Deputy

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2012, **less 10% for the period July 1, 2011 through and including November 13, 2012:**

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit>		$4,750.00
			Total	1	$33,646.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable

AMENDMENT NO. 3
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Three (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and TW Telecom Holdings, Inc., with its principal place of business at 10475 Park Meadows Drive, Littleton, CO 80124, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the Parties issued Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing ;

WHEREAS, the County desires to issue Amendment Three to extend the Contract for an additional year effective November 14, 2010 through and including November 13, 2011, amend Attachment B to reflect amended pricing, and change vendor name from Time Warner Telecom Holdings, Inc. to TW Time Warner Holdings, Inc.;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. The term of the Contract N1000008297, now MA-017-10011150, is extended for a period of one year, thereby amending the Contract period effective November 14, 2010 through and including November 13, 2011, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2010 through November 13, 2011 shall not exceed $403,752.00.

3. A true and correct copy of Attachment B Cost/Compensation for Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract and its amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein. All obligations of the parties that would have been terminated on November13, 2010 are hereby extended to November 13, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

TW TELECOM HOLDINGS, INC.*:

DATE: 7/9/2010

SIGNATURE: Gina M Bohrer
PRINT NAME: Gina M Bohrer
TITLE: RVP- Pacific

DATE: 8/9/2010

SIGNATURE: Tina Davis
PRINT NAME: Tina Davis
TITLE: assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political subdivision of the State of California

SIGNATURE: [signature]
TITLE: Contracts Manager
DATE: 8/31/10

Approved as to form
Office of the County Counsel
Orange County, California
DATE: 8-11-10

BY: [signature] for SG
Deputy County Counsel

Approved by Board of Supervisors on: 8/31/10

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2010 through and including November 13, 2011:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,128.00
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,128.00
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,128.00
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,128.00
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,128.00
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,128.00
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,128.00
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit>		$4,750.00
			Total	1	$33,646.00

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable

AMENDMENT NO. 2
TO
CONTRACT NUMBER N1000008297 AS MA-017-10011150
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number Two (hereinafter "Amendment") is made and entered into by the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") and tw telecom holdings inc. (formerly Time Warner Telecom Holdings, Inc.), with its principal place of business at 7 Mason, Irvine, CA 92618-2707, (hereinafter referred to as "Contractor"), which may be referred individually as "Party" or collectively as "Parties".

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties issued Amendment Number One to amend Attachment A of the Contract;

WHEREAS, the County desires to issue Amendment Number Two to renew the Contract as number MA-017-10011150 for an additional year effective November 14, 2009 through and including November 13, 2010, and amend Attachment B to reflect amended pricing ;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows;

1. The term of the Contract N1000008297, now MA-017-10011150, is renewed for a period of one year, thereby amending the Contract period effective November 14, 2009 through and including November 13, 2010, unless otherwise terminated by County.

2. The total Contract Amount for the period November 14, 2009 through November 13, 2010 shall not exceed $418,800.48.

3. A true and correct copy of Attachment B Cost/Compensation For Contractor Services is attached.

4. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Contract and its amendments/modification are incorporated by this reference as if fully set forth herein and shall remain in full force and effect as amended herein. All obligations of the parties that would have been terminated on November13, 2009 are hereby extended to November 13, 2010. This renewal period of November 14, 2009 through and including November 13, 2010 may be referred to as Contract MA-017-10011150 for County purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

tw telecom holdings inc.*:

DATE: 10-20-2009 SIGNATURE: Gina M Bohrer

PRINT NAME: Gina M Bohrer

TITLE: RVP- Pacific

DATE: 10-20-2009 SIGNATURE: Tina Davis

PRINT NAME: Tina Davis

TITLE: Assistant Secretary

*If the contracting party is a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE

A political subdivision of the State of California

SIGNATURE:

TITLE: Contracts Manager

DATE: 11-10-09

Approved as to form

Office of the County Counsel

Orange County, California

DATE: 10/20/2009

BY:

Deputy County Counsel

Approved by Board of Supervisors on: 11-10-09

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service for the period November 14, 2009 through and including November 13, 2010:

Circuit Label	Type	From Address	To Address	Qty	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$4,285.72
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkeley Ave.	1	$4,285.72
Fiber-9	1 GigE	1400 S. Grand Ave	840 N. Eckhoff	1	$4,285.72
Fiber-2	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$4,285.72
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave.	1	$4,285.72
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd.	1	$4,285.72
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$4,285.72
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit>		4,900.00
			Total	1	34,900.04

Note: *Additional County location may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.00% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly service are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover service and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or service not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County agency department (if county agency is actual customer name)
4. County Contract number (to be added as part of the billing address)
5. Service date(s)
6. Circuit Label
7. Service description
8. Total

Invoices and support documentation are to be forwarded to:

County of Orange
1501 E. Saint Andrew Place, Suite 200
Santa Ana, CA 92705
Attn: Account Payable

AMENDMENT NO. 1
TO
PRICE AGREEMENT NO. N1000008297
FOR
WIDE AREA NETWORK TRANSPORT SERVICES
FOR
ORANGE COUNTY

This Amendment Number One (hereinafter "Amendment") is made and entered into this 1st day of May 2007, by and between the County of Orange, hereinafter "County" and Time Warner Telecom Holdings, Inc., hereinafter "Contractor," which are sometimes individually referred to as "Party," or collectively referred to as "Parties."

WHEREAS, County and Contractor executed Contract N1000008297 for wide area network transport services for a three-year term commencing November 13, 2006, hereinafter "Contract"; and

WHEREAS, the Parties desire to amend the Attachment A of the Contract;

NOW THEREFORE, it is mutually agreed as follows:

1. Attachment A of the original Contract is replaced in its entirety with Exhibit A which is attached hereto and incorporated by this reference:

2. All other provisions of the original Contract remain unchanged and in full force and effect.

3. All other provisions of the original Agreement, a copy of which is attached hereto as Exhibit B and incorporated by this reference, and any previous amendments, to the extent they are not inconsistent with this Amendment, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

TIME WARNER TELECOM HOLDINGS, INC.*:

DATE: _____ Signature: Eric Warren

Print Name: Eric Warren

Title: Regional Vice President

DATE: _____ Signature: Tina Davis

Print Name: Tina Davis

Title: SVP, General Counsel & Assistant Secretary

* **If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph.** The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

County of Orange

A political Subdivision of the State of California

By: _____ Title: Deputy Purchasing Agent

Date: 5/1/07

Exhibit A

ATTACHMENT A

SCOPE OF WORK
WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County's actual monetary loss from such disruptions.

B. INTERNET SERVICES

1. Network Availability
   Contractor shall be available to County at least 99.99% of the time in a calendar month ("Network Availability") or County will receive service outage credits per the table below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to a failure in Contractor's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

2. Network Latency
   Contractor's Internet Services will have an average round-trip transmission of 50 milliseconds ("ms") or less between Contractor Internet points of presence ("POPs") in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between Contractor's Internet POPs located in Hawaii and the mainland United States ("Latency"). If Contractor fails to meet the applicable Latency standard, credits

will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

48 Contiguous U.S.	Hawaii	Credits
0.00 to 50.00 ms	0.00 to 75.00 ms	No Credit
50.01 to 60.00 ms	75.01 to 85.00 ms	5% of the MRC
60.01 to 65.00 ms	85.01 to 90.00 ms	10% of the MRC
65.01 to 70.00 ms	90.01 to 95.00 ms	15% of the MRC
70.01 to 75.00 ms	95.01 to 100.00 ms	20% of the MRC
75.01 to 80.00 ms	100.01 to 105.00 ms	35% of the MRC
80.01 ms or greater	105.01 ms or greater	50% of the MRC

3. Packet Delivery
Contractor's Internet Services will have packet delivery of 99.5% or greater. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between Contractor Internet POPS. If Contractor fails to meet the applicable Packet Delivery objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

Packet Delivery	Credits
99.5% or greater	No Credit
99% to 99.4%	5% of the MRC
98% to 98.9%	10% of the MRC
97% to 97.9%	15% of the MRC
96% to 96.9%	20% of the MRC
95% to 95.9%	35% of the MRC
Less than 95%	50% of the MRC

4. One-time Installation
For Internet Services provisioned completely on Contractor's Network, Contractor will complete installation within 12 business days from the date the Service Order is received by Contractor's Provisioning Network Operations Center ("PNOC"). For Off-net Services (provisioned through another provider), Contractor will complete installation within 12 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If Contractor fails to meet the installation interval, it will provide County with a 50% credit off the installation fee set forth in the applicable Service Order.

5. General Terms
County shall report problems with its Services by contacting Contractor's Customer & Network Reliability Center ("CNRC") at 1-800-829-0420. Contractor will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purpose of determining the applicable credit, a Service Outage begins upon monitoring systems report of a "down" circuit and ends when the Service is restored. The resources, equipment and methodology used to measure service level metrics are determined by Contractor in its sole discretion. Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the County's equipment, acts or omissions of County or its end users, failure of elements of the Internet outside of Contractor's control or outages occurring during scheduled or emergency maintenance. Standard maintenance windows are based on the time zone of a city's location and are available at: http://info.twtelecom.net/info.php?id=1. County shall be notified in advance of any planned or emergency outages. Notification shall be a minimum of 10 business days for planned outages and 3 days for emergency outages. The duration of a Service Outage does not include any time during which Contractor is denied access to

the premises necessary to restore the Service. County has the right to exercise any one of the SLA credits at any time during the month and can exercise multiple credits during any month.

C. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security polices/procedures, "Best Practices", and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

D. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible web site is preferred for County access to Contractor transport statistics and information.

E. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational.

Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and throughput validation methodologies.

F. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and maintenance of communication links, if applicable.

2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.
3. Contractor will provide any necessary equipment to initiate new services at a given location.

4. County shall receive at minimum a one-year warranty on all new parts and equipment.

G. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the County Information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work is to be performed at any County owned or occupied facility without direct authorization from County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of County Project Manager.

The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same.

No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor's Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work.

All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor.

The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact signoff on the TSR as completed.
- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.

Exhibit B

Original Contract N1000008297

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Agreement for

Wide Area Network Transport Services

Between

The County of Orange

And

Time Warner Telecom Holdings, Inc.

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AGREEMENT BETWEEN COUNTY OF ORANGE AND TIME WARNER TELECOM HOLDINGS, INC., FOR WIDE AREA NETWORK TRANSPORT SERVICES

This Agreement, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", and Time Warner Telecom Holdings, Inc., with a place of business at 7 Mason Irvine, CA, hereinafter referred to as "Contractor", which are sometimes individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, County desires to enter into a Contract with Contractor to provide wide area network transport services ("WAN"); and

WHEREAS, Contractor is willing to provide the services specified in the Scope of Work, attached hereto and hereinafter referred to as Attachment A, in accordance with the following Terms and Conditions;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

B. **Entire Contract:** This Contract, including its Attachments and Exhibit which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".

C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing

by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and initial testing of transport circuit has been completed as set forth in Attachment A, Transition, Testing and Acceptance, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance with Attachment B, Cost/Compensation.

G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in the Contract, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. In the event County terminates this Contract or any of the Services specified in Attachment B, Number 2 ("Initial Service Purchase") without cause, County shall pay to Contractor Termination Liability equal to 100% of the applicable monthly recurring charge for the terminated services for the remaining term of the Contract. County may terminate individual Services without terminating the Contract in its entirety. County shall not be responsible for Termination Liability associated with the termination of individual services that are part of the Initial Service Purchase provided that the following conditions are met: (a) within 30 days of the termination of such service, County orders new Services from Contractor at a service address specified in Attachment B for a term not less than the unexpired term of the terminated Services; (b) the new Services do not require Contractor to incur capital expenditures; and (c) the new Services have monthly recurring charges equal to or

greater than the monthly recurring charges for the terminated Services; or, (d), in lieu of (a), (b) and (c) above, within 30 days of the termination of such Services, (i) County orders new Services from Contractor at any location, (ii) County pays for any capital or build out expenses incurred in providing the new Services as a one time fee or incorporated in the applicable monthly recurring charge, and (iii) the new Services have monthly recurring charges (less any portion of the monthly recurring charge associated with capital or build out expenses), equal to or greater than the monthly recurring charges for the terminated Services. Termination Liability for future services ordered at locations other than those referenced in Attachment B, Number 2, Initial Service Purchase, shall be determined by the parties at the time such services are ordered and shall be reflected in an amendment to this Agreement as referenced in Paragraph C above. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations except as provided herein.

Termination by Contractor: (a) Contractor may terminate this Contract or any service order hereunder or suspend services, with 30 days prior written notice, upon: (i) County's failure to pay any amounts as provided herein; (ii) County's breach of any provision of this Contract or any law, rule or regulation governing the services; (iii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to County; or (iv) any governmental prohibition or required alteration of the services. Contractor shall afford County written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach. (b) Contractor may terminate or suspend services without notice if: (i) necessary to protect Contractor's network; Contractor has reasonable evidence of County's fraudulent or illegal use of services; or (ii) required by legal or regulatory authority. Any termination shall not relieve County of any liability incurred prior to such termination, or for payment of unaffected services. All terms and conditions of the Contract shall continue to apply to any services not so terminated, regardless of the termination of this Contract. If the service provided under any service order hereunder has been terminated by Contractor in accordance with this section, and County wants to restore such service terminated due to County breach, County must first pay all past due charges, a non-recurring charge and reconnections charge. All requests for disconnection will be processed by Contractor in 30 days or less. County must pay for services until such disconnection actually occurs, unless County has exercised its right to terminate for cause as set forth in this Section.

L. **Consent to Breach Not Waiver:** No term or provision of this Contractor shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.

O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **Indemnification/Insurance:**

INDEMNIFICATION PROVISIONS

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability for personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. Contractor is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of services hereunder, including any claims made by or through third parties. Contractor's liability to County may not exceed one month's calculation of monthly charges for the applicable services. Contractor has no liability whatsoever for the content of information passing through its network. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

INSURANCE PROVISIONS

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	$1,000,000 combined single limit per occurrence $2,000,000 aggregate

Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this Contract shall be at least $1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "claims made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.
All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If Contractor's Professional Liability policy is a "claim made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements

Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 (thirty-six) hours of the start of the delay and Contractor avails himself of any available remedies.

U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

Additional Terms and Conditions

1. **Scope of Contract**: This Contract specifies the contractual terms and conditions by which the County will procure and receive good/services from Contractor as set forth in Attachment A. This Contract supersedes the Time Warner Telecom Standard Terms and Conditions submitted in response to RFP# 14Z0000005. County of Orange may submit service orders to Contractor to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). When fully executed by both Parties, the Service Orders and this Contract form the final written agreement between the Parties ("Agreement"). However, should a conflict arise between the contents of this Contract and the contents of a specific Service Order or the Service Orders collectively, the Terms and Conditions of this Contract shall prevail.

2. **Term of Contract**: The initial term of this Contract is for three (3) years effective on the date execution is completed by both Parties, continuing for three (3) years from that date, unless terminated by County. Contract may be renewed for up to two (2) additional one-year, consecutive terms, upon mutual agreement of the Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. County is not required to provide a reason, or rationale in the event it elects not to renew the Contract.

3. **Fiscal Appropriations**: This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

4. **Precedence**: The Contract documents consist of this Contract including its Attachments and Blank Exhibit. In the event of a conflict between the Contract documents, the order of precedence shall be the 1) the General Terms of this Contract, 2) the Additional Terms of the Contract and 3) the Attachments and Exhibit.

5. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

6. **County and Contractor Project Manager:** The County shall appoint a Project Manager to act as liaison between the County and the Contractor during the term of this Contract. The County's Project Manager shall notify Contractor of any transport circuits to be added or terminated. Contractor shall not add, delete, install, remove or terminate any individual or group of transport circuit(s) without a TSR submitted by the County's Project Manager. Contractor shall not be compensated for any transport circuit, service, termination, deletion or monthly charges, fees or rates for any transport circuit which has not been requested in writing by the County Project Manager.

   Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's Project Manager from providing services to the County under this Contract.

7. **Contractor Personnel:** In addition to the rights set forth in paragraph 6, the County's Project Manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's Project Manager shall notify the Contractor's Project Manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar days after written notice by the County's Project Manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.

8. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

9. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of four years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer.
10. **Conflict of Interest – (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, relatives, sub-tier Contractors, and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

11. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

12. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

13. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    1. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach; and

    2. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and

    3. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above; and

    4. County may terminate the Contract immediately without penalty.

14. **Contract Disputes:**
    A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period

of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

C. If County disputes any charges billed hereunder, County must submit a documented claim regarding the disputed amount within 120 days of knowing or having should have known that the charges billed are incorrect. All claims regarding disputed charges not submitted to Contractor within such time are deemed waived.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions.

15. **Stop Work:** The County may, at any time, by written stop work order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of 90 working days after the stop work order is delivered to the Contractor and for any further period to which the Parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to the Contractor or within any extension of that period to which the Parties shall have agreed, the County shall either

    1. Cancel the stop work order; or

    2. Terminate the Contract in whole or in part in writing as soon as feasible. County is not required to provide thirty (30) days notice of the termination of the Contract to Contractor if a stop work has been issued by County.

16. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
17. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid

registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

Name: Time Warner Telecom Holdings, Inc.
Address: 7 Mason
City, State, Zip Code: Irvine, CA 92618
Attn: Manuel Lopez
Title: Account Manager
Phone: (949) 672-0319

For County:

County of Orange
CEO/IT/Finance & Contracts
1501 E. St. Andrew Place, 2nd Floor
Santa Ana, CA 92705
Attn: Diana Banzet
Deputy Purchasing Agent
714-567-7506
714-567-5195 Fax

18. **Incorporation**: This Contract, its Attachments A through C, and blank form Exhibit I are attached hereto and incorporated by reference and made a part of this Contract.

19. **Usage**: No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.

20. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the County's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

    The County reserves the right to audit and verify the Contractor's records before payment is made.

    Contractor agrees to maintain such records for possible audit for a minimum of four years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

    Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

21. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general

conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

22. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.
23. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

24. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

25. **News/Information Release**: The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

26. **County of Orange Child Support Enforcement Requirements Blank Form (Exhibit I)** In order to comply with the child support enforcement requirements of the County of Orange, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Deputy Purchasing Agent:

    A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

    B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;

    C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

    D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. The required certification is listed in Exhibit I. A blank Exhibit I is attached hereto.

    Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully

served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

27. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.

Signature Page

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below

TIME WARNER TELECOM HOLDINGS, INC.*:

DATE: 10/23/06 Signature: Gina M Bohreer

Print Name: Gina M Bohreer

Title: Regional Vice President, Southwest

DATE: 10/23/06 Signature: Tina Davis

Print Name: TINA DAVIS, ESQ.

Title: SECRETARY, DEPUTY GENERAL COUNSEL AND VICE PRESIDENT

* **If the contracting party is a corporation, (2) two signatures are required as further set forth in this paragraph.** The first signature shall be: (a) the Chairman of the Board; b) the President; or c) any Vice President. The second signature shall be a) the Secretary; or 2) any Assistant Secretary; or 3) the Chief Financial Officer; or d) any Assistant Treasurer.

COUNTY OF ORANGE
A political subdivision of the State of California

By

Date 11/14/06

Approved by Board of Supervisors on: 11/14/06

Approved as to form, County Counsel
County of Orange, California

By:

Date: 10.26.06

ATTACHMENT A

SCOPE OF WORK
WIDE AREA NETWORK TRANSPORT SERVICES

A. SERVICE LEVELS

Contractor shall provide transport services with high-availability and minimum downtime. Service Level Agreements (SLAs) are a critical component of any transport service to assure that negotiated services levels are contractually adhered to by the Contractor. The County requires a minimum of 99.99% up time on all proposed circuits. The Contractor will ensure that available bandwidth or throughput will not drop below 90% of declared circuit capacity at any time on any proposed circuit. The Contractor will further produce reports to the County showing bandwidth utilization and availability of throughput on an hourly, daily, weekly, monthly, and yearly basis. These reports will be available on-line and allow for on-demand bandwidth reporting by County staff at any time. Scheduled impact to transport services needs to be documented and sent to designated County contacts five (5) working days in advance. The County must be notified within 30 minutes of any outages through a pre-defined County escalation plan. All SLAs will be actively enforced by the County. Fee reductions specified in Attachment B may result from Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service without regard to the County's actual monetary loss from such disruptions.

B. SECURITY

The County Enterprise Network requires that Contractor provides detailed documentation outlining security polices/procedures, "Best Practices", and technologies that are implemented in the proposed WAN Transport Service offering to increase security and mitigate risk.

C. NETWORK AND TRANSPORT MONITORING

Contractor shall provide a method for on-line monitoring by the County of all proposed circuits. The Contractor should be able to provide reports on real-time and historical bandwidth utilization. All reports will include the ability to show detail on an hourly, daily, weekly, monthly and yearly basis. Additionally, the Contractor may provide a portal or secure web access for the County to monitor circuit up-time and outages. A secure Internet-accessible web site is preferred for County access to Contractor transport statistics and information.

D. TRANSITION, TESTING AND ACCEPTANCE

All services must be in place no later than January 15, 2007. The County will require the Data Center (1400 S. Grand Ave.) and 301 The City Drive South, Orange, be operational by December 15, 2006, to insure smooth integration with existing County infrastructure. These dates may be change upon mutual agreement of the Parties. No payments to the Contractor shall be made until the County has determined that a successful testing of each circuit and integration with County network is operational.

Contractor will provide a comprehensive testing and acceptance plan for each site and each circuit type. At a minimum the County expects these testing and acceptance criteria to include pre-acceptance uptime periods and throughput validation methodologies.

E. ADDITIONAL CONTRACTOR REQUIREMENTS

1. Contractor shall provide full, 24 hours by 7 days a week, support including telephone support (i.e. help desk) and maintenance of communication links, if applicable.

2. Contractor will coordinate ordering, shipping and delivery of equipment and materials to any installation site, in the event such materials are required.

3. Contractor will provide any necessary equipment to initiate new services at a given location.

4. County shall receive at minimum a one-year warranty on all new parts and equipment.

F. COUNTY TELECOMMUNICATIONS PROCEDURES

All telecommunication and data services projects in County facilities fall under the direct authority of the office of the County Information Officer, Deputy CEO for County Executive Office/Information Technology (CEO/IT). No work is to be performed at any County owned or occupied facility without direct authorization from County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any other County agency regarding any County facility without the involvement, coordination and pre-approval of County Project Manager.

The County uses a Telephone Services Request (TSR) for all services requested from Contractor. The TSR will indicate the installation address and the billing address, which may or may not be the same.

No work is to be performed at any County owned or occupied facility without a signed TSR from the County Project Manager. Additionally, no consultation or engineering of any sort will occur directly between the Contractor and any agency regarding any County facility without the involvement, coordination, and written approval from County Project Manager. Failure to comply with these instructions can lead to termination of the Contract. Additionally, if the Contractor installs any transport circuits without a signed TSR from the County Project Manager at any County facility, said performance will be deemed outside the scope of this Contract and the service shall not be compensated. If Contractor is unsure of a course of action or whether to undertake any service including but not limited to installation, repair, deletion, or termination of any transport circuit, prior to providing any service Contractor's Project Manager shall notify, in writing, the County Project Manager for consultation and written approval or denial of the work.

All services are to be coordinated using the outlined methods, and through the County designated Project Manager only. The County Project Manager may provide a minimum of thirty (30) days notice for all requests to terminate or delete any transport circuit. The only acceptable method to proceed with work is an authorized TSR. As part of this Contract, direct technical contact procedures and access shall be established for 24 hour/7 day week operational response by the Contractor.

The Telephone Service Request (TSR) process is as follows:

- The County Project Manager is responsible for processing and tracking the TSR and will be the single point of contact for any service.
- The County Project Manager will notify the Contractor of a pending TSR.
- The Contractor will pick up the TSR from the County Project Manager and arrive at the job site on the due date to perform the work. The TSR can be faxed or e-mailed to the Contractor upon request.
- The Contractor will cover all the work to be done with the designated County contact and be prepared to answer any questions.
- Upon arrival at the County location, the Contractor will be escorted to the work location and will perform all the necessary work in a professional and workman like manner and notify the contact when work is completed.
- The Contractor will explain all the work that was done and have the County department/agency contact signoff on the TSR as completed.
- The Contractor will return the signed TSR and all ancillary documentation associated with the TSR to the County Project Manager.
- The Contractor shall submit an invoice to County indicating labor and material used and referencing a TSR and Contract number. The invoice will include a copy of the TSR with the signature of the County contact that accepted the work performed. The Contractor will invoice the County within 60 days of the accepted completion of the project.

Contractor shall submit a list of all employees who will be directly performing tasks associated with this Contract to the County Project Manager. Contractor employees may be subject to a background check performed by the County's Sheriff Department and Probation Department, if required to obtain access at certain locations. Cost for any background check will be the responsibility of the Contractor. If changes occur to this list an updated list will be submitted, in writing, by the Contractor, to the County Project Manager. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs the Contractor will be notified that they have not complied with the terms of this Contract and the Contract may be terminated.

ATTACHMENT B

COST/COMPENSATION FOR CONTRACTOR SERVICES

1. COMPENSATION

This is a fixed fee Contract between the County and Contractor for services provided in Attachment A, Scope of Work in accordance with the pricing specified below.

2. INITIAL SERVICE PURCHASE

Contractor shall supply the following service:

Circuit Label	Type	From Address	To Address	Qty	Total Setup	Total Monthly
Fiber-14	1 GigE	1400 S. Grand Ave	301 The City Dr. South	1	$2,000	$5,000
Fiber-6	1 GigE	1400 S. Grand Ave	1275 Berkley Ave	1	$2,000	$5,000
Fiber-9	1 GigE	1400 S. Grand Ave	840 Eckhoff	1	$2,000	$5,000
Fiber-2-	1 GigE	1400 S. Grand Ave	1770 N. Broadway	1	$2000	$5,000
Fiber-3	1 GigE	1400 S. Grand Ave	1001 S. Grand Ave	1	$2,000	$5,000
Fiber-4	1 GigE	1400 S. Grand Ave	4601 Jamboree Rd	1	$2,000	$5,000
Fiber-7	1 GigE	1400 S. Grand Ave	1535 E. Orangewood	1	$2,000	$5,000
	Fixed/Tiered EIS w/Gig Port	1400 S. Grand Ave	<Gigabit Internet circuit>		$0	$5,000
			Total	1	$14,000	$40,000

Note: *Additional County locations may be added and/or deleted to this schedule during the term of the Contract. The Contract may be amended, as set forth in paragraph C, to add circuit locations.

Fee reduction for Contractor's failure to notify County of planned and unplanned service interruptions, reduction in available circuit capacity, delays in repair or any other disruption of service, that result in an individual circuit not meeting the 99.99% uptime for any sequential thirty (30) day period:

Per Service Outage	Percentage Credit
Less than 1 minute (99.99% availability)	No credit
1 minute up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

3. PAYMENT TERMS

Initial Set-up: Invoices for initial set-up are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system. If service does not meet acceptance specifications herein, Contractor assumes all costs and may not seek reimbursement from County.

Monthly Service: Invoices for monthly services are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services, as specified in Attachment B, shall begin upon the date of acceptance of the system.

Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

4. **PAYMENT/INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

    1. Contractor's name and address
    2. Contractor's remittance address (if different from 1 above)
    3. Name of County agency department (if county agency is actual customer name)
    4. County Contract number(to be added as part of the billing address)
    5. Service date(s)
    6. Circuit Label
    7. Service description
    8. Total

    Invoices and support documentation are to be forwarded to:

    County of Orange – CEO/IT
    1501 E. Saint Andrew Place, Suite 200
    Santa Ana, CA 92705
    Attn: Accounts Payable

ATTACHMENT C

STAFFING PLAN

1. Primary Staff to perform contract duties

Name	Classification/Designation
Joe Wirthman	City Operations Director
Lance Rubio	Operations Manager
Rachael Preston	Project Manager
Jose Cruz	Central Office Engineer
Jan Van Greuningen	Plant Manager
Scott Sanducci	Network Technician II
Gerardo Issasi	Network Technician II

2. Alternate Staff (for use only if primary staff are not available)

Name	Classification/Designation
Richard Guard	City Operations Director of LA
Myles Nanbu	Vice President of Operations
Steven Sutter	Network Technician III
Doug Faloon	Operations Manager
Reggie Roberts	Central Office Engineer
Bart VanWey	Plant Manager
Jose Centeno	Network Technician III

Substitution or addition of Contractor's key personnel in any given category or classification shall be allowed only with prior written approval of the County's Project Manager.

EXHIBIT I

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION REQUIREMENTS

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

_____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

_____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the Contract.

_____

Authorized Signature Name Title

TIME WARNER TELECOM

CONNECTING YOUR BUSINESS TO MORE BUSINESS℠

Contract Classification
NEW

☐ TWTC Standard Terms and Conditions on File ☑ Master Services Agreement on File

Date: 11/15/06

Account #268314

Internet Service Order Form

This Service Order is entered into and is effective upon execution by County of Orange Time Warner Telecom Holdings Inc. ("TWTC") and ("Customer").

The Internet services described herein are governed by the Master Service Agreement executed by Customer.

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

Customer Name:	County of Orange		
Service Address:	1400 S Grand Avenue Santa Ana, CA 92705-4400	Billing Address:	1501 E. Saint Andrew Place Santa Ana, CA 92705
Procurement Contact:	Diana Banzet	Tech Contact 1:	24 x 7 Tech Support–Ask for On-Call Network Engineer
Phone:	714-567-7506	Phone:	714-834-2449
Requested Install Date:	12/15/2006	Tech Contact 2:	Donna Lorenz
TERM:	36 Months	Phone:	714-796-8345

Grand Total (Detailed Price Description Below)	MRC:	$5,000.00	NRC: $0.00

Account #268314

TWTC:	Time Warner Telecom Holdings Inc.	Customer:	County of Orange
Signature:		Signature:	[signature]
Print Name:	Dan Cross	Print Name:	Diana Banzet
Title:	VP / General Manager	Title:	Assistant Contract Manager
Date:		Date:	11/15/06
Sales Person:	Manuel J Lopez		

Internet Access, Managed Security Services and Web Hosting			Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Internet Access (Bandwidth)							
Mbps	Offering						
200	Gigabit Ethernet		$ 5,000.00	1	$ 5,000.00	$ -	$ -
☐ Usage rate table for Burstable service attached							
Internet Transport (Local Loop)							
CLICK HERE FOR CHOICE							
Select EIS Product Delivery:		☐ Collocation	☐ NLAN	☐ SNLAN			
Ethernet or Fast Ethnet Interface		☐ 10 Mbps	☐ 100 Mbps	☐ 10/100 Mbps			
Gigabit Customer Fiber Interface:		☐ Multi-mode	☐ Single-mode				
Equipment Purchases							
Router							
CSU /DSU							
Miscellaneous							
Managed Security Services (Addendum Attached)		Product Delivery:	☐ Network Based	☐ CPE Based	☐ Both		
Choose MSS							
Shared Web Hosting							
Choose Webhosting							
DNS							
Primary DNS (11+) -							
Secondary DNS (51+)							

DATA SERVICES TOTAL		$5,000.00		$0.00

TOTAL MONTHLY RECURRING AND INSTALL CHARGES:		$5,000.00		$0.00

TIME WARNER TELECOM

Native LAN-Service Order Form

Customer Information

Select Order Activity	New	Status of Contract	(1) TWTC Standard Terms and Conditions: N/A (2) TWTC Master Service Agreement: On File Date filed: 11/15/06

Customer Name	County of Orange	Account Number	268314
Service Address	1400 S Grand Avenue	Billing Address	County of Orange - CEO/IT, Contract/RFP 14Z0000005 Attn: Accounts Payable
City, County, State, Zip	Santa Ana, CA 92705-4400	City, County, State, Zip	1501 E. Saint Andrew Place, Suite 200, Santa Ana, CA 92705

Procurement Contact	Diana Banzet	Phone	714-567-7506	Fax	714-567-5195
Billing Contact	Joseph Deleon	Phone	714-567-7378	Fax	714-567-5195
Main Tech Contact 1	24x7 Help Desk--Ask for On-call Network Engineer	Phone	714-834-2449	Fax	None
Main Tech Contact 2	Donna Lorenz	Phone	714-796-8345	Fax	714-567-5062
Main Tech Contact 3	Wesley Kanamori	Phone	714-767-5101	Fax	714-567-5062
Maintenance Contact 1	24x7 Help Desk, ask for On-call Network Engineer	Phone	714-834-2449	Fax	None
Maintenance Contact 2	Donna Lorenz	Phone	714-796-8345	Fax	714-567-5062

Native LAN Service Information

(1) Product Name	Elite NLAN	(2) Bandwidth	Dedicated
(3) Configuration	Point-to-Point	(4) VLAN Tag Service	Unlimited Tagged Service (UTS)

(5) # of ONePorts: [ ] 10M Port [ ] 100M Port [7] 1000M Port

Pricing and Charge Summary

Total Monthly Recurring Charge	$ 35,000.00	Total Change/Record Charge	$ -
Total Non-Recurring Charge	$ 14,000.00	Total Termination Charge	See MSA
Contract Term (Mo)	36 Months	Deposit Amount	$ -
Desired Install Date	Various	Deposit Receipt Date	N/A
Percentage of Interstate Usage (PIU)	0%	ICB Number	MJLZ-6URNP3

Remarks

Standard Maintenance Windows: Time Warner Telecom may perform routine network maintenance between 12:01 AM and 6:00 AM local time, Monday through Sunday. Time Warner Telecom may extend or schedule additional windows if necessary.

Customer approves and accepts this Native LAN/Extended NLAN/Storage Transport Service Order, which fully incorporates the associated the Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired Installation Date for each order is subject to Time Warner Telecom internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom Account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

TWTC:	Time Warner Telecom Holdings Inc.	Customer:	County of Orange
Signature:		Signature:	
Name (printed):	Dan Cross	Name (printed):	Diana Banzet
Title:	VP / General Manager	Title:	Assistant Contract Manager
Date:		Date:	11/14/06
Salesperson:	Manuel J Lopez		

TIME WARNER TELECOM

Native LAN Service Order Form

Elite NLAN

Native LAN Location Information

City Name	Orange County	Orange County	Orange County	Orange County
Port Loc & Onnet/offnet	Location # 1 On-Net	Location # 2 On-Net	Location # 3 On-Net	Location # 4 On-Net
Interface Type	Optical	Optical	Optical	Optical
Port Size & Bandwidth	1000 M Port 1000 Mbps	1000 M Port 1000 Mbps	1000 M Port 1000 Mbps	1000 M Port 1000 Mbps
Local Port Connectivity	Elite NLAN	Elite NLAN	Elite NLAN	Elite NLAN
Physical Address	1400 S. Grand Avenue	301 The City Drive South	1275 N. Berkeley Ave	840 Eckhoff St
City, County	Santa Ana	Orange	Fullerton	Orange
State, ZIP	CA	CA	CA	CA
Demarc/Rm/Flr	1st Floor			
Off-Net LSO CLLI	SNANCA01	ORNGCA14	FUTNCA01	ORNGCA14
Location CLLI				
Offnet Service Provider (OSP)	N/A	N/A	N/A	N/A
Municipality	Santa Ana	Orange	Fullerton	Santa Ana
Building Name	ACS Data Center	Fiber-14: C31 MOB	Fiber-6: NO1 NC	Fiber-9: N17 SSA
Site Contact	7x24 Help Desk--Ask for On Call Ntwk Er	7x24 Help Desk--Ask for On Call Ntwk En	7x24 Help Desk--Ask for On Call Ntwk Er	7x24 Help Desk--Ask for On Call Ntwk Er
Site Phone No.	714-834-2449	714-834-2449	714-834-2449	714-834-2449
Hours of Access	7 x 24	7 x 24	7 x 24	7 x 24
Methods of Access	Call Help Desk	Call Help Desk	Call Help Desk	Call Help Desk
NPA/NXX	714/834	714/935	714/441	714/704
Circuit ID				
TWTC Equipment	Lucent WSM	Lucent WSM	Lucent WSM	Lucent WSM
Customer Premise Equipment				
Type of Hand-Off from CPE	2-fiber	2-fiber	2-fiber	2-fiber
PORT MRC	$ 4,200.00	$ 600.00	$ 600.00	$ 600.00
Service / Bandwidth MRC	$ 17,500.00	$ 1,900.00	$ 1,900.00	$ 1,900.00
NRC per Port	$ 7,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Type 2 MRC	$ -	$ -	$ -	$ -
Type 2 NRC	$ -	$ -	$ -	$ -
Change Charge	$ -	$ -	$ -	$ -
Termination Charge	See MSA	See MSA	See MSA	See MSA

City Name	Orange County	Orange County	Orange County	Orange County
Port Loc & Onnet/offnet	Location # 5 On-Net	Location # 6 On-Net	Location # 7 On-Net	Location # 8 On-Net
Interface Type	Optical	Optical	Electrical	Optical
Port Size & Bandwidth	1000 M Port Select BW	1000 M Port Select BW	1000 M Port Select BW	1000 M Port Select BW
Local Port Connectivity	Elite NLAN	Elite NLAN	Elite NLAN	Elite NLAN
Physical Address	1770 N. Broadway	1001 S. Grand Ave	4601 Jamboree Rd	1535 E. Orangewood Ave.
City, County	Santa Ana	Santa Ana	Irvine	Anaheim
State, ZIP	CA	CA	CA	CA
Demarc/Rm/Flr	TBD	TBD	TBD	TBD
Off-Net LSO CLLI	SNANCA01	SNANCA01	TUSTCA11	ORNGCA14
Location CLLI				
Offnet Service Provider (OSP)	N/A	N/A	N/A	N/A
Municipality	Santa Ana	Santa Ana	Santa Ana	Santa Ana
Building Name	Fiber-2: C82 HCD	Fiber-3: Probation Dept	Fiber-4: HO1 Harbor Cts	Fiber-6: NO6 Prob HQ
Site Contact	7x24 Help Desk--Ask for On Call Ntwk Eng	7x24 Help Desk--Ask for On Call Ntwk En	7x24 Help Desk--Ask for On Call Ntwk Er	7x24 Help Desk--Ask for On Call Ntwk Er
Site Phone No.	714-834-2449	714-834-2449	714-834-2449	714-834-2449
Hours of Access	7 x 24	7 x 24	7 x 24	7 x 24
Methods of Access	Call Help Desk	Call Help Desk	Call Help Desk	Call Help Desk
NPA/NXX	714/480	714/667	949/476	714/569
Circuit ID				
TWTC Equipment	Lucent WSM	Lucent WSM	Lucent WSM	Lucent WSM
Customer Premise Equipment				
Type of Hand-Off from CPE	2-fiber	2-fiber	2-fiber	2-fiber
PORT MRC	$ 600.00	$ 600.00	$ 600.00	$ 600.00
Service / Bandwidth MRC	$ 1,900.00	$ 1,900.00	$ 1,900.00	$ 1,900.00
NRC per Port	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00
Type 2 MRC	$ -	$ -	$ -	$ -
Type 2 NRC	$ -	$ -	$ -	$ -
Change Charge	$ -	$ -	$ -	$ -
Termination Charge	See MSA	See MSA	See MSA	See MSA

Need More Locations ? No

REMARKS

Install 7 Elite NLAN GigE circuits with full rate 1000 Mbps. A-Location will be the ACS Data Center at 1400 S. Grand Avenue, the 7 Z-locations are listed above as sites 2-8. MSA is the County of Orange WAN Contract/RFP # 14Z0000005/N10D0008297.

Standard Maintenance Windows: Time Warner Telecom may perform routine network maintenance between 12:01 AM and 6:00 AM local time, Monday through Sunday. Time Warner Telecom may extend or schedule additional windows if necessary.

Customer approves and accepts this Native LAN/Extended NLAN/Storage Transport Service Order, which fully incorporates the associated Master Service Agreement referred to on Main page and the VLAN Tag Service Order. Desired Installation Date for each order is subject to Time Warner Telecom internal provisioning intervals, which are specific to service type, quantity, location and availability. Provisioning interval begins after receipt of signed order and any other required documentation. The Time Warner Telecom Account person will provide a firm due date to customer upon receipt of all required information. Customer acknowledges that the individual executing this Order on Customer's behalf has full and complete authority to bind Customer.

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TWTC Initial _____

Customer Initial

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