WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR
DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND
QWEST INTERPRISE AMERICA, INC.

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned is a "Participating Entity" which shall be defined as Participating Entity states of WESTERN STATES CONTRACTING ALLIANCE (hereafter "Participating Entity"): (i) which requests equipment pursuant to the terms and conditions of the STATE OF UTAH STATEWIDE CONTRACT AR637 (hereafter the "Master Agreement") by executing this Participating Addendum ("PA"); and, (ii) whose request for the sale of equipment by Qwest, at its sole discretion, is accepted by Qwest executing this PA.

2. The undersigned Participating Entity is executing this PA for the purpose of purchasing telecommunications equipment from Qwest Interprise America, Inc. ("Qwest), pursuant to the Master Agreement by and between State of Utah and Qwest. Participating Entity shall be subject to all terms and conditions of this PA and the Master Agreement. Lease agreement terms and conditions have not been approved for use by Purchaser(s) under this PA.

3. Scope: The general purpose of this Contract is to provide: Data Communications Equipment and Associated OEM Maintenance & Training.

4. Changes to Master Agreement specific to the State of Washington specified in the Attachment(s) to this PA, incorporated herein by this reference.

5. Primary Contact/ Legal Notices:
5.1. Any notice or demand or other communication required or permitted to be given under this PA or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, or via facsimile, to the parties at the addresses and fax number provided in this section. For purposes of complying with any provision in this PA or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

5.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

5.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided pursuant to this PA is served upon Qwest or Participating Entity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Qwest and Participating Entity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

5.4. For Participating Entity:

State of Washington Department of Information Services	
Attn: TSD Contract Administrator	
Mailing Address:	***Street Address:***
PO Box 42445	2411 Chandler Court SW
Olympia, WA 98504	Olympia, WA 98502
Phone: (360) 725-4200	
Fax: (360) 664-0711	
E-mail: mcadmin@dis.wa.gov	

5.5. For Qwest:

Qwest Interprise America	
Attn: Vice President Legal Affairs Dept, Commercial Law	
Mailing Address:	***With Copy To:***
1801 California Street	Qwest Interprise America, Inc
38th Floor	**Attn:** Wendy Rock, Account Manager
Denver, CO 80202	512 12th Avenue SE, Suite 400
Phone: (303) 308-5000	Olympia, WA 98501
Fax: (303) 672-2755	Phone: (360) 754-5957
	Fax: (360) 754-3085

6. This PA together with its Attachment(s) and the Master Agreement, Number AR637, together with its Attachment(s), (administered by the State of Utah), set forth the entire agreement between the parties with respect to the subject matter hereof and supercede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this PA and the Master Agreement, shall not be added to or incorporated into this PA or the Master Agreement, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this PA and the Master Agreement shall prevail and govern in the case of any such inconsistent or additional terms. All Orders issued by Purchasers within the jurisdiction of this PA shall include Master Agreement Number AR637.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Approved

State of Washington
Department of Information Services

Signature

Michael B. Emans
Print or Type Name

Assistant Director 3/5/03
Title Date

Approved

Qwest Interprise America, Inc.

S. Brinkmann
Signature

Stephen Brinkmann
Print or Type Name

Director of Offer Management 03/03/03
Title Date

Approved as to Form

State of Washington

Office of the Attorney General

Approved as to form by Chip Holcomb via email dated 2/28/2003, attached

Signature

Chip Holcomb
Print or Type Name

Senior Counsel, AGO
Title Date

Vendor Information
Vendor's UBI Number: 600 517 141
Minority or Woman Owned Business Enterprise Yes _____ No ☒ (Certification Number)

Kirk, Marie (DIS)

From: Holcomb, Chip (ATG)
Sent: Friday, February 28, 2003 3:37 PM
To: Kirk, Marie (DIS)
Subject: RE: Qwest WSCA PA

Consider it approved

Chip Holcomb
Senior Counsel, Attorney General's Office
P.O. Box 40108
905 Plum St., Bldg. 3
Olympia, WA 98504-0108
voice: (360)753-9671
fax: (360) 586-3593
email: chiph@atg.wa.gov

-----Original Message-----
From: Kirk, Marie (DIS) [mailto:MarieK@DIS.WA.GOV]
Sent: Wednesday, February 26, 2003 5:33 PM
To: Holcomb, Chip (ATG); Chip Holcomb (E-mail 2)
Subject: Qwest WSCA PA

Chip, here is the Qwest PA and pricing and the Utah-Qwest contract. Looking for approval as to form on the PA. An email response would be fine. Thanks.

Marie

-----Original Message-----
From: Kirk, Marie (DIS)
Sent: Wednesday, February 26, 2003 5:28 PM
To: Wendy E. Rock (E-mail)
Cc: Steven Kilmer (E-mail)
Subject: WSCA PA with last changes!!

Wendy, as we discussed, the last "tracking" document with changes to #6 and signature on page 2, and changes to #23. Pricing is good to go. Send me the final cleaned up PA electronically and get it signed. Yipee and thanks.

<< File: DISWSCAcc030219FinalTracking.doc >> << File: WSCA Qwest branded mtnc-install list 02-21-03 Tim Otto.xls >> << File: Qwest_Utah_WSCA Contract.doc >>

Marie Kirk
Contracts Manager
Department of Information Services
Telecommunication Services Division
voice: 360.725.4241
fax: 360.664.0711

ATTACHMENT 1
WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR
DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND
QWEST INTERPRISE AMERICA, INC.

1. DEFINITIONS.

"Acceptance Date" shall mean: (i) for Contractor-installed Products or Products undergoing formal acceptance testing, the date of Purchaser's written notification to Contractor of acceptance of the Products; (ii) for other Products, the twentieth (20th) Business Day after the date of shipment.

"Confidential Information" shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, Purchaser source code, Purchaser network configuration information, or other information which is marked confidential at the time of disclosure.

"Contractor/Offeror/Vendor" shall mean Qwest Interprise America, Inc., its employees and agents. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this PA.

"Customer" shall mean the same as "Purchaser".

"DIS" shall mean the State of Washington, Department of Information Services.

"Effective Date" shall mean the first date this PA is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this PA.

"Order Document"/"Order" shall mean any official State document and attachments thereto specifying Products and Services to be purchased or licensed from Contractor under this PA. Each Order shall specify on its face the types and quantities of Products and/or Services to be furnished by Contractor pursuant to the Order, the delivery date(s), and the installation site(s).

"Participating Addendum" or "PA" shall mean this agreement between the Contractor and the State of Washington, a Participating State, that clarifies the operation of the Master Agreement and may add other state-specific language or other requirements.

"Participating Entity" shall mean a member of WSCA who has indicated its intent to participate, as disclosed in the solicitation, or who subsequently signs a PA.

"Procuring Agency(ies)" shall mean the same as "Purchaser".

"Product(s)" shall mean data communications equipment, specifically, Cisco routers, switches, and LAN/WAN Wireless, and Kentrox CSUs/DSUs, and associated components, software and documentation. Stand-alone voice equipment is specifically excluded from the definition of Products that can be sold under this PA.

"Proprietary Information" shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by United States copyright, patent, trademark, or trade secret laws.

"Purchaser" shall mean DIS and any other state agency, or political subdivision (including public schools, colleges or universities), or qualified non-profit organization of the state of Washington, who have a properly executed Interlocal Cooperative Agreement (Customer Service Agreement) with DIS.

"Purchasing Entity(ies)" shall mean the same as "Purchaser".

"Service(s)" shall mean installation, training and maintenance services for eligible Products.

"Subcontractor" shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this PA under a separate contract with Contractor. The term "Subcontractor" means Subcontractor(s) of any tier.

2. ORDER OF PRECEDENCE. In the event of any inconsistency in this PA, the inconsistency shall be resolved in the following order of precedence:

(i) Sections of this PA, including its Attachments;

(ii) WSCA Master Agreement, Number AR637;

(iii) Contractor's Response to Request for Proposal (RFP) LW1907;

(iv) Utah's Request for Proposal LW1907;

(v) The terms and conditions contained on Purchaser's Order Documents.

3. FORCE MAJEURE. Contractor, DIS or Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS or Purchaser, or their respective Subcontractors.

4. DELIVERY.

4.1. The prices offered shall be the delivered price to any WSCA state agency or political subdivision. Contractor shall ship all products F.O.B. destination, freight prepaid, with all transportation and handling charges paid by the contractor. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause. Except for damage caused by the Purchaser, responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Purchaser, except as to latent defects, fraud and Contractor's warranty obligations.

4.2. Whenever a Purchaser does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall also be returned. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchaser. Contractor is responsible for the pick-up of returned equipment.

5. NONDISCRIMINATION. The Offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or

national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities, and Title 49.60 RCW, Washington Law Against Discrimination. The Offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Offeror fails to comply with the provisions of these laws and regulations. The Offeror must include this provision in every subcontract relating to purchases by the States to ensure that Subcontractors are bound by this provision.

6. ACCEPTANCE TESTING. Contractor agrees that Purchaser may choose to require formal acceptance testing on Products purchased under this PA. Such acceptance testing criteria shall be mutually negotiated and agreed to by both Purchaser and Contractor on an individual case basis. In that case, no payment will be authorized until the Product has met the standard of performance and has been accepted, in writing, by Purchaser.

7. RECORDS ADMINISTRATION. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this PA. These records will be retained by the contractor for at least six (6) years after the contract terminates, or until all audits or litigation initiated within the six (6) years have been completed, whichever is later.

8. GENERAL

8.1 Participating Entity or Purchaser is responsible for meeting all physical and environmental site standards and requirements of the equipment manufacturer and of Contractor for installation and/or operation, as appropriate, of equipment installed or serviced by Contractor under the Agreement.

8.2 Any agreement by Contractor to a Participating Entity or Purchaser requested change or cancellation (in whole or in part) of equipment, software or services under this Agreement shall be subject to Participating Entity's or Purchaser's payment of all restocking charges incurred by Contractor.

8.3 Returns of new, unopened or installed equipment within thirty (30) days from the ship date are subject to a 15% percent restocking fee. No returns after thirty (30) days.

9. SURVIVORSHIP. All license and purchase transactions executed and Services provided pursuant to the authority of this PA shall be bound by all of the terms, conditions, prices and discounts set forth within this PA or the Master Agreement, notwithstanding the expiration of the initial term of this PA or the Master Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this PA and the Master Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this PA or the Master Agreement shall so survive. In addition, the terms of the sections titled Contractor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Order of Precedence; Publicity; Patents; Copyrights and Disputes shall survive the termination of this PA.

10. ADVANCE PAYMENT PROHIBITED. No advance payment shall be made for Products or Services furnished by Contractor pursuant to this PA. Notwithstanding the above, payments for maintenance may be made in advance on a monthly, quarterly or annual basis, at Purchaser's option.

11. TAXES. Purchaser will pay sales and use taxes, if any, imposed on the Products or Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property.

12, CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS. Any written commitment by Contractor within the scope of this PA shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this PA. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time, and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

13. PROTECTION OF PURCHASER'S CONFIDENTIAL INFORMATION.

13.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this PA or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this PA, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this PA, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors reasonably necessary to further the purpose of this PA. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

13.2 Immediately upon expiration or termination of this PA, Contractor shall, at Purchaser's or DIS' option: (i) certify to Purchaser or DIS that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser or DIS requires of Contractor to protect Purchaser's Confidential Information.

13.3 DIS and Purchaser reserve the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this PA. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

13.4 Violation of this section by Contractor or its Subcontractors may result in termination of this PA and demand for return of all Confidential Information, monetary damages, or penalties.

13.5 The obligations imposed by this Contract shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by Vendor; or (b) is or becomes publicly available through no fault of Vendor; or (c) is obtained by Vendor from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the DISCLOSING PARTY; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

14. PUBLICITY.

14.1. Entering into this PA with Contractor is not in any way an endorsement of Contractor or Contractor's Services by Purchasing Entity or Purchasers and shall not be so construed by Contractor in any advertising or other publicity materials.

14.2. DIS and Contractor each agree to submit to the other, all advertising, sales promotion, and other publicity materials relating to this Contract and Services wherein either Party's name is mentioned, language is used, or Internet links are provided from which the connection of Party's name therewith may, in other Party's judgment, be inferred or implied. DIS and Contractor further agree not to publish or use

such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the other Party prior to such use

14.3. Nothing contained in this Section, however, shall be construed to apply to the following: (i) communications among Purchasers or communications between Purchasers and other agencies and branches of the Washington State Government; and, (ii) posting by DIS of a copy of this contract on its website(s), together with a notation identifying Contractor as a supplier for the Services.

15. INSURANCE COVERAGE.

15.1. Vendor shall, during the term of this PA, maintain in full force and effect, the insurance described in this section. Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*.

15.2. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this PA, Vendor shall provide written notice of such to DIS within ten (10) Business Days of Vendor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this PA's termination.

15.3. The minimum acceptable limits shall be as indicated below:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident;
- Employers Liability insurance covering the risks of Vendor's employees' bodily injury by accident or disease with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease;
- Umbrella policy providing excess limits over the primary policies in an amount not less than $1 million;

15.4. Vendor shall pay premiums on all insurance policies. Such insurance policies certificate(s) shall name DIS as an additional insured on all general liability, automobile liability and umbrella policies. Such insurance certificates shall also reference the Master Agreement number AR637 and this PA number, 03-01, and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DIS by the insurer.

15.5. All insurance provided by Vendor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State subject to the hold harmless/ indemnification agreements under this PA and shall include a severability of interests (cross-liability) provision.

15.6. Vendor shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

15.7. Vendor shall furnish to DIS copies of certificates of all required insurance within thirty (30) calendar days of this PA's Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the first business day in the month of April for each successive year that this PA or the Master Agreement is in full force and effect. Failure to provide evidence of coverage may, at DIS' sole option, result in this PA's termination.

15.8. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor's liability under the indemnities and reimbursements granted to the State in this PA.

16. INDUSTRIAL INSURANCE COVERAGE. Prior to performing work under this PA, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this PA. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and Services under this PA.

17. WAIVER. Waiver of any breach of any term or condition of this PA shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this PA shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

18. DISPUTES.

18.1. In the event a bona fide dispute concerning a question of fact arises between Purchaser and Contractor and it cannot be resolved between the parties, or with the help of the TSD Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

18.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

18.3. Both parties agree to be bound by the determination of the Dispute Resolution Panel.

18.4. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible

18.5. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this PA that are not affected by the dispute.

18.6. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

19. DIS ADMINISTRATIVE FEE. All purchases made under this PA are subject to a DIS Administration Fee, to be collected by Contractor and remitted to DIS. The Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax. The Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice. Contractor shall remit the Administration Fee directly to the TSD Contract Administrator, along with the PA Activity Report. The check shall be payable to Department of Information Services.

20. DIS ACTIVITY REPORTING.

20.1. Contractor shall submit to the TSD Contract Administrator a Monthly Activity Report of all Product and Service purchases made under this PA. The report shall identify:

a) The Master Price Agreement (AR637);
b) Each Purchaser making purchases during that month;
c) The total invoice price, excluding sales tax for each Purchaser;
e) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
f) The DIS Administration Fee.

20.2. The Activity Report and the DIS Administration Fee shall be submitted by the 15th calendar day of the month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the TSD Contract Administrator. This report may be corrected or modified by the TSD Contract Administrator with subsequent written notice to Contractor. Monthly reports are required even if no activity occurred. Upon request by DIS, Contractor shall provide, in the format requested, the contact information for all Purchasers during the term of the PA.

21. FAILURE TO REMIT REPORTS / FEES. Failure of Contractor to remit the Activity Report together with the Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this PA with Contractor.

22. INVOICE / PAYMENT.

22.1. Contractor will submit properly itemized invoices to each Purchaser within forty-five (45) days of delivery of Products and/or Services at the address(es) indicated in the Order Document. Invoices shall provide and itemize, as applicable:

a) The Master Price Agreement number, AR 637;
b) Purchaser's name and address and Order Document number;
c) Contractor name, remittance address, phone number, e-mail address, fax number and Federal Taxpayer Identification Number;
d) Description of Products, including price, quantity ordered, model and serial numbers;
e) Date(s) of delivery and/or date(s) of installation and set up;
f) Price for each item, or manufacturer's list price for each item and applicable discounts;
g) Description of Services provided, including dates;
h) Net invoice price for each item;
i) Applicable taxes;
j) DIS Administration Fee (0.5% or 0.005 of the total purchase price);
k) Other applicable charges;
l) Total invoice price; and

m) Payment terms including any available prompt payment discounts.

22.2. Payment for completion of a Order is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be remitted by mail, or via electronic funds transfer. Payments may be made via a Purchasing Entity's "Purchasing Card".

22.3. Payments for maintenance services may be made in advance on a monthly, quarterly or annual basis, at Purchaser's option. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

23. MAINTENANCE PRICING. Qwest branded maintenance pricing shall be equal or less than Cisco's branded maintenance pricing.

24. TERMINATION CHARGES – CPE MAINTENANCE SERVICES.

24.1. If a Purchaser terminates a maintenance agreement early, discontinuance charges shall apply, unless Purchaser issues a maintenance agreement with a value equal to or greater than the balance of the current maintenance agreement. Purchaser shall pay termination charges for all remaining months terminated in the current annual period. An Annual period is defined as twelve months equal 1 annual period, twenty-four months equals 2 annual periods and thirty-six months equal 3 annual periods, calculated as follows:

(1) Monthly Rates for Service Terminated	x	(2) 20%	x	(3) Months remaining in the current annual period	+	(4) All Due but Unpaid Charges			=	Termination Charge

24.2. Purchaser may terminate the Service(s) without liability for the discontinuance charges described herein if Contractor does not provide services in accordance with the terms of the Master Agreement. Termination shall be effective thirty (30) days after Contractor's receipt of Purchaser's written notice of its intent to terminate, if Contractor does not cure the failure of service within that thirty-day period.

25. TERMINATION FOR NON-APPROPRIATIONS. If funds are not allocated to a Purchaser to continue a maintenance agreement, Purchaser may terminate its maintenance agreement upon thirty (30) days' written notice to Vendor without termination charges, or otherwise work with Vendor to arrive at a mutually acceptable resolution of the situation. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. This section shall not be construed to permit a Purchaser to terminate its maintenance agreement in order to acquire similar Services from a third party.

26. GOVERNING LAW. This PA shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. However, if the Uniform Computer Information Transactions Act (UCITA) or any substantially similar law is enacted as part of the law of the state of Washington, said statute will not govern any aspect of this PA or any license granted hereunder, and instead the law as it existed prior to such enactment will govern. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

27. VENDOR'S PROPRIETARY INFORMATION. Vendor acknowledges that DIS and Purchaser are subject to chapter 42.17 RCW and that this PA shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with chapter 42.17 RCW, DIS and Purchaser shall maintain

the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, DIS or Purchaser will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

28. TITLE. Upon receipt of payment therefore, Contractor shall convey Purchaser good title to any equipment, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

ATTACHMENT 2
WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR
DATA COMMUNICATIONS EQUIPMENT
BETWEEN
THE STATE OF WASHINGTON, DEPARTMENT OF INFORMATION SERVICES
AND
QWEST INTERPRISE AMERICA, INC.

Qwest Branded Maintenance & Installation

Part Number	CPE Brand	Description	Qwest Installation	SSP Standard NBD	SSP Enhanced 8x5x4	SSP Premium 24x7x4	On-Site NBD	On site 8x5x4	On site 24x7x4	Last Sale Date
Kentrox Equipment										
72561	Kentrox	T1 dual-port CSU\DSU	$405.00	N/A	N/A	N/A	$299.40	N/A	N/A	
72656	Kentrox	Datasmart T1 CSU\DSU	$405.00	N/A	N/A	N/A	$250.00	N/A	N/A	
72658	Kentrox	Datasmart T1 add-drop CSU\DSU	$405.00	N/A	N/A	N/A	$240.00	N/A	N/A	
72771	Kentrox	Datasmart T1 quad-port add-drop CSU\DSU	$405.00	N/A	N/A	N/A	$431.40	N/A	N/A	
78280	Kentrox	56k CSU\DSU plugin	$405.00	N/A	N/A	N/A	$71.40	N/A	N/A	
78285	Kentrox	56k CSU\DSU standalone	$405.00	N/A	N/A	N/A	$59.40	N/A	N/A	
Cisco Routers										
Cisco1600	Cisco	ethernet \ serial modular router	$500.00	$150.00	$220.00	$240.00	$190.00	$275.00	$300.00	
Cisco2501	Cisco	ethernet \ dual serial router	N/A	$289.00	$420.00	$462.00	$363.00	$520.00	$578.00	April 30, 2002
Cisco2502	Cisco	token ring \ dual serial router	N/A	$289.00	$420.00	$462.00	$363.00	$520.00	$578.00	March 31, 2001
Cisco2503	Cisco	ethernet - BRI \ dual serial router	N/A	$315.00	$457.00	$504.00	$394.00	$567.00	$630.00	May 31, 20
Cisco2505	Cisco	ethernet - hub \ dual serial router	N/A	$315.00	$457.00	$504.00	$394.00	$567.00	$630.00	March 31, 2001
Cisco2511	Cisco	access server router	$500.00	$315.00	$457.00	$504.00	$394.00	$567.00	$630.00	
Cisco2513	Cisco	ethernet-token ring \ dual serial router	N/A	$315.00	$457.00	$504.00	$394.00	$567.00	$630.00	March 31, 2001
Cisco2514	Cisco	dual ethernet \ dual serial router	N/A	$315.00	$457.00	$504.00	$394.00	$567.00	$630.00	April 30, 2002
Cisco2610	Cisco	Ethernet Modular router with IP software	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	April 26, 2003

Part Number	CPE Brand	Description	Qwest Installation	SSP Standard NBD	SSP Enhanced 8x5x4	SSP Premium 24x7x4	On-Site NBD	On site 8x5x4	On site 24x7x4	Last Sale Date
Cisco2610XM	Cisco	10/100 Ethernet Router w/ Cisco IOS IP	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	
Cisco2611	Cisco	Dual Ethernet Modular Router	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	April 26, 2003
Cisco2611XM	Cisco	Dual 10/100 Ethernet Router w/ Cisco IOS IP	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	
Cisco 2621	Cisco	Dual 10/100 Ethernet Router with dual WICs	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	April 26, 2003
Cisco 2621XM	Cisco	Mid Performance Dual 10/100 Ethernet Router w/Cisco IOS IP	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	
Cisco 2651XM	Cisco	High Performance Dual 10/100 Modular Router w/Cisco IOS IP	$500.00	$392.00	$569.00	$627.00	$490.00	$706.00	$784.00	
Cisco3620	Cisco	2-slot modular router	$630.00	$600.00	$870.00	$960.00	$750.00	$1,090.00	$1,200.00	
Cisco3640	Cisco	4-slot modular router	$630.00	$1,000.00	$1,450.00	$1,600.00	$1,255.00	$1,835.00	$2,000.00	
*Cisco7204	Cisco	Cisco 7204, 4-slot chassis	$1,200.00	$2,625.00	$3,324.00	$4,200.00	$3,282.00	$4,762.00	$5,250.00	
*Cisco7206	Cisco	Cisco 7206, 6-slot chassis	$1,200.00	$3,150.00	$4,568.00	$5,040.00	$3,938.00	$5,712.00	$6,300.00	
*Cisco7505	Cisco	Cisco 7505 5-Slot, 1 CyBus, 1RSP2	$1,200.00	$4,830.00	$7,004.00	$7,728.00	$6,038.00	$8,755.00	$9,660.00	
*Cisco7507	Cisco	Cisco 7507 7-Slot, 2 CyBus, 1 RSP2	$1,200.00	$7,064.00	$10,246.00	$11,302.00	$8,834.00	$12,806.00	$14,128.00	
*Cisco7513	Cisco	13-slot modular core router	$1,200.00	$9,608.00	$13,930.00	$15,372.00	$12,009.00	$17,417.00	$19,214.00	
Cisco Switches										
Cisco C2950G12	Cisco	Catalyst 2950G -12 port Switch, 10/100TX(RJ-45)	$500.00	$200.00	$289.00	$319.00	$250.00	$362.00	$399.00	
Cisco C2950G24	Cisco	Catalyst 2950G-24 port Switch, 10/100TX(RJ-45)	$500.00	$240.00	$347.00	$383.00	$300.00	$434.00	$479.00	
Cisco C2950G48	Cisco	Catalyst 2950G-48 port Switch, 10/100TX(RJ-45)	$500.00	$400.00	$579.00	$639.00	$500.00	$724.00	$799.00	
Cisco C2948G L3	Cisco	Catalyst 2948G Switch,48 10/100TX(RJ-45)+ 2 1000X GBIC Slots	$500.00	$800.00	$1,159.00	$1,279.00	$1,000.00	$1,449.00	$1,599.00	
Cisco C3508G	Cisco	Catalyst 3508G, 8-port Gig switch	$500.00	$475.00	$690.00	$760.00	$595.00	$860.00	$950.00	
Cisco C3512	Cisco	Catalyst 3512, 12-port 10/100 switch	$500.00	$222.00	$322.00	$355.00	$277.00	$402.00	$445.00	
Cisco C3524	Cisco	Catalyst 3524, 24-port 10/100 switch	$500.00	$266.00	$386.00	$426.00	$333.00	$482.00	$532.00	
Cisco C3548	Cisco	Catalyst 3548, 48-port 10/100 switch	$500.00	$475.00	$689.00	$760.00	$594.00	$860.00	$950.00	

Part Number	CPE Brand	Description	Qwest Installation	SSP Standard NBD	SSP Enhanced 8x5x4	SSP Premium 24x7x4	On-Site NBD	On site 8x5x4	On site 24x7x4	Last Sale Date
*Cisco C4003	Cisco	Catalyst 4000 Chassis (3-slot)	$500.00	$1,447.00	$2,098.00	$2,315.00	$1,808.00	$2,622.00	$2,893.00	
*Cisco C4006	Cisco	Catalyst 4000 Chassis (6-slot)	$500.00	$1,675.00	$2,345.00	$2,568.00	$2,047.00	$2,885.00	$3,164.00	
*Cisco C5500	Cisco	Catalyst 5500 Switch	N/A	$5,750.00	$8,338.00	$9,200.00	$7,188.00	$10,425.00	$11,500.00	
*Cisco C5505	Cisco	Catalyst 5505 Chassis	N/A	$2,300.00	$3,335.00	$3,680.00	$2,875.00	$4,169.00	$4,600.00	
*Cisco C5509	Cisco	Catalyst 5509 Chassis	N/A	$4,600.00	$6,670.00	$7,360.00	$5,750.00	$8,340.00	$9,200.00	
*Cisco C6506	Cisco	Catalyst 6506 Chassis	$1,200.00	$5,250.00	$7,613.00	$8,400.00	$6,563.00	$9,518.00	$10,500.00	
*Cisco C6509	Cisco	Catalyst 6509 Chassis	$1,200.00	$6,500.00	$9,425.00	$10,400.00	$8,125.00	$11,785.00	$13,000.00	
*Cisco C6513	Cisco	Catalyst 6513 Chassis	$1,200.00	$11,000.00	$13,950.00	$15,600.00	$13,750.00	$16,937.00	$19,000.00	

***Note: Chassis based equipment installation and maintenance pricing is based on standard configurations. There may be additional charges associated with the installation and maintenance of equipment that have unique applications. For example, RSM modules, optical interfaces, voice over IP etc. Please confirm pricing with Qwest account team member.**

Time and Material - Best Effort:	$175/hr
Standard Hours:	M-F, 8-5
Restocking fee	15% of product purchase price. No returns after 30 days.
Minimum 2 hour install charge	$350

Installation rates are applicable within 50 mile radius of the following cities: Seattle, Olympia, Spokane, Portland
Mileage uplift charges will apply for those locations that require extra travel to deliver services. Uplift charges are based on the following:

Zone	Mileage	Services Uplift
A	0-50 miles	0% of installation rate
B	51-150 miles	35% of installation rate
C	151-300 miles	50% of installation rate
N/A	>300 miles	Custom quote

Note - The above parts represent typical purchases from customers. If a customer needs Qwest install and/or maintenance on a part not listed, please contact the appropriate Qwest representative to get a custom quote.

Qwest Branded Maintenance Support

For stand alone maintenance contracts, Qwest offers term discounts for Qwest branded maintenance as follows: 3 year - 5% discount; 5 year - 7%.
Additional discounts may be available based on volume. Please contact your Qwest representative for a custom quote.
For products that are no longer being sold i.e. Cisco2501 routers, Qwest's maintenance support has traditionally been aligned with Cisco's end of hardware support date which is two years after end of sale date.

Maintenance contracts will not cover equipment beyond the end of support date.

STATE OF UTAH
STATEWIDE CONTRACT AR637

1. CONTRACTING PARTIES: This Statewide Contract is between the Division of Purchasing and General Services, an agency of the State of Utah, and the following Contractor:

Qwest Interprise America, Inc.
Name

250 Bell Plaza, Suite 409
Address

Salt Lake City, UT 84111-2002
City State Zip

LEGAL STATUS OF Contractor
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[X] For-Profit Corporation
[ ] Partnership
[ ] Government Agency

Federal Tax ID# 046141729 Contractor # 09006H A Commodity Codes: 20464, 20621, 20623
Contractor Contact Person: Tom Compton Contractor Phone #: (801) 575-1029
Contractor Fax #: (801) 537-1055 Contractor email address: tcompto@qwest.com

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide:
Data Communications Equipment and Associated OEM Maintenance & Training

3. CONTRACT PERIOD: Effective date May14, 2002 Termination date May 31, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: Renewable for one or two year terms up to four additional years.

4. PRICING AS PER ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 3-5, depending on manufacturer
MINIMUM ORDER: N/A
FREIGHT TERMS: F.O.B. Destination, Freight Prepaid

5. ATTACHMENT A: Addendum 1
ATTACHMENT B: WSCA Standard Terms and Conditions
ATTACHMENT C: CISCO Price Schedule and Kentrox, LLC Price Schedule
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
*Note: Kentrox, LLC acquired ADC. All references to ADC in the Response to the bid are now identified as Kentrox, LLC.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
All other governmental laws, and regulations applicable to the goods and/or services authorized by this contract. Utah State Procurement Code, Procurement Rules, RFP LW1907, and Contractor's proposal response to RFP LW1907 dated 07-17-01.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Contractor

__Signature on file_____
Contractor's signature

_____
Type or Print Name and Title

_____
Date

STATE OF UTAH

_____Signature on file_____
Douglas Richins
Director, Division of Purchasing

_____
Type or Print Name and Title

_____
Date

ATTACHMENT A
ADDENDUM 1

This Addendum serves to clarify terms and conditions of the contract between the State of Utah, referred to as State, and Qwest Interprise America, Inc., referred to as Contractor or Qwest. The State of Utah is acting as the Lead State for the procurement process resulting in WSCA Contracts for Data Communications Equipment, associated OEM Maintenance and Training.

1. Manufacturer Product Line(s)

This contract authorizes the Contractor to provide the following manufacturer's Data Communications Equipment, Maintenance, and Training, as listed by category. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract. Products covered under this agreement are:

Routers: Cisco

Switches: Cisco

LAN/WAN Wireless: Cisco

CSU/DSU: Kentrox

2. State of Utah/WSCA Contract Manager

Lois Wiesemann
State of Utah
Division of Purchasing and General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061

email: loisw@utah.gov
Voice: (801) 538-3144
Fax: (801) 538-3882

3. Remittance Address

Qwest Communication, Inc.
5325 Zuni Street
Denver CO 80221

4. Special Terms and Conditions

The parties agree to amend the terms and conditions as follows:
Order of Precedence
The order of precedence for the contract terms will be as follows:

A. Addendum 1

B. WSCA Terms and Conditions

C. Contractor's Proposal Response to RFP LW1907

D. RFP LW1907

5. Included Documents

The documents listed in Number 4 are included in the contract. It is agreed that any reference to the "Entire Agreement" includes these documents.

6. Public Information. The contract, including the price lists and the Response to the RFP, will be considered public documents and will be subject to government records policies in each state. The Contractor gives the STATE express permission to make copies of the information specified to provide to other STATE government entity that may use the contract, and to the public, in accordance with general STATE policies, including copies of said information that may be identified as confidential, proprietary, or copyrighted.

7. Arbitration. The STATE will not accept mandatory, binding arbitration. If there are any references to binding arbitration in the Contractor's Response to the RFP, they will be null and void. The parties may agree, on a case by case basis, to voluntary arbitration to resolve contract issues.

8. Contract Period. The contract period, including renewal options, is listed on the State of Utah - Statewide Contract cover page. Renewals will be agreed to upon written authorization from both parties. All references to automatic renewals will be null and void.

9. Governing Law. This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the State of Utah. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

10. Revisions to the WSCA Standard Terms and Conditions

The WSCA Standard Terms and Conditions (shown as Attachment B to this agreement) will be revised as follows:

A. Term 10 is replaced with the following: PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entity, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entity, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, United States patented or unpatented invention, article or appliance furnished or used in performance of this contract."

B. The following is added to Term 14, DEFAULTS AND REMEDIES: [D.] If a Participating State terminates a maintenance agreement early, discontinuance charges shall apply, unless Participating State issues a maintenance agreement with a value equal to or greater than the balance of the current maintenance agreement. Participating State shall pay termination charges for all remaining months terminated in the current annual period. An Annual period is defined as twelve months equal 1 annual period, twenty-four months equals 2 annual periods and thirty-six months equal 3 annual periods, calculated as follows:

(1) Monthly Rates for Service Terminated	**x**	(2) 20%	**x**	(3) Months remaining in the current annual period	**+**	(4) All Due but Unpaid Charges	**=**	Termination Charge

Participating State may terminate this Agreement without liability for the discontinuance charges described herein if Contractor does not provide services in accordance with the terms of this Agreement. Termination shall be effective thirty (30) days after Contractor's receipt of Participating State's written notice of its intent to terminate, if Contractor does not cure the failure of service within that thirty-day period."

C. Item 21 is replaced with the following: "DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Except for damage caused by Participating State, responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

D. The following is added to the end of Term 22, GENERAL WARRANTY:

The Contractor acknowledges that all warranties granted to the State by the Uniform Commercial Code of the Purchasing Entity apply to this contract, with the exception that terms mutually agreed upon in the contract and in the response to the RFP take precedence over any conflict with the Uniform Commercial Code.

Contractor warrants that equipment purchased or software licensed under this Agreement will, under normal use, be materially free from defects in material and workmanship, and where applicable will be installed in accordance with the manufacturer's specifications. Any warranty is conditioned on equipment or software not having been installed, altered, maintained, or repaired by anyone other than a certified technician. In any case where the equipment or software is installed, altered, maintained or repaired by anyone other than a certified technician, the remedies of State shall be limited to the warranties extended by the manufacturer or licensor, as the case may be, if any, and State's recourse for such warranty shall be solely with the manufacturer or licensor. Contractor is not responsible for any defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, lightning strike, or other force of nature, improper storage or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment, as well as failure to maintain the environmental conditions specified by the manufacturer or licensor, as the case may be.

CONTRACTOR'S OBLIGATION WITH RESPECT TO ITS WARRANTIES, IF ANY, AND STATE'S SOLE REMEDY IS LIMITED TO REPAIR OR REPLACEMENT, AT CONTRACTOR'S OPTION, OF THE DEFECTIVE EQUIPMENT, SOFTWARE OR FAULTY WORKMANSHIP. THE ONLY EXCEPTION TO THIS LIMITED LIABILITY IS AS FOLLOWS: STATE UNDERSTANDS AND AGREES THAT EXCEPT FOR THE FOREGOING, NO OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLY. CONTRACTOR'S OBLIGATION UNDER THE WARRANTY, IF ANY, AND STATE'S SOLE REMEDY, IS CONTINGENT UPON Contractor RECEIVING WRITTEN NOTICE FROM STATE OF ANY DEFECT WITHIN THE WARRANTY PERIOD.

Cisco Limited Warranty and Software License Limited Warranty

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product, if sale is not directly by Cisco Systems, Inc. ("Cisco") warrants that commencing from the date of delivery to State (but in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product (if any), the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. State's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price if the Hardware is returned to the party supplying it to State, if different than Cisco, freight and insurance prepaid. Cisco replacement parts used in Hardware repair may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the returned of affected articles in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures.

CISCO Software Warranty.
Cisco warrants that commencing from the date of delivery to State (but in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the State who is the original licensee. State's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to State, if different than Cisco. In no event does Cisco warrant that the Software

is error free or that State will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

Restrictions. This warranty does not apply if the Product (a) has been altered, except by Cisco, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing, or demonstration purposes for which Cisco does not receive a payment of purchase price or license fee.

Kentrox, LLC Warranty Service and Support Agreements
Kentrox products are warranted to be free of defects in material and workmanship, when given proper installation and maintenance. All our 56/64k, T1 and E1 DSUs and CSUs carry a 5-year warranty.

E. Item 24 is replaced with the following: ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State. However, Contractor may assign the Agreement to a parent, or subsidiary without the prior written consent of the other Party, provided that the assignment does not increase the obligations of the other Party.

F. Item 29 is replaced with the following: FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default including but not limited to fire, riot, acts of God and/or war, manufacturer or third party labor disputes, supplier failures which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

G. Any additional changes to the WSCA Standard Contract Terms and Conditions that are identified by the Contractor in the Response to the RFP will be null and void.

11. Revisions to Contractor's Response to the RFP

Note: Many of the changes below are listed in multiple locations throughout the response. The changes will apply to all instances of similar terms.
The Contractor's Response to the RFP will be revised as follows:
The following terms, listed as additions to Attachment B in the contractor's response to the RFP, are accepted as additional terms in this contract:

A. Health And Safety Compliance. Contractor and Participating entity will adhere to all applicable health, safety and environmental laws, rules and regulations, including the Occupational Safety and Health Administration's (OSHA) and the Environmental Protection Agency's (EPA) rules and regulations (collectively, Safety Regulations). Unless specified in the PO, Contractor will not work in any area where a Hazardous Substance is present. "Hazardous Substance" means a substance regulated by any Safety Regulation and includes, but is not limited to, asbestos. Contractor may work in an area containing non-friable asbestos if Contractor determines, in its sole judgment, that the work will not disturb or cause the asbestos to become friable.

Participating entity is responsible for informing Contractor of the existence, location and condition of any Hazardous Substances of which participating entity have knowledge that may be in or around the Contractor work area. Participating entity indemnifies and holds Contractor harmless from any fines or other liability of Contractor arising from Participating Entity's failure to inform Contractor of Hazardous Substances of which participating entity have knowledge.

Contractor may, without affecting Participating Entity's informational duties and indemnification, suspend work from the time it reasonably identifies areas where Hazardous Substances may be present until the work area is in compliance with then-constituted Safety Regulations. Any such suspension is not a default of the Agreement, and any delays from the suspension may result in a similar delay in work completion,

without penalty to Contractor. If the Parties cannot agree whether Contractor's work can be performed through completion without a violation of Safety Regulations, or cannot agree to payment of added costs, if any, either Party may terminate the Agreement without penalty. Such termination shall not affect Participating Entity's obligation to pay for equipment, software and services provided by Contractor prior to the effective date of termination.

B. Fraudulent Use. Upon request of Participating Entity, Contractor may provide information relative to equipment operation and features, and recommendations for reasonably safeguarding the equipment against toll fraud and unauthorized access. However, Participating entity is solely responsible for the security of its own communications equipment and services, authorization codes, routing assignments, systems addressing, voice mail boxes, direct inward system access (DISA), and internal systems and operations. Contractor and its affiliates are not responsible for unauthorized packet or usage charges, unauthorized access or other misuse of Participating Entity's equipment or services by Participating entity, its employees and agents, or by any third parties.

C. Participating Entity's Responsibilities. (Applicable only if Contractor provides installation or labor.) When Participating Entity provides inside wiring, all station cable, riser cable, distribution and feeder cable will be tested and identified by Participating Entity at the main and any intermediate distribution frame(s). All telephone and data jacks will be properly labeled and a corresponding floor plan will be provided to Contractor by Participating Entity. Any additional work required by Contractor due to improper or inadequate cable or labeling will be charged at Contractor prevailing contract rates with Participating Entity for material and regular time and overtime, as applicable, and as directed by Participating Entity.

Upon request by Contractor, Participating Entity will provide a detailed floor plan showing the location of each piece of existing equipment and desired mounting location for any new equipment and/or power supply with the understanding that changes to the floor plan after submission to Contractor may result in additional charges.

Contractor assumes no responsibility for the operation of data, radio control, paging, alarm or other circuits which are not modified or installed pursuant to a PO. Additionally, unless otherwise agreed to in a PO, Contractor shall not gather or input end user station database or routing and addressing information.

D. Software. Software licensed alone or provided with purchased equipment under this Agreement will be licensed or sublicensed to Participating Entity as follows: If supplied with a licensing agreement to be executed by Participating Entity, upon Participating Entity executing that agreement; if supplied with a licensing agreement requiring no Participating Entity signature, such as "shrink-wrap" or similarly licensed software, under the terms and conditions of that document. If neither of the foregoing applies, Contractor grants a personal, non-exclusive sublicense to Participating Entity to use copies of the software in object code form only. The license is effective with delivery (for "drop-ships"), or with installation, as applicable, and extends only to Participating Entity's own use and only on the designated equipment. Software must be held in confidence and may not be reproduced in any form unless specifically authorized by the software licensor.

E. Limitation of Liabilities. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, HOWEVER CAUSED AND REGARDLESS OF LEGAL THEORY OR FORESEEABILITY, WHICH DIRECTLY OR INDIRECTLY ARISES FROM THIS AGREEMENT. EACH PARTY IS RESPONSIBLE FOR ACTUAL DAMAGES FOR PERSONAL INJURY OR DEATH, OR TO TANGIBLE PROPERTY, ARISING FROM ITS NEGLIGENCE.

F. Acceptance. Participating State must notify Contractor of any portion of the equipment or software which is unacceptable. Failure to notify Contractor within twenty (20) days from the In-Service Date or Delivery Date, whichever is applicable, shall constitute final acceptance. Equipment or software installed by Contractor is considered acceptable if it is installed and operates materially in accordance with the manufacturer's specifications. Contractor shall have the right to correct any portion of equipment or software which has been rejected. Any portion which is not rejected may, if functionally divisible, be separately invoiced with payment required.

G. Exclusions. Maintenance excludes all services not specifically agreed to by Contractor under this Agreement including, but not limited to:

i. Work on any equipment or software not listed on the PO or that is not located at the address specified in the PO, or equipment or software which has been altered by anyone other than Contractor.
ii. Making Participating Entity specified changes or adding or removing accessories, attachments or other devices.
iii. Moving or relocating equipment or software to a different Participating Entity address.
iv. Replacement of lost or stolen parts or materials, or repair or replacement of parts, materials or software damaged through accident, negligence, abuse, misuse, connection with incompatible equipment, failure of electrical power, air conditioning or humidity control.
v. Failure or malfunction of attached, related, collateral or ancillary equipment or software not covered by the PO.

H. General.

i. Participating Entity is responsible for meeting all physical and environmental site standards and requirements of the equipment manufacturer and of Contractor for installation and/or operation, as appropriate, of equipment installed or serviced by Contractor under the Agreement.
ii. Any agreement by Contractor to a Participating Entity requested change or cancellation (in whole or in part) of equipment, software or services under this Agreement shall be subject to Participating Entity's payment of all restocking charges incurred by Contractor. Payment of the restocking charges shall be in addition to any other cancellation fees agreed upon.
iii. Restocking fees charged by the manufacturer are passed to the State and are applicable for the return of new, unopened or installed equipment with in 30 days from the ship date. Orders changed or cancelled by Partner 0 to 30 days before shipment are subject to a 15% percent **restocking** fee. No returns after 30 days.
iv. Contractor Standard Service Hours are defined for the purpose of this Agreement as 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, except Participating Entity observed holidays.

12. **State of Utah Only Requirement**

Attachment C from the RFP will apply to the State of Utah only. This term is as follows:

E-PROCUREMENT: The State of Utah has awarded an e-procurement system contract that has a transaction fee of 1% per order with a ceiling of $500 for any one order of products/services. There are expected cost savings to the Contractors with implementation of the system. The successful contractor must agree to terms as described in the following subparagraphs:

The Contractor must agree to integrate its catalog of products/services into the e-procurement system. Once implemented, the Contractor must pay the transaction fees for orders placed against the contract. In the event, the Contractor fails to make payments, the State may: (i) eliminate the Contractor from the system in accordance with an escalation and review process developed by the State and its e-procurement contractor and (ii) terminate the State contract and award the contract to the next acceptable bidder.

At the time that the Contractor will be required to offer products/services through the e-procurement system, the State will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State will negotiate a single pricing structure for contract purchases and (i) prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and (ii) require the Contractor to manually track and report the ordering volume of off-system purchases of supplies/services.

13. Contractor Requirements

A. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments to only the named contractors.

B. Serving Subcontractors

If using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the contract. The authorized procuring agency has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.

C. WSCA Administration Fee

The contractor must pay a WSCA administration fee of one tenth of one percent (.10%) in accordance with the terms and conditions of the contract. The WSCA administration fee is not negotiable.

D. Usage Reporting Requirement

Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are April 15, July 15, October 15 and January 15. Quarterly usage reports must contain total dollar usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option.

E. Change in Contractor Representatives

The State of Utah/WSCA reserves the right to require a change(s) in contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting its needs adequately.

F. Website Development and Maintenance

Contractor must maintain said website and keep the information current and correct on a timely basis.

G. Rollout and Marketing

Contractor may conduct a marketing effort as described in Contractor's proposal.

H. Right to Publish

Contractor must secure prior approval from the contract manager for permission to release any information that pertains to the potential work or activities relating to this contract. Failure to adhere to this requirement may result in termination of the contract for cause.

14. Contractor's Scope of Equipment and Services

Contractor may only fill contract orders from the scope of equipment and services under contract. Any sale made under this contract by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described in Section E may result in contract termination for cause.

15. E-Rate Requirement

Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the contractor.

16. Freight Terms of Sale F.O.B. Destination, Freight Prepaid

Contractor will ship all products F.O.B. destination, freight included in the product price. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss

or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Contractor is responsible for the pick-up of returned equipment.

17. Price Guarantee Period

Percentage discount depth from list is not subject to a "price increase request" that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper discount(s). The discount is applied to manufacturers current published list price schedule(s).
Maintenance and any training related costs are guaranteed for two years.

18. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.
Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.

19. Maintenance of Current Price List with Discount(s) Applied

Manufacturer's price list(s) must be tailored for WSCA with the WSCA contract discount(s) applied; this must be created and maintained by the contractor on an Internet website hosted by the contractor, at no additional charge(s) to the State of Utah or WSCA. This website will be listed as a link from the WSCA website.

20. Contract Scope of Equipment and Related Services

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described below may result in contract termination for cause.

21. Discounts of Manufacturers Price List

Cisco: see attached price schedule (Attachment C)
Kentrox: see attached price schedule (Attachment C)

Discount Structures Based on Volume (per order or progressive cumulative volume): None

22. WSCA Member-State coverage

Qwest will deliver and support Data Communications Equipment across the WSCA region using Qwest Total Care service and maintenance or approved subcontractors where necessary.

Qwest Total Care and Subcontractor personnel include:

State	Data Technician	System Delivery Specialists	Manager	Scheduling	MAC	Ordering
AZ	37	5	7		1	1
CA	253		2			
CO	51	8	5	2		
IA	45	1				
MN	63	7		12		11
OR	25		2		2	
WA	34	6	2		1	5
NE	24	2	2			
UT	25	2	2		1	
MT	16					
NM	20					

State	Data Technician	System Delivery Specialists	Manager	Scheduling	MAC	Ordering
ID	10					
WY	7					
Alaska	6					
Hawaii	19					
NV	17					
SD	10					
ND	9					
TX	193					

Over 600 other Total Care personnel across the United States are available to support WSCA with ordering, configuring, maintaining and trouble-shooting. A staff of Qwest Network Technology engineers is available to design custom solutions for WSCA States and answer questions about existing data communications networks.

23. Resolution of State Problems

QWEST TOTAL CARE SOLUTIONS for Business Data CPE (State Premises Equipment)
Industry-leading equipment and dedicated support.

24. Value-added CPE services include:

Installation: In addition to installing equipment at the customer's site, a technician ensures that the equipment operates within the customer's network.
Remote Maintenance: Service includes software upgrades, one-hour callback on hardware and software issues, advanced engineering escalation and a variety of hardware replacement options.
On-site Maintenance: Service includes all components of remote maintenance, plus on-site technical coverage options and enhanced parts-sparing capabilities.

25. National Network Integrator

Integrated Transport & Equipment Solutions
Complete Interworking Equipment Portfolio
Accommodates Multiple Infrastructure Architectures

26. Strategic Partnerships with Manufacturers

Priority access to selected equipment manufacturer's Technical Support Teams
Cisco Gold Partner since 1992 - 1st in US

27. First Class Pre-Sale and Post-Sale Support

Qualified, experienced technicians
Dedicated labs for development and testing customer solutions
Configuration, Staging and "Rack, Stack and Power-up"
24 X 7 State Service with Qualified Technicians

28. Resources

26 CSS/Data CPE Technicians
2 - Tier III
4 - Tier II
20 - Tier I

29. CSS Technician Credentials

Certifications:
19 CCNA and 2 in progress

1 CCDA
1 CCNP in progress
1 CCSI
1 A+ Certification and 1 in progress
1 NNCSS in progress

30. Tools and Test Equipment

- T-BERD 310- (DWDM, OC 3, 12, 48), 2310, 107A, 224
- Agilent LAN/WAN Internet Advisor Analyzer with test capabilities up to OC-3
- Wandell Goltermann DA-30 Protocol Analyzers
- TTC 2209 and 2310 T-berd Physical Layer test sets with test capabilities up to DS-3
- Hewlett Packard T1 Physical Layer test sets
- IBM 770 ThinkPad laptops fully loaded with CPE configuration and software tools
- Overnight access to OTDR, ETDR and Gigabit Ethernet, VOIP and OC-12 analysis

31. Qwest Total Care maintenance follows strict guidelines for customer problem resolution.
After contacting Qwest Total Care, WSCA States are assured of the following service levels:

- One-hour callback by State Service Center (CSC) for problem resolution and technical support on all hardware- and software-related issues during Normal Business Hours (between 6:30 a.m. and 7:30 p.m. Central Standard Time, Monday through Friday, excluding holidays).
- Technical case escalation 24 hours a day, 7 days a week for any equipment failure that critically impacts your business operation when no work-around is available. When our expert technicians aren't able to quickly resolve equipment outages, they escalate the problem to a senior engineer in the Qwest ACES group.
- Technician on site within response time chosen by customer, with parts and material required based on remote diagnostics, from 8 a.m. to 6 p.m. local time Monday through Friday, excluding holidays.
- Remote support for software upgrades and bug fixes.
- Remote installation of one major product release per contract year, at customer's request, for products from Cisco Systems that require software support.
- Installation for mandatory engineering and factory change notice.
- Registered user access to Cisco Connection Online (CCO) for Cisco maintenance contracts.
- Major software and maintenance updates for Cisco via CCO.
- Documentation of major software updates and maintenance release updates may be ordered separately.

32. Escalation Procedures

Qwest's primary CMC (State Management Center) for Advanced Data Services is located in Minneapolis, Minnesota. The Qwest CSC (State Service Center) has dedicated, centralized teams available 24x7x365. The CMC is divided into the following groups:

Workgroup	Responsibilities
CSD (State Service Delivery)	CSD is responsible for service order processing, Frame Relay provisioning, and translations. CSD handles transport and equipment service requests including MACs (moves, adds, and changes). This group also includes Project Managers who have overall responsibility for planning, installation, and customer satisfaction.
CSO (State Service Operations)	CSO is responsible for installation and turn-up of products and services at the customer site plus staging, configuration, and inventory management of CPE.
State Service Maintenance	State Service Maintenance is responsible for network monitoring and testing, managed repair, management of switch maintenance, capacity utilization management and proactive customer notification of alarm conditions.
Engineering Services	Engineering Services is responsible for second- and third-tier technical support. The engineers are clustered by technology or product to ensure the highest degree of technical expertise is maintained.

33. Disaster Recovery Plan

The CMC has a Disaster Recovery Plan in place that provides for ongoing customer coverage in the event of a disaster. The Disaster Recovery Plan is a living document that includes procedures for many different scenarios, incorporates redundancy and backup elements, and is frequently tested.

34. Dedicated Staff

Over 100 skilled technicians, specialists, and engineers staff the CMC, and managers trained to deliver high-level customer service. The following identifies the technical support team and their responsibilities.

Title	Responsibilities
CSS	The CMC employees 100 skilled technicians knowledgeable in LAN, WAN, and high-speed internet communications. These technicians come from diverse backgrounds and combine to form a team with experience in many different specialties including telecommunications, circuit testing, programming, and network administration.
NE (Network Engineers)	Four Network Engineers are available to provide high level technical support and to handle challenging and chronic repair issues.
RSA (Repair Service Attendants)	Approximately 15 specialists are available to assist the State with obtaining status on open troubles.
!CAN (Call Notification Specialists)	This position employs specialists who proactively notify the State when trouble impacts the network. Specialists will work with the State to isolate both CPE and network trouble causes.

35. Problem Identification, Isolation, and Resolution Process

Whenever a problem arises in the Qwest network, the CSC will rapidly respond by performing a remote diagnosis. Whenever possible, Qwest will make the repairs on-line or expedite any necessary on-site repairs. The CSC oversees all maintenance issues from problem identification to resolution.

36. Response Time

Diagnosis of the problem begins within the hour the phone call is placed to CSC:

- Response time begins when the CSC and the State determine a Field Technician dispatch is required to provide remedial service.
- Technician will arrive on-site within contract period response commitment from time of joint determination by CSC and the State.
- Technician will make "best effort" to arrive on-site with spare parts based on remote diagnostics and State contact.
- Additional spare parts will be shipped immediately from "Part Banks" locations when required for trouble resolution.

37. Definition of Escalation

Escalation is the term applied to the process by which a case of trouble is moved up through the chain of management within the CSM organization. The escalation process provides a method for moving a case of trouble to the next level of responsibility so the trouble resolution continues to move forward and does not stagnate.

As the trouble is escalated the responsible party reviews the trouble status to determine if the appropriate resources have been applied to the problem and to identify areas where additional resources can be applied to accelerate a resolution. The table in the Escalation Procedures Attachment shows the steps taken when escalation is requested by the State, an agent, or any Qwest entity.

Escalation Procedures Attachment

Steps	Action
1	The customer or individual requesting escalation should call the CSM center at 1-800 227-2218 and provide the trouble ticket number for the case of trouble.
2	The CSM center receives the call, and the caller requests an escalation of the trouble.
3	The CSM center reviews the status of the case of trouble and discusses with the caller the next step in the trouble resolution.
4	The CSM center provides the State with a time frame as to when they can expect to receive the next callback from the CSM center.
5	The CSM center aggressively pursues a resolution of the problem and if the resolution of the trouble requires the efforts of another work group such as Design Services, CSM escalates the trouble within that work group.
6	The CSM center provides follow up with the caller on a pre-agreed schedule.
7	The CSM center provides the next level escalation (i.e., Levels 2 and 3) based upon the Escalation Guidelines shown below.

Escalations are referenced by their level of visibility. The following table defines the four levels of escalation.

Level	Description
1st level Escalation	A CSM center staff member has accepted responsibility for moving the trouble forward.

2nd Level Escalation	A CSM center Manager has been included in defining a plan for moving the trouble forward.
3rd Level Escalation	A CSM center Director has been included in defining a plan for moving the trouble forward.
Top Escalation	The Vice President of Operations has been included in defining a plan for moving the trouble forward.

Technical Services (Equipment Warranty, Installation, Training, Maintenance Options, Replacement Parts)

38. Warranty

The contractor guarantees that all equipment delivered pursuant to these specifications will be new and un-used, will conform to said specifications, and will be free from mechanical, electrical or other defects; Qwest will honor the manufacturer's warranty period.

If because of workmanship or design defects the equipment supplied requires modifications, repair or replacement, the contractor will promptly perform the necessary work to insure the equipment is in satisfactory operating condition at no cost to the State. All products under warranty that need a manufacturer modification will be handled promptly and at no cost to the State.

To avoid jeopardizing the warranty or guarantee, only certified representatives will be permitted to perform routine maintenance and or repairs within the maintenance warranty period.

Qwest agrees to replace or repair any defective parts during the warranty period.

39. Replacement Parts

Qwest will offer all standard replacement parts, contingent upon the availability from the manufacturer. Qwest will repair or replace parts consistent with the maintenance program purchased.

Qwest's standard policy is to honor all manufacturers' warranty policies and procedures.

Pricing for all repair parts or accessory items shall be in accordance with Manufacturer's then current Global Price List, less any applicable discounts provided by the reseller.

40. Maintenance

See Qwest's Maintenance options and pricing for Cisco and Kentrox products, Attachment C.

Standard Qwest Remote Software Support Program (SSP) Offering:

This support offering was developed for the Qwest Partner manufacturer's product lines to provide software and remote technical support to customers who have an established in-house network organization and want to maintain their own data network equipment includes the following:

One-hour callback by State Service Center (CSC) for problem resolution and technical support on all hardware- and software-related issues during Normal Business Hours (between 6:30 a.m. and 7:30 p.m. Central Standard Time, Monday through Friday, excluding holidays).

Technical case escalation 24 hours a day, 7 days a week for any equipment failure that critically impacts your business operation when no workaround is available.

Next Business Day hardware replacement for parts requested from the CSC between 6:30 a.m. and 3:00 p.m. Central Standard Time, Monday through Friday, excluding holidays.

Registered user access to Cisco Connection Online (CCO) for Cisco maintenance contracts.

Major software and maintenance updates for Cisco via CCO.

Documentation of major software updates and maintenance release updates may be ordered separately.

As part of the Software Support Program, Qwest technicians will work with the customer remotely to install software upgrades on one router. After the first router is in place and functional, it is the customer's responsibility to carry the process through the remaining network devices.

41. SSP Response Times

In addition to the above details. The Qwest State for support on Cisco now has the option of two new response times.

42. SSP Enhanced

Includes all the features of SSP Standard, plus a faster response time for parts replacement

Four business-hour response time for parts replacement from 8:00 a.m. to 5:00 p.m. State Local Time, Monday through Friday, excluding Qwest observed holidays.

43. SSP Premium

Includes all the features of SSP Standard, plus a faster response time for parts replacement

Four-hour parts replacement all day, every day, including Qwest observed holidays.

CCO Access to the SSP State on Cisco Equipment.

States who choose SSP or On-site Maintenance for Cisco equipment will also be registered as a PICA (Partner Initiated State Access) customer for access to Cisco Connection Online (CCO). CCO is a suite of interactive electronic services that provides immediate open access to Cisco's information, resources and systems-any time. As a PICA State, you will have access to the following resources:

The Cisco Software Center where you can download all Cisco software updates-with interactive planners that help determine the best software for you.

The Configuration Agent to assist you in creating product configurations online.

The Bug Toolkit, which contains a variety of bug searching tools-you may set up a personal profile to alert you of new bugs via e-mail or fax.

The release notes that are posted simultaneously with each software release.

Detailed software information with comparisons and projected release dates.

Technical Assistance Tools which solve common technical problems online-this is where you will find the Open Forum to provide quick answers via database searches, and the Troubleshooting Engine to help resolve common internetworking problems using an easy-to-understand Web interface.

PICA customer access is a self-registration process over the World Wide Web.

44. Option Plan 1 - Time & Materials

Qwest has certified technicians and contractors in each of the WSCA States.

States under a Qwest maintenance contract receive priority. Time and Materials customers receive best effort.

45. Option Plan 2 - Software and Minimal Maintenance

Qwest has Software Support Program, SSP, which offers one free upgrade per year. Equipment replacement is in accordance to the response time the customer chooses. SSP is available for Cisco equipment.

SSP standard next business day 10 hours per day. Premium 4 hour response time, 24 X 7. Standard next business day response, 10 hours per day available. Replacement parts will adhere to the response time chosen by the customer. All Qwest customers under Maintenance contracts will receive access to Cisco Connection On Line.

No expedited exchange is available under this program. Repair replacement will adhere to the individual contract terms.

46. Option Plan 3 - 8 to 5 Service and Maintenance

On-site support for hardware and software problems using factory-certified technical staff, including full restoration of operations within forty-eight (48) hours after the reported failure or problem. Telephone response by the Contractor must occur within two (2) hours of a service call being placed for "major" failures (system down), and Contractor staff must be at the customer's site within 8 working hours. Service will include all new releases of software and installation of manufacturer's software updates. Service will include 8 a.m. to 5 p.m. access to Technical Support Hot Line for customer's "user-trained" staff to troubleshoot problems and identify component failures. Service will also include the replacement (at no additional charge to the customer) of any failed parts or components. Contractor's Hot Line must provide toll-free calling for the customer, and be staffed from 8:00 a.m. to 5:00 p.m. within the applicable time zone. Contractor will supply such "end-user" training as is needed for customer's staff to interact successfully with the Contractor's support staff on an ongoing basis. (Contractor should describe training program.)

Qwest will provide all of the above requirements with the exception of end-user training. Qwest offers 8 to 5 Next Business Day and Standard 4 hour response, Next Business Day. All Qwest customers under Maintenance contracts will receive access to Cisco Connection On Line. Also includes components of the SSP Feature Package.

47. Option Plan 4 – 7 X 24 X 4 Service and Maintenance

Problem reporting will be available twenty-four (24) hours a day, seven (7) days a week. Telephone response by the Contractor must occur within two (2) hours of a service call being placed for "major" failures (system down), and Contractor staff must be at the customer's site within 4 working hours. Responding technical staff must be factory-certified and must provide full restoration of operations within twenty-four (24) hours of the reported failure or problem. Service will include all new releases of software and installation of manufacturer's software updates. Service will include access to Technical Support Hot Line for customer's "user-trained" staff to troubleshoot problems and identify component failures. Service will also include the replacement (at no additional charge to the customer) of any failed parts or components. Contractor's Hot Line will provide toll-free calling for the customer. Contractor will supply such "end-user" training as is needed for customer's staff to interact successfully with the Contractor's support staff on an ongoing basis. (Contractor should describe training program.) The offeror must provide the names, titles, addresses, and telephone numbers of the primary and backup contacts for service problems.

Qwest provides the above requirements. Qwest does not provide end user training the names, titles, addresses, and telephone numbers of the primary and backup contacts for service problems. Under a Maintenance Agreement all Service Level Agreements will be adhered to. It is against corporate policy to give out the personal information of our technicians. This is the Qwest Premium 4 On Site package. All Qwest customers under Maintenance contracts will receive access to Cisco Connection On Line. Also includes components of the SSP Feature Package.

48. Coterminous Maintenance

Coterminous agreements are available on Qwest branded services. Qwest also resells manufacturers maintenance programs. When Qwest provides you the manufacturer's maintenance contract, we will follow their guidelines for termination of service. If a maintenance contract is not purchased, the maintenance of the equipment will be the customer's responsibility.

If the maintenance contract is purchased by the customer directly from a manufacturer then the ability to have a coterminous maintenance agreement must be negotiated by the customer with the manufacturer.

49. Maintenance by State Personnel

If customer purchases a maintenance contract through Qwest, Qwest will maintain the equipment and perform router trouble shooting. If a maintenance contract is not purchased, the maintenance of the equipment would be the customer's responsibility.

50. Spare Parts Availability

Qwest has predefined locations where spare parts are maintained throughout the region. Where spare parts are not readily available, spare parts are shipped next business day when necessary.

51. Training

Qwest provides the following training courses which include training equipment:

Course Descriptions:

ServicePoint 101

Course Length: 2 days

Format: 50% lecture, 50% labs

Content: This session opens with a brief pre-requisite Questions & Answer session, plus a reinforcement exercise, before moving into the hands-on labs of installation, configuration and troubleshooting of T1 and Frame Relay network problems using the ServicePoint SDU.

ServicePoint 102

Course Length: 2 days

Format: 50% lecture, 50% labs

Content: This session moves the students into the world of ServicePoint Manger, the software management system specifically designed for use in the ServicePoint network. ServicePoint –specific technologies, as they apply to application monitoring and policy-based management are presented. Hands-on labs provide everything the user will need to create and troubleshoot a fully functional ServicePoint network.

ServicePoint-Combined

Course Length: 4 days

Format: 50% lecture, 50% labs

Content: Combines the content of 101 and 102. Includes the pre-requisite CD.

Pre-requisite CD: The ServicePoint CD provides a brief ServicePoint overview, basic technologies (T1, Frame Relay, data networking concepts, etc.), and basic installation and configuration options for the ServicePoint SDU. CD may be purchased as a stand-alone overview course. Two–four hours completion time.

CSU/DSU Basics

Course Length: 2 days

Format: 50% lecture, 50% labs

Content: Given classroom presentation, hands-on labs and various other print and electronic media, students in this class will understand the history and basic technologies supporting CSU/DSU equipment, be able to describe how the CSU/DSU fits in the network with other products, describe and demonstrate the key functions and feature of the CSU/DSU platform, perform basic diagnostics and troubleshooting functions.

On-site and Open Enrollment classes are limited to 12 students per class.

Following are the prices for CSU/DSU training classes with associated course numbers where applicable. Contact Product Training at (503) 350-6277 before quoting or scheduling on-site training.

On-site classes are classes that are delivered at the customer site. Prices listed include all expenses; no additional charges for instructor or travel expenses. Notify Product Training (503) 350-6277 regarding opportunities and request a formal quotation.

Open Enrollment classes are regularly scheduled public classes held in Portland, OR at other regional Kentrox, LLC centers. Students pay a tuition price to attend a scheduled Open Enrollment class.

On-site and Open Enrollment classes are limited to 12 students per class.

ServicePOINT™ Technical Training

Part Number	Description	Price	Duration
Open-Enrollment			
1175621	SP101 ServicePoint -TM	$ 895 per student	2 days
1175622	SP102 ServicePoint Manager	$1,295 per student	2 days plus CD*
13322	Combined ServicePOINT	$1,995 per student	4 days
On-site Courses			
1175623	SP101 ServicePoint -TM	$ 5,500 (max. 12)	On-site, 2 days
1175625	SP102 ServicePoint Manager	$ 8,200 (max. 12)	On-site, 2 days plus CD*
13323	ServicePOINT - TMC	$12,500 (max. 12)	On-site, 4 days
*SP 102 has a pre-requisite which is completion of a CD. The CD takes approximately four hours to complete and includes overviews of technologies and equipment functions necessary to understand materials in the SP 102 level class.			
1175626	Intro to ServicePoint –CD*	$ 595	4 hours
*The ServicePoint CD may be purchased separately. Those who choose to complete the CD and complete the end of course test will receive a Certificate of Completion.			

CSU/DSU Technical Training*

Part Number	Description	Price	Duration
Open-Enrollment			
CSU/DSU xxx	CSU/DSU Technical	$ 895 per student	2-days
On-site Courses			
CSU/DSU xxx	CSU/DSU Technical	$ 8,500 (max. 12)	On-site, 2-days

ATTACHMENT B
Standard Contract Terms and Conditions
Western States Contracting Alliance (WSCA)

1. PARTICIPANTS: Western States Contracting Alliance ("WSCA") is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive.

2. DEFINITIONS:

"Lead State" means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

"Offer" or "Bid" or "Proposal" refers to the offer submitted in response to a solicitation, whether denominated as an invitation for bid, request for proposal, or otherwise. "Bidder" or "Offeror" similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

"Permissive price agreement" means that placement of orders through the price agreement is discretionary with Purchasing Entity. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entity may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

"Participating Addendum" means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

"Participating State" means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entity and Participants authorized to purchase the goods and/or services described in this solicitation.

3. QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

4. SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says "no substitute." Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

5. ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

6. SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

7. CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

8. TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entity are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

9. MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

10. PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entity, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entity, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

11. AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an invitation to bid will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

12. NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other contractor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

13. TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order."

14. DEFAULT AND REMEDIES:

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

(1) Nonperformance of contractual requirements; or
(2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or

the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

(1) Exercise any remedy provided by law or equity;
(2) Terminate the contract or any portion thereof, including any orders issued against the contract;
(3) Impose liquidated damages, as specified in the solicitation or contract;
(4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

15. LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

17. REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

18. HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entity, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entity, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

19. ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

21. DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

22. WARRANTY: As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the PURCHASING ENTITY under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the State by the Uniform Commercial Code of the PURCHASING ENTITY apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that:

(1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the PURCHASING ENTITY has relied on the Contractor's skill or judgment to consider when it advised the PURCHASING ENTITY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the PURCHASING ENTITY has not been warned. Remedies available to the PURCHASING ENTITY include the following: the Contractor will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the PURCHASING ENTITY may otherwise have under this contract with respect to defects.

23. AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

24. ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

25. NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and repots to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and contractors are bound by this provision.

26. SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

27. INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

28. PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order id delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

29. FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

30. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements**.**

31. FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

32. EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

33. PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

34. CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating Entity to any officer or employee of WSCA or Participating Entity to secure favorable treatment with respect to being awarded this contract.

35. INDEPENDENT Contractor: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

36. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

37. E-RATE COMPLIANCE: Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, and in accordance with any State and local government E-rate related requirement(s) of the authorized procuring agency.

38. CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by WSCA.

39. RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

40. AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

41. PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The contractor shall report to the Lead State any price reduction or

discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded contractor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

42. STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment A have signified their intent to enter into a price agreement and, except where Attachment A or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment A of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: April 2001

ATTACHMENT C
Pricing Structure

The following pages contain pricing, by vendor, for the equipment included in this response.
Qwest is offering the following price categories for this equipment:

Option 1: Drop Ship Only

Equipment Drop shipped to customer, with Manufacturer's Warranty only
List Price of equipment – (xx)% = State Price

Option 2: Qwest On-Site Maintenance

Equipment drop shipped with 2 year contract for Qwest On-Site Maintenance
(List Price of equipment) – (xx)%) + (cost of 2 years Qwest On-Site Maintenance) = State Price
Discounts are offered on an optional 3rd year of QWEST Remote SSP maintenance

The Standard On-site offering includes the following elements:

One-hour callback by State Service Center (CSC) for problem resolution and technical support on all hardware- and software-related issues during Normal Business Hours (between 6:30 a.m. and 7:30 p.m. Central Standard Time, Monday through Friday, excluding holidays).
Technical case escalation 24 hours a day, 7 days a week for any equipment failure that critically impacts your business operation when no work-around is available. When our expert technicians aren't able to quickly resolve equipment outages, they escalate the problem to a senior engineer in the !NTERPRISE !ACES group.
Technician on site within response time chosen by customer, with parts and material required based on remote diagnostics, from 8 a.m. to 6 p.m. local time Monday through Friday, excluding holidays.
Remote support for software upgrades and bug fixes.
Remote installation of one major product release per contract year, at customer's request, for products from Cisco Systems that require software support.
Installation for mandatory engineering and factory change notice.
Registered user access to Cisco Connection Online (CCO) for Cisco maintenance contracts.
Major software and maintenance updates for Cisco via CCO. Qwest will provide remote assistance for Customer's first software upgrade, one (1) product release per contract year. Customer is responsible for carrying the upgrade process throughout its remaining network devices.
Documentation of major software updates and maintenance release updates may be ordered separately.

Option 3: Qwest Remote Maintenance SSP

Equipment shipped to customer with 2 year contract for Qwest SSP (Remote) Maintenance
(List Price of equipment – (xx)%) + (cost of 2 years Qwest SSP Remote Maintenance) = State Price
Discounts are offered on an optional 3rd year of SSP maintenance.

Standard QWEST Remote Software Support Program (SSP) Offering:

This support offering was developed for product lines to provide software and remote technical support to customers who have an established in-house network organization and want to maintain their own data network equipment. It includes the following:
One-hour callback by State Service Center (CSC) for problem resolution and technical support on all hardware- and software-related issues during Normal Business Hours (between 6:30 a.m. and 7:30 p.m. Central Standard Time, Monday through Friday, excluding holidays)
Technical case escalation 24 hours a day, 7 days a week for any equipment failure that critically impacts your business operation when no workaround is available
Next Business Day hardware replacement for parts requested from QWEST between 6:30 a.m. and 3:00 p.m. Central Standard Time, Monday through Friday, excluding holidays
Registered user access to Cisco Connection Online (CCO) for Cisco maintenance contracts
Major software and maintenance updates for Cisco via CCO. Qwest will provide remote assistance for Customer's first software upgrade, one (1) product release per contract year. Customer is responsible for carrying the upgrade process throughout its remaining network devices.
Documentation of major software updates and maintenance release updates may be ordered separately.

As part of the Software Support Program, !NTERPRISE technicians will work with the customer remotely to install software upgrades on one router. After the first router is in place and functional, it is the customer's responsibility to carry the process through the remaining network devices.

"In Region" refers to those states in which Qwest is prohibited by law from providing InterLATA services, which states are Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

"Out Of Region" or "OOR" means Service provided outside the In-Region states.

Qwest will provide Qwest Branded Maintenance In Region only.

Kentrox Orders -Cables & Accessories
Drop Ship
Manufacturers Warranty At time of purchase will apply
State will be charged full retail

Part No.	Description (P=Plug, S=Socket) - DSU/CSU and ServicePoint	List Price	INT'L	CODE
Adapters				
77890	DB25P to RJ48S	$50.00	$57.50	A
77891	DA15S to RJ48C Socket Adapter	$20.00	$23.00	A
77892	DA15P to RJ48C Socket Adapter	$20.00	$23.00	A
77893	DB25P to DB25S Null Modem Adapter	$20.00	$23.00	A
77894	DA15S to RJ45 Socket Adapter (p/i only)	$20.00	$23.00	A
78892	DB25P to RJ45 Socket Adapter	$20.00	$23.00	A
78899	DE9S to RJ45 Socket Adapter	$20.00	$23.00	A
78901	DB25P to DC37S Adapter	$25.00	$28.75	A
78902	DB25P to DA15S, X.21 Adapter	$25.00	$28.75	A
78903	DB25P to Wellfleet V.35 Adapter, 6 Feet	$98.00	$112.70	A
78904	DB25P to MRAC34S Adapter (p/i only)	$30.00	$34.50	A
78906	DB25P to MRAC34S Wellfleet Adapter	$30.00	$34.50	A
Cables - 930 Series				
930xx091	DA15P to DA15S			
93005091	DA15P to DA15S, 5 Feet	$45.00	$51.75	A
93010091	DA15P to DA15S, 10 Feet	$55.00	$63.25	A
93015091	DA15P to DA15S, 15 Feet	$65.00	$74.75	A
93025091	DA15P to DA15S, 25 Feet	$85.00	$97.75	A
93050091	DA15P to DA15S, 50 Feet	$135.00	$155.25	A
930xx101	DA15P to Stub			
93005101	DA15P to Stub, 5 Feet	$30.00	$34.50	A
93010101	DA15P to Stub, 10 Feet	$40.00	$46.00	A
93015101	DA15P to Stub, 15 Feet	$50.00	$57.50	A
93025101	DA15P to Stub, 25 Feet	$70.00	$80.50	A
93050101	DA15P to Stub, 50 Feet	$120.00	$138.00	A
930xx111	DA15S to Stub			
93002111	DA15S to Stub, 2 Feet	$24.00	$27.60	A
93005111	DA15S to Stub, 5 Feet	$30.00	$34.50	A
93010111	DA15S to Stub, 10 Feet	$40.00	$46.00	A
93015111	DA15S to Stub, 15 Feet	$50.00	$57.50	A
93025111	DA15S to Stub, 25 Feet	$70.00	$80.50	A
93050111	DA15S to Stub, 50 Feet	$120.00	$138.00	A
930xx121	DA15P to RJ48C Plug			
93005121	DA15P to RJ48C Plug, 5 Feet	$45.00	$51.75	A
93010121	DA15P to RJ48C Plug,10 Feet	$55.00	$63.25	A
93015121	DA15P to RJ48C Plug, 15 Feet	$65.00	$74.75	A
93025121	DA15P to RJ48C Plug, 25 Feet	$85.00	$97.75	A
93050121	DA15P to RJ48C Plug, 50 Feet	$135.00	$155.25	A
930xx131	DA15P to DA15P			
93005131	DA15P to DA15P, 5 Feet	$45.00	$51.75	A
93010131	DA15P to DA15P, 10 Feet	$55.00	$63.25	A

93015131	DA15P to DA15P, 15 Feet	$65.00	$74.75	A
93025131	DA15P to DA15P, 25 Feet	$85.00	$97.75	A
93050131	DA15P to DA15P, 50 Feet	$135.00	$155.25	A
9.3E+07	DA15P to DA15P, Crossover, 10 Feet	$55.00	$63.25	A
930xx143	RJ48C Plug to RJ48C Plug			
93010143	RJ48C Plug to RJ48C Plug, 10 Feet	$35.00	$40.25	A
93015143	RJ48C Plug to RJ48C Plug, 15 Feet	$42.50	$48.88	A
93020143	RJ48C Plug to RJ48C Plug, 20 Feet	$50.00	$57.50	
93025143	RJ48C Plug to RJ48C Plug, 25 Feet	$57.50	$66.13	A
93035143	RJ48C Plug to RJ48C Plug, 35 Feet	$65.00	$74.75	
93050143	RJ48C Plug to RJ48C Plug, 50 Feet	$75.00	$86.25	A
930xx144	RJ48C Plug to RJ48C Plug, Crossover			
93010144	RJ48C Plug to RJ48C Plug, 10 Feet	$35.00	$40.25	A
93015144	RJ48C Plug to RJ48C Plug, 15 Feet	$42.50	$48.88	A
93020144	RJ48C Plug to RJ48C Plug, 20 Feet	$50.00		
93025144	RJ48C Plug to RJ48C Plug, 25 Feet	$57.50	$66.13	A
93035144	RJ48C Plug to RJ48C Plug, 35 Feet	$65.00		
93050144	RJ48C Plug to RJ48C Plug, 50 Feet	$75.00	$86.25	A
930xx151	DA15S to RJ48C Plug			
93005151	DA15S to RJ48C Plug, 5 Feet	$45.00	$51.75	A
93010151	DA15S to RJ48C Plug, 10 Feet	$55.00	$63.25	A
93015151	DA15S to RJ48C Plug, 15 Feet	$65.00	$74.75	A
93025151	DA15S to RJ48C Plug, 25 Feet	$85.00	$97.75	A
93050151	DA15S to RJ48C Plug, 50 Feet	$135.00	$155.25	A
930xx152	RJ48C to DA15S, Crossover			
93005152	RJ48C to DA15S, Crossover, 5 Feet	$38.00	$43.70	A
93010152	RJ48C to DA15S, Crossover, 10 Feet	$55.00	$63.25	A
93025152	RJ48C to DA15S, Crossover, 25 Feet	$85.00	$97.75	A
930xx202	DA15S to DA15S, Crossover			
93010202	DA15S to DA15S, Crossover, 10 Feet	$55.00	$63.25	A
93050202	DA15S to DA15S, Crossover, 50 Feet	$135.00	$155.25	A
9.3E+07	DE9P to RJ48, Cisco 2500 SLIP, Control Port, 1 Foot	$51.00	$58.65	A
930xx241	RJ45P to RJ45P			
93001241	RJ45P to RJ45P, 18 Inches	$4.00	$4.60	A
93014241	RJ45P to RJ45P, 14 Feet	$6.00	$6.90	A
93025241	RJ45P to RJ45P, 25 Feet	$11.00	$12.65	A
Cables - 950 Series				
950xx021	DB25P to DB25P			
95010021	DB25P to DB25P, 10 Feet	$35.00	$40.25	A
95025021	DB25P to DB25P, 25 Feet	$57.50	$66.13	A
9.5E+07	DE9S to DE9P, 6 Feet	$25.00	$28.75	A
9.5E+07	DE9S to DB25P, 5 Feet	$20.00	$23.00	A
9.5E+07	DE9P to DB25P, 5 Feet	$20.00	$23.00	A
9.5E+07	RS449-A Interface, 25 Feet	$88.00	$101.20	A
950xx042	DB25P to DC37S (EIA-530 to RS449)			
95003042	DB25P to DC37S (EIA-530 to RS449), 3 Feet	$78.00	$89.70	A
95010042	DB25P to DC37S (EIA-530 to RS449), 10	$110.00	$126.50	A

	Feet			
950xx043	DB25P to Wellfleet, AT&T			
95015043	DB25P to Wellfleet, AT&T, 15 Feet	$90.00	$103.50	A
95025043	DB25P to Wellfleet, AT&T, 25 Feet	$98.00	$112.70	A
9.5E+07	DB25P to DB50P, Cisco IGS, 3000, 4000, 10 Feet	$78.00	$89.70	A
9.5E+07	DB25P to DA26P, Cisco High-density, V.35, 10 Feet	$78.00	$89.70	A
950xx052	MRAC34P to MRAC34P			
95010052	MRAC34P to MRAC34P, 10 Feet	$64.00	$73.60	A
95025052	MRAC34P to MRAC34P, 25 Feet	$90.00	$103.50	A
95050052	MRAC34P to MRAC34P, 50 Feet	$136.00	$156.40	A
9.5E+07	DB25P to MRAC34P, 10 Feet	$105.00	$120.75	A
950xx054	DB25P to MRAC 34P			
95010054	DB25P to MRAC 34P, 10 Feet	$115.00	$132.25	A
95025054	DB25P to MRAC 34P, 25 Feet	$135.00	$155.25	A
9.5E+07	MRAC34P to MRAC34P (DCE to DCE), 10 Feet	$98.00	$112.70	A
9.5E+07	DB25P to MRAC34P (DCE to DCE), 10 Feet	$87.00	$100.05	A
9.5E+07	DB25P to DB25P, (DCE to DCE), 10 Feet	$67.00	$77.05	A
950xx061	DB25P to DB25P (RS366)			
95010061	DB25P to DB25P (RS366), 10 Feet	$52.00	$59.80	A
95025061	DB25P to DB25P (RS366), 25 Feet	$88.00	$101.20	A
95050061	DB25P to DB25P (RS366), 50 Feet	$138.00	$158.70	A
950xx063	DB25P to DA15P			
95010063	DB25P to DA15P, 10 Feet	$60.00	$69.00	A
95025063	DB25P to DA15P, 25 Feet	$90.00	$103.50	A
95050063	DB25P to DA15P, 50 Feet	$140.00	$161.00	A
950xx064	DB25P to DA15S, X.21			
95010064	DB25P to DA15S, X.21, 10 Feet	$60.00	$69.00	A
95025064	DB25P to DA15S, X.21, 25 Feet	$90.00	$103.50	A
95050064	DB25P to DA15S, X.21, 50 Feet	$140.00	$161.00	A
9.5E+07	DB25P to DC37P (EIA-530 to RS449), 10 Feet	$78.00	$89.70	A
9.5E+07	DB25P to DA15P, V.35 to Wellfleet Router, 10 Feet	$78.00	$89.70	A
9.5E+07	DB25P to MRAC34P, (DCE to DCE), 10 Feet	$98.00	$112.70	A
9.5E+07	DB25P to MRAC34S Adapter (p/i only), 1 Foot	$40.00	$46.00	A
9.5E+07	RJ45 Plug to RJ45 Plug, 7 Feet	$20.00	$23.00	A
9.5E+07	RJ45 Plug to RJ45 Plug, Crossover, 7 Feet	$20.00	$23.00	A
9.5E+07	DB25P to DB25S and DA15P, 1 Foot	$120.00	$138.00	A
9.5E+07	DB25P to DB25S and DA15S, 1 Foot	$130.00	$149.50	A
9.5E+07	DB25P to MRAC34S and DA15P, 1 Foot	$180.00	$207.00	A
9.5E+07	DB25P to MRAC34S and DA15S, 1 Foot	$160.00	$184.00	A
950xx094	DB25P to RJ48C Plug			
95005094	DB25P to RJ48C Plug, 5 Feet	$30.00	$34.50	A
95006094	DB25P to RJ48C Plug, 6 Feet	$32.00	$36.80	A
95010094	DB25P to RJ48C Plug, 10 Feet	$55.00	$63.25	A

95030096	DB25P to MRAC34P, 30 Feet	$130.00	$149.50	A
950xx097	DB25P to MRAC34S			
95005097	DB25P to MRAC34S, 5 Feet	$28.00	$32.20	A
95010097	DB25P to MRAC34S, 10 Feet	$30.00	$34.50	A
95015097	DB25P to MRAC34S, 15 Feet	$105.00	$120.75	A
95025097	DB25P to MRAC34S, 25 Feet	$40.00	$46.00	A
95030097	DB25P to MRAC34S, 30 Feet	$45.00	$51.75	A
950xx098	RJ45S to RJ45S			
95010098	RJ45S to RJ45S, 10 Feet	$40.50	$46.58	A
95025098	RJ45S to RJ45S, 25 Feet	$55.50	$63.83	A
9.5E+07	RJ45S to RJ45S, Crossover, 10 Feet	$40.50	$46.58	A
9.5E+07	RJ45P to RJ45P, 16 Feet	$24.00	$27.60	A
Cables - 960 Series				
960xx009	BNC Plug to BNC Socket			
96010009	BNC Plug to BNC Socket, 10 Feet	$45.00	$51.75	A
96025009	BNC Plug to BNC Socket, 25 Feet	$67.50	$77.63	A
96050009	BNC Plug to BNC Socket, 50 Feet	$75.00	$86.25	A
960xx010	BNC Plug to BNC Plug			
96010010	BNC Plug to BNC Plug, 10 Feet	$45.00	$51.75	A
96025010	BNC Plug to BNC Plug, 25 Feet	$67.50	$77.63	A
96050010	BNC Plug to BNC Plug, 50 Feet	$105.00	$120.75	A
960xx011	HSSI Plug to HSSI Plug			
96005011	HSSI Plug to HSSI Plug, 5 Feet	$74.00	$85.10	A
96010011	HSSI Plug to HSSI Plug, 10 Feet	$84.00	$96.60	A
96015011	HSSI Plug to HSSI Plug, 15 Feet	$94.00	$108.10	A
96020011	HSSI Plug to HSSI Plug, 20 Feet	$104.00	$119.60	A
96025011	HSSI Plug to HSSI Plug, 25 Feet	$114.00	$131.10	A
9.6E+07	HSSI Plug to HSSI Plug, Crossover, 10 Feet	$84.00	$96.60	A
Power Supplies				
72071	Power Supply for Universal Power Tray, 100 Watts	$450.00	$517.50	A
72073	Power Supply Tray and One Power Supply, 100 Watts	$475.00	$546.25	A
72075	Power Supply Tray and Two Power Supplies, 100 Watts x2 or 100 Watts Redundant	$900.00	$1,035.00	A
72079	Power Supply Tray and Four Power Supplies	$1,750.00	$2,012.50	A
Power Cords				
90000	Power Cord United States	$25.00	$28.75	A
90001	Power Cord European Community	$25.00	$28.75	A
90002	Power Cord United Kingdom	$25.00	$28.75	A
90003	Power Cord Italy	$25.00	$28.75	A
90004	Power Cord Australia	$25.00	$28.75	A
Shelves and Mounting Equipment				
72273	Universal Heat Baffle	$72.00	$82.80	A
78031	Rack Mount Tray for 1 Unit	$45.00	$51.75	A
78035	Wall Mount Bracket, 1 Stand-alone Unit	$45.00	$51.75	A

78070	Universal Shelf, 2-slot DC	$350.00	$402.50	A
78075	Universal Shelf, 2-slot AC	$400.00	$460.00	A
78270	Universal Shelf, 12-slot DC	$995.00	$1,144.25	A
78271	DSU Shelf Blank Plug-in, 2-slot/12-slot	$35.00	$40.25	A
78272	Universal Shelf, 12-slot DC (Canada)	$995.00	$1,144.25	A
78031100	Tray Retaining Clips for (1) 78031 Tray	$15.00		
78031200	19” Tray Center Support for (2) 78031s	$20.00		
78031300	23” Tray Center Support for (2) 78031s	$20.00		
Ethernet Adapter Card				
98101	Optional PCMCIA Ethernet Adapter, 10Base-T	$300.00	$345.00	A

Kentrox Orders -Cables & Accessories
Drop Ship
Manufacturers Warranty At time of purchase will apply
State will be charged full retail

Kentrox Products	Discount Off List for Dropship
CSU/DSU	**30%**

Kentrox Orders -Cables & Accessories with Qwest Remote NBD response SSP Maintenance- Minimum One Year. Kentrox maintenance will be sold for 4 hour response in both In-Region and OOR territory.

Kentrox Orders -Cables & Accessories with SSP Maintenance- Minimum One Year
Manufacturers Warranty At time of Purchase will apply

Kentrox Products	Disc off List	2 yrs Qwest SSP Maintenance	Qwest 3 Yr SSP Maintenance Discount
CSU/DSU	**38%**	**0%**	**30%**

CISCO

Drop Ship Orders (No Installation and No Maintenance)
Manufacturers Warranty At time of Purchase will apply

Category A Products	Discount Off List for Dropship
BPX*	38.2%
IGX*	38.2%
IPX*	38.2%
VCO*	38.2%
SC2200*	38.2%
AP40-XX*	38.2%

Category B Products	Discount Off List for Dropship
Cat8500	38.2%
Cisco 12000	38.2%
Cisco7000	38.2%
Cisco 6700	38.2%
Cisco 6400	38.2%
Cisco 6200	38.2%
MGX	38.2%
Cisco INS	38.2%
MCS-7830	38.2%
Cisco Access Mgr	38.2%
CIC	38.2%

Category C Products	Discount Off List for Dropship
Cisco 4000	N/A
Cisco 3800	38.2%
Cisco 3600	38.2%
Cisco 2600	38.2%
Cisco 2500	N/A
Cat 6000	38.2%
Cat 5000	N/A
Cat 4000	38.2%
AS- 5XXX	38.2%
FastPAD	38.2%
Lightstream	38.2%
Gateway 1000	38.2%

Category D Products	Discount Off List for Dropship
Cisco 1700	38.2%
Cisco1600	38.2%
Cisco1500	38.2%
Cisco 1400	38.2%
Cisco1000	38.2%
Cisco 800	38.2%
Cisco700	38.2%
Cat3xxx	38.2%
Cat2xxx	38.2%
Cat1xxx	38.2%
Adptr	38.2%
WS-Probe	38.2%
PIX,LDIR	38.2%
MicroWEB Sever	38.2%
Cache Eng	38.2%
UBR900	38.2%
7960s	38.2%

Category S Products	Discount Off List for Dropship
Ntwk Mgmt	38.2%
IPeXchange	38.2%
MultiNet	38.2%
Secure	38.2%
WebServer	38.2%
TCP/IP	38.2%
IP/TV	38.2%
Remote	38.2%
DNS/DHCP	38.2%
Secure IP	38.2%
NetMgmt	38.2%
IOS/390	38.2%
6100MGT	38.2%

Cisco Orders With 1 or 2 years of Qwest Branded Maintenance or Cisco SmartNet
Manufacturers Warranty at time of Purchase will apply
Minimum One Year Maintenance Contract
Qwest Branded Maintenance does not support the following:
*All products in Category A
*All products in Category B except Cat8500, Cisco7000 and MCS-7830.
*In Category C, Gateway 1000.
*In Category C, Cisco 4000, 2500 and 5000 have been manufacturer discontinued. Maintenance will still be available until manufacturer End of Hardware support date, at 20.1% discount for 1, 2 or 3 years.
*In Category D, Cisco1400, Cisco1000, Cisco800, Cisco700, Adapter, WS-Probe, MicroWeb Server, Cache Engine, UBR900.

All Product are supported by Smartnet

Category A Products	Disc off List	With Smartnet Maintenance
BPX*	38.2%	20.1% - 1 or 2 Yrs
IGX*	38.2%	20.1% - 1 or 2 Yrs
IPX*	38.2%	20.1% - 1 or 2 Yrs
VCO*	38.2%	20.1% - 1 or 2 Yrs
SC2200*	38.2%	20.1% - 1 or 2 Yrs
AP40-XX*	38.2%	20.1% - 1 or 2 Yrs

Category B Products	Disc off List	With Qwest or Smartnet Maintenance
Cat8500	38.2%	20.1% - 1 or 2 Yrs
Cisco 12000*	38.2%	20.1% - 1 or 2 Yrs
Cisco7000	38.2%	20.1% - 1 or 2 Yrs
Cisco 6700*	38.2%	20.1% - 1 or 2 Yrs
Cisco 6400*	38.2%	20.1% - 1 or 2 Yrs
Cisco 6200*	38.2%	20.1% - 1 or 2 Yrs
MGX*	38.2%	20.1% - 1 or 2 Yrs
Cisco INS*	38.2%	20.1% - 1 or 2 Yrs
MCS-7830	38.2%	20.1% - 1 or 2 Yrs
Cisco Access Mgr*	38.2%	20.1% - 1 or 2 Yrs
CIC*	38.2%	20.1% - 1 or 2 Yrs

Category D Products	Disc off List	With Qwest or Smartnet Maintenance
Cisco 1700	38.2%	20.1% - 1 or 2 Yrs
Cisco1600	38.2%	20.1% - 1 or 2 Yrs
Cisco1500	38.2%	20.1% - 1 or 2 Yrs
Cisco 1400*	38.2%	20.1% - 1 or 2 Yrs
Cisco1000*	38.2%	20.1% - 1 or 2 Yrs
Cisco 800*	38.2%	20.1% - 1 or 2 Yrs
Cisco700*	38.2%	20.1% - 1 or 2 Yrs
Cat3xxx	38.2%	20.1% - 1 or 2 Yrs
Cat2xxx	38.2%	20.1% - 1 or 2 Yrs
Cat1xxx	38.2%	20.1% - 1 or 2 Yrs
Adptr*	38.2%	20.1% - 1 or 2 Yrs
WS-Probe*	38.2%	20.1% - 1 or 2 Yrs
PIX	38.2%	20.1% - 1 or 2 Yrs
LDIR*	38.2%	20.1% - 1 or 2 Yrs
MicroWEB* Server	38.2%	20.1% - 1 or 2 Yrs
Cache Eng*	38.2%	20.1% - 1 or 2 Yrs
UBR900*	38.2%	20.1% - 1 or 2 Yrs
7960s	38.2%	20.1% - 1 or 2 Yrs

Category C Products	Disc off List	With Qwest or Smartnet Maintenance
Cisco 4000*	N/A	20.1% - 1 or 2 Yrs
Cisco 3800	38.2%	20.1% - 1 or 2 Yrs
Cisco 3600	38.2%	20.1% - 1 or 2 Yrs
Cisco 2600	38.2%	20.1% - 1 or 2 Yrs
Cisco 2500*	N/A	20.1% - 1 or 2 Yrs
Cat 6000	38.2%	20.1% - 1 or 2 Yrs

Category S Products	Disc off List	Smartnet Maintenance.	No Maintenance Discounts
IPeXchange	38.2%	none	none
MultiNet	38.2%	none	none
Secure	38.2%	none	none
WebServer	38.2%	none	none
TCP/IP	38.2%	none	none
IP/TV	38.2%	none	none

Cat 5000*	N/A	20.1% - 1 or 2 Yrs		Remote	38.2%	none	none
Cat 4000	38.2%	20.1% - 1 or 2 Yrs		DNS/DHCP	38.2%	none	none
AS- 5XXX	38.2%	20.1% - 1 or 2 Yrs		Secure IP	38.2%	none	none
FastPAD	38.2%	20.1% - 1 or 2 Yrs		NetMgmt	38.2%	none	none
Lightstream	38.2%	20.1% - 1 or 2 Yrs		IOS/390	38.2%	none	none
Gateway 1000*	38.2%	20.1% - 1 or 2 Yrs		6100MGT	38.2%	none	none

Cisco Orders With 3 years of Qwest Branded Maintenance or 3 years of Cisco Smartnet Manufacturers Warranty at time of Purchase will apply
Minimum One Year Maintenance Contract
If the State chooses 40% of list for equipment and Qwest Branded three year maintenance, years one and two for maintenance will be non-discounted and the State will receive 50% off the 3rd year of maintenance.
Qwest Branded Maintenance does not support the following:
*All products in Category A
*All products in Category B except Cat8500, Cisco7000 and MCS-7830.
*In Category C, Gateway 1000.
*In Category C, Cisco 4000, 2500 and 5000 have been manufacturer discontinued. Maintenance will still be available until manufacturer End of Hardware support date, at 20.1% discount for 1, 2 or 3 years.
*In Category D, Cisco1400, Cisco1000, Cisco800, Cisco700, Adapter, WS-Probe, MicroWeb Server, Cache Engine, UBR900.

All Product are supported by Smartnet

Category A Products	Disc off List	With Smartnet Maintenance
BPX*	38.2%	20.1%
IGX*	38.2%	20.1%
IPX*	38.2%	20.1%
VCO*	38.2%	20.1%
SC2200*	38.2%	20.1%
AP40-XX*	38.2%	20.1%

Category B Products	Disc off List	With Smartnet Maintenance	Disc off List	With Qwest Maintenance only
Cat8500	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco 12000*	38.2%	20.1%	N/A	N/A
Cisco7000	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco 6700*	38.2%	20.1%	N/A	N/A
Cisco 6400*	38.2%	20.1%	N/A	N/A
Cisco 6200*	38.2%	20.1%	N/A	N/A
MGX*	38.2%	20.1%	N/A	N/A
Cisco INS*	38.2%	20.1%	N/A	N/A
MCS-7830	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco Access Mgr*	38.2%	20.1%	N/A	N/A
CIC*	38.2%	20.1%	N/A	N/A

Category C Products	Disc off List	With Smartnet Maintenance	Disc off List	With Qwest Maintenance
Cisco 4000*	N/A	20.1%	N/A	20.1%
Cisco 3800	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco 3600	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco 2600	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco 2500*	N/A	20.1%	N/A	20.1%
Cat 6000	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cat 5000*	N/A	20.1%	N/A	20.1%
Cat 4000	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
AS- 5XXX	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
FastPAD	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Lightstream	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Gateway 1000*	38.2%	20.1%	N/A	N/A

Category D Products	Disc off List	With Smartnet Maintenance	Disc off List	With Qwest Maintenance only
Cisco 1700	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco1600	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco1500	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cisco 1400*	38.2%	20.1%	N/A	N/A
Cisco1000*	38.2%	20.1%	N/A	N/A
Cisco 800	38.2%	20.1%	N/A	N/A
Cisco700*	38.2%	20.1%	N/A	N/A
Cat3xxx	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cat2xxx	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Cat1xxx	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
Adptr *	38.2%	20.1%	N/A	N/A
WS-Probe*	38.2%	20.1%	N/A	N/A
PIX	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2
LDIR*	38.2%	20.1%	N/A	N/A
MicroWEB Server*	38.2%	20.1%	N/A	N/A
Cache Eng *	38.2%	20.1%	N/A	
UBR900 *	38.2%	20.1%	N/A	N/A
7960s	38.2%	20.1%	40%	50% - 3rd Year only no discount for year 1&2

Category S Products	Disc off List	Smartnet Maintenance.	No Maintenance Discounts
Ntwk Mgmt	38.2%	None	None
IPeXchange	38.2%	None	None
MultiNet	38.2%	None	None
Secure	38.2%	None	None
WebServer	38.2%	None	None
TCP/IP	38.2%	None	None
IP/TV	38.2%	None	None
Remote	38.2%	None	None
DNS/DHCP	38.2%	None	None
Secure IP	38.2%	None	None
NetMgmt	38.2%	None	None
IOS/390	38.2%	None	None
6100MGT	38.2%	None	none