

Contract Number: T08-TSD-947

for

Secondary Transport Services TDM

between

The Department of Information Services

and

Qwest Communications Corporation

Effective Date:

February 7, 2008

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Exhibits

- Exhibit A: DIS Request for Proposal/Quotations T08-RFQQ-010 for Secondary Transport Services
TDM
- Exhibit B: Contractor's Response

Note: Exhibits A and B are not attached Exhibit A and the non-proprietary, non-confidential portions of Exhibit B are available upon request from the DIS Contract Administrator

T08-TSD-947

for

Ethernet Transport Services**PARTIES**

This Contract is entered into by and between the state of Washington acting through the Department of **Information Services, an agency** of Washington State government (hereinafter "DIS"), and **Qwest Communications Corporation, including its subsidiaries, licensed** to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning of Ethernet **Transport Services** to the State.

RECITALS

The state of **Washington, acting** by and through **DIS**, issued a Request for Quotation & **Qualifications (RFQQ) dated September 20, 2007 (Exhibit A)** for the purpose of **establishing Contracts** for **Ethernet Transport Services** in accordance with its authority **under chapter 43.105 RCW**.

Qwest Communications Corporation submitted a timely Response to DIS' RFP (Exhibit 8).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified Qwest Communications Corporation as an apparently successful Vendor.

DIS has determined that entering into a Contract with Qwest Communications Corporation will meet the State's needs and will be in the State's best interest.

NOW THEREFORE, DIS **awards to Qwest Communications Corporation this Contract, the terms and conditions of which shall govern Contractor's** furnishing to Purchasers the **Ethernet Transport Services. This Contract is not for personal use.**

This Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar Products or Services from other sources, provided that, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as **hereinafter set forth**, the parties **agree** as follows:

1. Definition of Terms

The following **terms as used throughout this Contract** shall have **the meanings set forth below.**

"Applicable Fee and Surcharges" shall mean **the** lets and **surcharges** that the Contractor **will** charge the State for the **services** provided. **These include** such items as port charges, **central office cross-connect (COCC) charges, or multiplexing charges.** (This is not an **exhaustive** list)

"Applicable Taxes" shall mean taxes, other **than sales taxes that** the Contractor places on their invoice to the State.

"Business Days and Hours" shall mean Monday through **Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.**

"Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 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 or object code, or Purchaser or State security information. Confidential Information also includes any Personal Information under the provisions of RCW 19.255.010 and RCW 42.56.590.

"Contract" shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

"Contractor" shall mean Qwest Communications Corporation, its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

"Contractor Account Manager" shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in the section titled Contractor Account Manager.

"Contractor Project Manager" shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

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

"DIS Contract Administrator" shall mean the Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Contract.

"Effective Date" shall mean the first date this Contract 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 Contract.

"Exhibit A" shall mean the RFPQQ.

"Exhibit B" shall mean Contractor's Response.

"IGN" shall mean Inter-Governmental Network - A DIS managed statewide network connecting counties, cities and other local municipalities. The IGN is constructed, in part, using DIS Primary and Secondary Transport and uses the statewide backbone network.

"K-20 Network" shall mean the educational network established by Chapter 137, Laws of 1996.

"K-20 Participants" shall mean DIS and those educational organizations listed in Chapter 137, Laws of 1996.

"Layer 2" shall mean the Data Link layer of the Open Systems Interconnection (OSI) reference model. Layer 2 protocols are concerned with connecting local network devices. Ethernet (IEEE 802.3) is an example of a Layer 2 protocol.

"Minimum Service Commitment" shall mean the minimum twelve (12) month period in which Customer agrees to keep a new circuit in service.

"Network" shall mean the communication facilities between any two DIS Node Sites.

"Node Site(s)" shall mean A DIS or state institution operated backbone telecommunications facility in one of six (6) designated cities. Nodes participate fully in the NGN ring architecture. Node sites include Olympia, Pullman, Seattle, Spokane, Vancouver, and Yakima.

"Non-Vendor LEC" shall mean a local exchange carrier that is not a Contractor Affiliate that Contractor utilizes to provide a portion of the Services which pass outside the Contractor's usual and customary operating area.

"OC" shall mean Optical Carrier (OC). The optical implementation of SNET STS units e.g. OC-1 ≈ STS-1, OC-3 ≈ STS-3 and so on.

"Price" shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.

"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 copyright, patent, trademark, or trade secret laws.

"Primary Services" are defined as point-to-point Layer 2 Ethernet services that interconnect DIS' network Nodes.

"Purchaser" or "Authorized Purchaser" shall mean the state of Washington, DIS, and those entities listed as Authorized Purchasers in the list of Authorized Purchasers attached as Schedule C hereto, and any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

"Purchaser Manager" shall mean the person designated by Purchaser who is assigned as the primary contact person whom Contractor's Account Manager shall work with for the duration of this Contract and as further defined in the section titled Purchaser Project Manager.

"Purchaser Contract Administrator" shall mean that person designated by DIS to administer this Contract on behalf of DIS.

"Purchaser Contracting Officer" shall mean the Purchaser's officer with signature authority, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Contract, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

"RCW" shall mean the Revised Code of Washington.

"Regional Aggregation Services" shall mean those Layer 2 Ethernet services that aggregate Layer 2 traffic from two or more end-sites for presentation at a DIS node site or the K-20 main hub router location at the Seattle Westin.

"RFQQ" shall mean the Request for Qualifications and Quotation used as a solicitation document in this procurement, including all amendments and modifications. Exhibit A hereto.

"Response" shall mean Contractor's Response to the RFQQ for Secondary Transport Services TDM. Exhibit B hereto.

"Schedule A: Authorized Product and Price List" shall mean the attachment to this Contract that identifies the authorized Products and Services and Prices available under this Contract.

"Schedule B: Problem Escalation Procedure and Contact List" shall mean the attachment to this Contract that provides the problem escalation and Contractor's contact list.

"Secondary Services" shall mean point-to-point Layer 2 Ethernet services that directly connect an end-site to a DIS network node.

"Services" or "Secondary Transport Services" shall mean Primary Services, Secondary Services, or Regional Aggregation Services

"SGN" shall mean State Governmental Network (SGN) is a network, managed by DIS for state agencies, that provides access to state services and to the Internet.

"Software" shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by Contractor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

"SONET" shall mean Synchronous Optical Network where services are provided in increments of OC-3, OC-12, and OC-48 (for the purposes of this document)

"Specifications" shall mean the technical and other specifications set forth in this Contract, the RFQQ, Exhibit A, and any additional specifications set forth in Contractor's Response, Exhibit B.

*Stateⁿ shall mean the state of Washington.

"STS-1" shall mean Synchronous Transport Signal 1 (51.84 Mbps) is the basic SONET Framing unit.

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

"Term of Service" shall mean the minimum period of service for which a circuit is ordered.

"Contractor Demarcation Point" shall mean the physical location in the Purchaser's site where the Contractor's service physically terminates and is cross-connected to the Purchaser's equipment.

Contract Term

2. Term

2.1. This Contract's initial term shall be three (3) years, commencing upon the Effective Date.

2.2. This Contract's Exhibit's term may be extended by two (2) additional one (1) year terms, provided that the extensions shall be at DIS' option and shall be effected by DIS giving written notice of its intent to extend this Contract Exhibit to Contractor not less than thirty (30) calendar days prior to the expiration of the then-current term. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

3. Survivorship

All purchase transactions executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Ownership/Rights in Data; Contractor Commitments. Warranties and Representations; Protection of Purchaser's Confidential Information; License Grant; Software Ownership; Date Warranty; No Surreptitious Code Warranty; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor's Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputer; and Limitation of Liability, shall survive the termination of this Contract.

Pricing, Invoice and Payment

4. Pricing

- 4.1. Contractor agrees to provide, for the Term of the Contract, the Services to Purchasers at the Prices set forth in Contractor's Authorized Services and Price List, attached as Schedule A to this Contract and incorporated herein by this reference.
- 4.2. Prices listed in Schedule A may not be increased during the Term of the Contract.
- 4.3. If Contractor reduces its Prices for any of the Services during the Term of this Contract, Purchaser shall have the immediate benefit of such lower Prices for new purchases. Contractor shall send notice to the Purchaser Contract Administrator with the reduced Prices within fifteen (15) Business Days of the reduction taking effect. Notwithstanding the above, at any time any change in end user rates and/or charges mandated by the legally constituted authorities or regulations will act as a modification of billing rates or charges to that extent without further notice.
- 4.4. Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements. Contractor represents and warrants that, as of the Effective Date, Contractor is a service provider eligible under applicable regulations to provide discounted telecommunications services as part of the E-rate discount program ("E-rate Program") for schools and libraries.

5. Tariffs

- 5.1. Contractor agrees to make all State or Federal tariff filings that are required by law or regulation and that are necessary for contract performance.
- 5.2. If necessary, Contractor shall make my initial filing required to implement the contract within ten (10) Business Days after the Effective Date of this Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body (30) calendar days after the date of contract award, the DIS shall have the right partially or entirely to terminate the contract without liability.

- 5.3. **DIS shall have access to Qwest's tariffs which pertain to the provision of the Services described herein through the following Uniform Resource Locator ("URL"):**
<http://www.qwest.com/about/policy/regulatoryDocs/index.html> .
- 5.4. **If any ruling, order or determination of any regulatory agency or court of competent jurisdiction shall materially and adversely affect the Contractor's ability to offer Services under the terms and conditions of this Contract, Contractor agrees to immediately develop a proposal that provides comparable service to DIS at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. Such service may be provided under other existing tariffs (if this can be done at such tariffs' then effective rates without further revision) or under newly filed tariffs. If Contractor is unwilling or unable to develop such a proposal within ten (10) days of any such event the DIS will have the right partially or entirely to terminate the contract without liability.**

6. Advance Payment **Prohibited**

No advance payment shall be made for the **Services** furnished by Contractor pursuant to this **Contract**.

7. Taxes

- 7.1. **Purchaser will pay sales and use taxes, if any, imposed on the 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.** Purchaser, as an agency of Washington State **government, is exempt from property tax.**
- 7.2. **Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.**
- 7.3. **All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.**

8. Invoice and Payment

- 8.1. **The Contractor may provide billing only after turn over to the Customer Of Record (COR) as production and the presentation of a proper invoice. Invoices that do not contain the proper billing detail in accordance with 8.2 will be returned unpaid to the Contractor for proper billing detail corrections.**

8.2. Monthly Invoice Requirements

Monthly invoices must be **itemized** and priced, to include the following for each service provided to the COR:

- Customer **End-Site Name**
- Contract number (**T08-TSD-947**);
- **Contractor** account number;
- **Contractor** circuit identifier,
- **Contractor charges;**

- **Multiplexing** charges (if applicable);
Maintenance or other service charges;
- **Taxes and fees;**
Installation cost (if **applicable**); and
- Payment terms, including any **available** prompt **payment** discount

8.3. **Where Billing is submitted**

The billing for services must be submitted to the Customer of Record. For DIS purchased service that address is:

Department of **Information Services**
Telecommunication Services Division
512 - 12th Avenue SE
P.O. Box **42445**
Olympia, **WA 98504-2445**

Attn: Billing Support

8.4. Incorrect or **incomplete invoices** will be returned by Purchaser to Contractor for **correction** and reissue.

- 5 If **there are** any good faith **disputes** related to an invoice, **Purchaser** may pay only the undisputed **portion** of the **invoice** on a timely basis and notify **Contractor** in **writing** of **Purchaser's** basis for withholding payment of the **disputed amount**. Upon **receipt** of **Purchaser's** dispute notice, **Contractor** and **Purchaser** agree to work **together** in **good** faith w **resolve such dispute** in a prompt and mutually acceptable manner. If the **dispute** is not resolved within **ninety (90) days** after Contractor's **receipt** of **Purchaser's** dispute notice, the parties shall **resolve the** issue pursuant to the provisions of **Section 51**.

9. Overpayment⁸ to Contractor

Contractor shall apply as credit to Purchaser's impacted account the full amount of any erroneous payment or **overpayment** under this **Contract** within thirty (30) days written notice. **Credit shall be** effective on the next applicable billing **period**. For overpayments or **erroneous** payments **that** would **otherwise require** the issuance of **credits after the** termination of **affected services** under this **Contract**, **Contractor** shall refund to Purchaser the full amount in the **form** of a check in **accordance** with Section 8 of this **Contract**.

Contractor's Responsibilities

10. Transition **Planning**

For those Purchasers **receiving Services from** Contractor at the same, existing locations pursuant w **other DIS-administered contracts** in place prior to the Effective Date of **this Contract**, **Contractor** agrees, at the sole option of DIS, to provide Services pursuant to the terms and **subject to** the conditions of this **Contract**, upon DIS' **request**, without **assessing** any transition or termination penalty or obligation on **behalf of Purchasers** It is **the Contractor's** intention to become the **Customer** of Record for **services terminating** in Non-Vendor LEC territory. If there is a charge **assessed to Contractor** for **transitioning services** w this new **arrangement**, Contractor may pass **through** this charge to DIS or Purchaser.

11. Contractor **Implementation** and **Installation** Requirements

This Contract covers TDM circuits between Purchaser end-sites, as well as Purchaser end-sites and NGN node sites. Table D-1 provides the list of end-sites (locations) for this acquisition that the Contractor will **price service** for evaluation.

11.1. Secondary Service Implementations

The **current** contracts end June **30.2008**. **DIS** anticipates ordering circuits **from** new **contracts, from** this procurement, to **be** able to **transition currents services** on or before that date.

The Contractor must accept the following implementation schedule (**when** construction is not **necessary** – in **those cases** due **dates** will be negotiated **with the Contractor**):

1. **DS1 – Contractor** must be able to **turn up** circuit and **have** it in **production** in **30** days from received order **from** COR.
2. **DS3 – Contractor** must **be** able to **turn up** circuit and have it in production in 45 days from received order from COR.
3. **SONET – Contractor** must be able to turn up circuit **and have** it in production in 60 days **from** receiving order from **COR**.

11.2. Secondary Service **Turn-Over** to **Production**

The Contractor will not **be** able to **turn-over** a circuit to COR as a production circuit until the circuit **has** been **tested** and is declared error-free by the Contractor. Only then may the **Contractor turn-over** the circuit and **begin** billing the COR for **services**.

11.3. Secondary Transport Specifications

All TDM Services shall be **delivered** to DIS per specifications in Section 12.

11.4. Funding

Service provided herein is **subject** to network **infrastructure** availability and may require **the expenditure** of **Contractor** capital funds ("Funding") to provide **Service** to DIS. If a location requires Funding, Contractor **will** only provide **Service** if Funding has been approved as **evidenced** on the signature page of this Exhibit. Such approval will **be granted** at the sole discretion of **Contractor**. In the event this Exhibit is **executed** and **the required** Funding is not approved, Contractor agrees to **cooperate with** DIS in **good** faith to develop an alternative **service solution**.

12. Secondary **Services Specifications**

12.1. **Service characteristic**

DIS **expects** the Contractor, for each circuit **provided**, to provision a point to point (PTP) circuit from Location 1 to Location 2, of the service type and of the quantity **specified** in Table D-1. **Services must** function 24 hours **per** day 7 days a week. 365 days a **year**. The **service** must meet **the** appropriate specifications, per **the service** type, **provided** in the specifications listed in 13.2 – 13.13

12.2. **Prevailing** standards

The Contractor shall provide services based on the **prevailing** American National Standards Institute (ANSI) and **Telcordia** standards.

12.3. Out of **service** definition

Contractor must accept the definition of unavailable seconds (**UAS**) per ITU.T G.821 and agree **that** any **pcriod** of UAS will be considered an "out-of-service **event.**" All other seconds of service will be **considered** available seconds or "in-service."

12.4. **Service** availability **Performance** Measurement

The service availability for Contractor's **TDM** services shall be measured on a monthly basis. Availability will be the total **number** of **measured** available seconds per **month** divided by the total number of possible seconds for the month. The Contractor must accept Table **12.1** definition of available seconds for each month class (28 day, 29 day, 30 day, and 31 day) and service type (**DS1**, DS3, **SONET**).

Table 12-1 - Availability Seconds by Service Type

		DS1	DS3	SONET
Days in Month	Total Possible Seconds	99.9% Available Seconds	99.98% Available Seconds	99.99% Available Seconds
28	2,419,200	2,416,781	2,418,716	2,418,958
29	2,505,600	2,503,094	2,505,099	2,505,349
30	2,592,000	2,589,408	2,591,482	2,591,741
31	2,678,400	2,675,722	2,677,864	2,678,132

12.5. Error indicators

The **Contractor** must accept the following **error** indicators as **defined** by the ITU.T **G.821** standard:

- CV - Coding **Violation**
- ES - **Errored Seconds**
- FC - Failure Count
- SEFS - Severely **Errored Framing** Seconds
- SES - Severely **Errored** Seconds
- UAS - Unavailable Seconds

12.6. **DS1** Specifications

- a) **DS1** Service Rate
The Contractor shall provide DS1 services at 1, 544,000 bits **per second**.
- b) **DS1** Performance
The DS1 service **shall** be available (**see** section 13.3 and 13.4) 99.9% of the time **during** a calendar month.
- c) B8ZS Line Encoding

The **SONET** service shall be available (see **section** 13.3 and 13.4) 99.99% of the **time** during a calendar month.

- c) **SONET Protection Switching**
If **ordered** through **the work order**, **SONET** automatic protection switching (**APS**) **must be** initiated within **10 milliseconds (ms)** after an UAS has **been measured**. Transfer timing (Switch Completion Time - **SCT**) should **be no greater than 50 ms**. **Restoration (Wait-To-Restore, WTR)** will occur no **smner than five (5) minutes** once alarm condition has cleared. **not to exceed** twelve (12) minutes.
- d) **Transmission Specifioations**
The SONET service must perform, at a minimum, within the transmission **specifications** of **ANSI/EIA/TIA-559**, Telcordia **GR-253**, and **GR-499**. Transport specifications **must perform**, at a minimum, within the scope of **ANSI T1.105** (1994 or **better**).
- e) **Framing Specifications**
SONET network element (NE) framing, to include **A1** and **A2** bytes **within an STS-N signal**, **must be** supported per Telcordia GR-253.
- f) **Connection Specifications**
Contractor must provide an "FC" style fiber connection via optic DSX equipment (**FODU**).
- g) **Timing Specifications**
To be provided by Contractor per **ANSI T1.101 (R1999)** or Telcordia GR-436. **Concept** is to build a timing **reference** based and **traceable** to a '**primary reference source**.' A '**primary reference source**' is defined as:
Timing signal with **long-term** accuracy maintained at 1×10^{-11} or **better**. with "verification" to UTC (**STRATUM 1 source**).
Timing signal **used as a "reference"** for the control of other **clocks** within a **network**.
- h) **Synchronization Status Messages**
The SONET service must support Synchronization Status Messages (**SSM**), per Telcordia **GR-253 CORE** and **OK-436-CORE**.
- i) **SONET Service Rates**
Unless **otherwise** specified in **the work order**, the Contractor shall provide **SONET STS** services at 51.84 Mbps in **increments** of **OC-3** (3 STS-I), **OC-12** (12 STS-I), or **OC-48** (48 STS-I).
- j) **SONET Stratum Timing**
Unless **otherwise specified in the work order**, the **Contractor shall** provide Stratum 1 level timing on all **SONET** circuits provided to **the Purchaser**.
- k) **Channelized SONET Services**
Unless **otherwise** specified in the work order. the Contractor shall provide all **SONET** services in a channelized **format**.

1) **Unchannelized SONET Services**

The **Contractor** shall be capable of providing individual **circuits** of **concatenated SONET OC-3c** and **OC-12c** services.

13. **Credit for Service Outages**

13.1. In the event of an Out of **Service** Condition, as **defined** in **Section 13.3** where **Contractor** fails to **restore Service** to full capability within four (4) hours **after DIS** notifies **Contractor** of **such** Out of Service Condition, **Contractor** agrees to grant **DIS** a credit against its basic Monthly Service Charge. Such credit shall be calculated on **the** basis of **the total minutes** of outage for **the** relevant month, divided by total **minutes of availability** for the month (e.g., 43,200 for a thirty (30) day month) **multiplied** by **the** Monthly **Service Charge**.

13.2. Each **distinct Services** outage will be considered a separate event **Contractor** agrees to **provide** credits for all **events** occurring **during** a billing period. The **credits** will be applied to the billing period for **the** month **following the month** in which the **outage occurred**. Award of the credit in no **way** relieves **Contractor** of responsibility to **correct the** Out of Service **Condition(s)** and does not **constitute** an exclusive **remedy** for **such** Our of Service **Condition(s)**.

13.3. **Credits issued** pursuant to this **Section 14.1** shall **not** apply to Out of **Service** Conditions **caused** by act or omissions of **Non-Vendor** LEC, except **as otherwise** provided herein or where such **not** or omission is within the **reasonable** control of or at the direction of **Contractor**.

13.4. Extended Outage

A circuit will be **considered** to be in an **extended** outage condition if the **circuit** has had a Critical Severity /Priority 1 problem that **has** existed for forty-eight (48) continuous hours.

13.5. **Chronic Problems DS1 and DS3**

1. Fails to meet the availability **metric** (see Subsection 13.4) in three consecutive months, or three months in any **four consecutive** month period.
2. Two or more Critical failures within a 3 **month** period.
3. Five or **more** Critical failures **within** a 3 **month** period.

The State may consider a **Contractor** in breach of **contract** if a **Chronic** Problem exists **as** defined **above**.

13.6. **Chronic Problems SONET**

The **Contractor** must accept **the** following **definitions** for chronic **problem SONET** circuits and **services**. Any **circuit/service** will be considered **to be** having chronic issues if it **meets** the following criteria:

1. Fails to **meet** the availability **metric** (see Subsection 13.4) in **three consecutive** months, or three months in any **four consecutive** month period.
2. Two or more Critical **failures** within a 3 **month** period.
3. Three or **more** Major **failures** within a 3 **month** period.
4. **Three** or **more** Minor failures within a 3 month period.

5. Five or more failures within a 3 month period.

The **State may consider** a Contractor in breach of **contract** if a Chronic Problem exists **as defined** above.

14. **Circuit Administration**

All **circuits associated** with the K20 Network shall be administered by DIS. Other circuits shall be administered by Purchasers.

15. **Service Quality Reports**

The Contractor **shall** provide a monthly **trouble** log summary, and availability **reports to the DIS Digital Transport Services** Manager, identified herein.

16. **Service Repair**

16.1. The Contractor must **respond** to all **trouble** reports twenty-four (24) **hours a day, every day** of the **calendar year**.

16.2. **Contractor agrees** to maintain at all times during the **Term** of the Contract, a **toll-free trouble** reporting number.

16.3. **Problem Reporting**

For all Service **problems that may** arise during the **Term** of **this** Contract. **Contractor agrees** to provide a status **report** (type of **problem**, estimated time to repair, **contractor** ticket number) to the DIS Service Desk (**360-753-2454**) within thirty (30) minutes of initial **failure**, and upon **completion** of **repair**. Should the problem persist beyond **one** (1) hour of initial **notification**, **Contractor agrees** to provide hourly **status reports** to the **DIS Service Desk**.

16.4. The **Contractor represents** and **warrants that** Contractor has the capability of monitoring any **single Service route**, and the **ability** to **perform** remote loops for **testing**, from a central test **center** for all categories of **Service** bid on that **route**.

16.5. **Problem Escalation Procedure**

The Contractor has provided **its** current problem escalation procedure as Schedule C hereto. It identifies who should be contacted, the order in which **the** contact should **occur**, and **what additional** Contractor **resources** will be added **at each escalation** stage of the problem. Names and telephone numbers of **the** contacts have **been** provided.

17. **Service Maintenance**

17.1. **DIS/TSD Notification**

The Contractor must notify the **DIS/TSD operations** manager, or thier designee, as identified **herein**, **at least forty-eight** (48) hours in advance of all **maintenance** or **testing** that in any way, may **impair** the **contracted Services**. This **specification** applies **whether or** not the **Service** has **been activated** and operational. Notification **must include date** of maintenance, time of **maintenance**, **planned** duration of maintenance and **purpose** of maintenance.

17.2. Scheduling of **Preventative Maintenance/Testing**

Contractor agrees to schedule preventive **maintenance/testing** affecting the **Service** outside the hours of **6:00 AM to 10:00 PM, Pacific Time**. **Contractor** agrees to defer **maintenance** affecting the **Service** for up to **forty-eight (48) hours**, upon request by **DIS/TSD**.

17.3. **Contractor Repair Log**

The Contractor must **maintain** a repair log listing the date of the repair **occurrence, problem** found, action taken to resolve **the** problem, and **the** total **out-of-service time**. Only issues affecting the State's **Service** **need** be furnished.

18. Service Installation

18.1. Coordination With Local Telephone Company

Contractor **agrees to** coordinate with the Local **Telephone Company (ies), Interexchange Carriers (IXC), and other** transport **service** providers to **connect** existing and new **circuits** to the Primary Transport. All coordination pursuant to **this** Section shall be **Contractor's** sole **responsibility**.

18.2. Acquisition of **Permits**

The Contractor will be solely **responsible** for the **acquisition of any** required city, county, or state permits.

18.3. Coordination of **Installation**

Contractor agrees to **coordinate Service** installation with the DIS Digital **Transport Services** Manager **and** conduct installation **between** the hours of **6:00 a.m. and 6:00 p.m.**, Pacific Time on **Business** Days.

19. RFQ Mandatory Requirements

The **RFQ mandatory requirements** are essential **substantive terms of this** Contract. **Services provided** under this **Contract** shall meet or exceed all **the mandatory** requirements of **the** RFQ.

Additional TDM **Transport Services** may be purchased from this **Contract** as **indicated** in RFQ **T07-TSD-010**. For the **term of this** Contract, pricing for **initial** and subsequent **purchases** will be no **greater** than the prices quoted in **Contractor's** Response. If, during the **term** of this **Contract**, lower prices and rates are **made** available by the Vendor to any other State of **Washington** customer for like **terms, conditions, quantities** and **services**, the State will be given immediate benefit of such **lower** prices and rates.

20. Site **Security**

While on **Purchaser's** premises, **Contractor**, its **agents**, employees, or **Subcontractors** shall conform in all respects with physical, **fire**, and **security** regulations.

21. **Acceptance Testing**

The evaluation and acceptance of **the Services** will be conducted by **DIS/TSD** network technicians and management **and requires thirty** (30) days of continuous **service** and will be **restarted** after every **failure**. The **occurrence of three** (3) "**Out of Service**" **Occurrences** as **defined** in Section 5.5 of DIS' **RFQ**, will constitute grounds for immediate termination **of the** **Contract**, which shall be exercisable at **DIS'** sole option. This **does not** apply to **Services** that are already in **existence** under

existing agreements between the State of Washington and Contractor for the Services described herein.

22. Contractor **Commitments, Warranties and Representations**

22.1. Any written commitment by Contractor within the scope of this Contract 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 Contract. 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 my 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.

22.2. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION DOES NOT APPLY TO REPRESENTATIONS MADE IN SECTION 16.4.

23. Protection of Purchaser's Confidential Information

23.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of 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 Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, 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 who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

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

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

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

Purchaser's Authority and Responsibilities

Contract Administration

24. Legal Notices

24.1. Any notice or demand or other communication required or permitted to be given under this Contract 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, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract 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.

To Contractor at:

Qwest Communications Corporation

Attn: **Legal Department**

1801 California Street, Suite 900

Denver, CO 80202

Fax: 888-778-0054

To DIS at:

State of Washington

Department of Information Services

Attn: **Contract Administrator**

IF by US Postal Service: IF by Overnight Courier:

PO Box 42445

Olympia, WA 98504

Phone: 360-902-3492

Fax*: 360-586-1414

E-mail: abrahamr@dis.wa.gov

1110 Jefferson St. S.E.

Olympia, WA 98504

With copy to:

Wendy Rawlings

512 12th Ave SE, Ste 400

Olympia, WA 98501

or to **Purchasers** at the address and fax number listed on their purchase order.

24.2. **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.

24.3. 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 Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Vendor and Purchaser 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.

25. Contractor Account Manager

Contractor shall appoint an **Account Manager** for the State's account under this **Contract** who will provide **oversight** of Contractor activities conducted **hereunder**. Contractor's **Account Manager** will be **the** principal point of contact for DIS **concerning Contractor's performance** under this **Contract**. **Contractor** shall notify **the** DIS **Contract Administrator** and the DIS WAN Manager, in writing, **when** there is a new Vendor Account Manager assigned to this **Contract**. **The Contractor Account Manager information is:**

Contractor Account Manager: Wendy Rawlings

Address: 512 12th Ave SE, Ste 400, Olympia, WA 98501

Phone: 360.754.5957 **Fax:** 360.754.3085 **E-mail:** wendy.rawlings@qwest.com

26. DIS Digital Transport Service Manager

The DIS WAN Manager for this **Contract** and will provide oversight of **the** activities conducted hereunder. **The DIS WAN Manager** will be **the** principal contact for Vendor concerning **business activities under** this **Contract**. **Purchaser** shall notify Vendor, in writing, **when there is a new DIS WAN Manager** assigned to this **Contract**.

27. Section Headings, Incorporated Documents and Order of Precedence

- 27.1. The headings used herein are inserted for **convenience** only and shall not **control or** affect **the** meaning or construction of **any of the** sections.
- 27.2. Each of the documents listed below is, by this **reference**, incorporated into this **Contract** as though fully **set forth herein**.
- a) **Schedule A, Authorized Services and Price List**
 - b) **Schedule B, Problem Escalation Procedure and Contact List**
 - c) **Schedule C, Authorized Purchasers**
 - d) **Contractor's Response to DIS' RFQQ (Exhibit B):**
 - e) **DIS' RFQQ (Exhibit A):**
 - f) Any **Supplemental Work Order entered** into pursuant to Section 21;
 - g) The terms and conditions contained on **Purchaser's Order Documents, if used;** and
 - g) **All Contractor** or manufacturer publications, written **materials** and schedules, charts, **diagrams**, tables, descriptions, other **written representations** and any **other** supporting materials Contractor **made available** to Purchaser and used to **effect** the sale of **Services to Purchaser**.
- 27.3. **In** the event of any **inconsistency** in this **Contract**, the **inconsistency** shall be resolved in **the** following order of **precedence**:
- a) Applicable federal and **state** statutes, laws, **Tariffs** and **regulations;**
 - b) **Sections** of this **Contract**;
 - c) **Schedule A**
 - d) **Schedule B**
 - e) **Schedule C**
 - f) **Contractor's Response to DIS' RFQQ (Exhibit B);**

- g) DIS' RFQQ dated October 12, 2007(Exhibit A);
- h) Any Supplemental Work Order entered into pursuant to Section 21;
- i) The terms and conditions contained on Purchaser's Order Documents, if used; and
- j) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Services to Purchaser.

28. Entire Agreement

This Contract, together with any schedules, exhibits, or attachments, sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled Contractor Commitments, Warranties and Representations, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

29. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor

30. Independent Status of Contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

31. Governing Law

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. 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 or the county in which Purchaser is located within the state of Washington.

32. Rule of Construction as to Ambiguities

Each party to this Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

33. **Subcontractors**

Contractor may, with prior **written** permission from DIS, which consent shall not be **unreasonably withheld**, enter into subcontracts with **third parties** for its **performance of any part of Contractor's duties and obligations**. In no event shall the existence of a **subcontract operate to release or reduce the liability** of Contractor to Purchaser for **any breach** in the **performance of Contractor's duties**. For purposes of this **Contract**, Contractor **agrees** that all **Subcontractors** shall be held to **be agents of Contractor**. Contractor shall be liable for any loss or **damage** to Purchaser, including but not limited to personal injury, physical loss, **harassment** of Purchaser employees, or violations of the **Patent and Copyright Indemnification, Protection** of Purchaser's **Confidential Information**, and **Software Ownership sections** of this **Contract** occasioned by the **acts or omissions** of Contractor's Subcontractors, their **agents or employees**. The **Patent and Copyright Indemnification, Protection** of Purchaser's **Confidential Information, Software Ownership, Publicity** and **Review** of Contractor's **Records sections** of this **Contract** shall apply to all Subcontractors,

34. **Assignment**

- 34.1. With the prior **written** consent of DIS, which consent shall **not be unreasonably withheld**, Contractor may assign this Contract including the proceeds **hereof**, provided that such assignment shall not operate to relieve **Contractor** of any of its **duties and obligations hereunder**, nor shall such **assignment affect any remedies available to Purchaser that may arise** from any **breach** of the sections of their **Contract**, or **warranties made herein** including but not limited to, rights of **setoff**.
- 34.2. **DIS may assign this Contract** to any public **agency**, commission, board, or **the like**, within the political **boundaries** of the **state** of Washington, provided **that** such **assignment shall not operate to relieve Purchaser** of any of its **duties and obligations hereunder**.

35. **Non Vendor-LECs**

- 35.1. **The Parties agree that** Contractor may utilize **services** of Non-Vendor LECs to provide a portion of the **Services**. **DIS** hereby consents to the **use** by **Contractor** of such **Non-Vendor LEC** for provisioning of such **Services**. The **parties agree and acknowledge** that such **Non-Vendor LEC** that may provide **access services** to Contractor are **not Subcontractors** of Vendor as defined in the **Contract**.
- 35.2. **Contractor agrees to** coordinate troubleshooting and problem resolution for portions of the **Service** provided by Non-Vendor LECs.
- 35.3. Contractor agrees to submit **orders** to Non-Vendor LECs for any Service or portions **thereof** provided by **Non-Vendor LECs**.

36. **Publicity**

- 36.1. The award of this **Contract** to **Contractor** is not in any way an **endorsement of Contractor or Contractor's services** by **DIS** or Purchaser and shall **not be so construed** by Contractor in any **advertising or other** publicity materials.
- 36.2. **Contractor** agrees to submit to **DIS**, all advertising, **sales promotion**, and **other** publicity **materials** relating to this **Contract** or **any Product furnished** by Contractor **wherein DIS' or Purchaser's name** is mentioned, **language is used**, or **Internet links are provided** from which the connection of **DIS' or Purchaser's name** with **Contractor's Products or Services may**. in

DIS' or Purchaser's judgment, be inferred or implied. **Contractor further** agrees 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 DIS** or Purchaser **prior** to such use.

37. Review of Contractor's Records

- 37.1. **Contractor** and its **Subcontractors** shall **maintain** books, records, documents and other evidence **relating** to this Contract, including but not limited to Minority and **Women's** Business Enterprise participation, protection and **use** of Purchaser's Confidential **Information**, and accounting **procedures** and practices which **sufficiently** and properly reflect **all** direct and **indirect costs** of any nature invoiced in **the** performance of this Contract. Contractor shall retain all such **records** for **six (6) years after** the expiration or **termination** of this Contract. Records involving **matters** in litigation related to this Contract shall be **kept** for either **one (1) year** following the termination of litigation, including all **appeals**, or **six (6) years from the date** of expiration or termination of this **Contract**, **whichever is later**.
- 37.2. **All such records** shall be **subject** at reasonable **times** and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by **the DIS Contract Administrator and/or the** Office of the State Auditor **and** federal **officials** so **authorized** by law, **rule**, regulation or contract, **when** applicable, **at** no additional cost to **the** State.
- 37.3. **Contractor** shall **incorporate** in its subcontracts this section's **records** retention and review **requirements**.
- 37.4. It is **agreed** that **books**, records, documents, and other evidence of accounting procedures and **practices** related to Contractor's **cost** structure, including overhead, **general** and **administrative** expenses, and profit **factors** shall **be excluded from Purchaser's review** unless the cost or **any other material** issue under this **Contract** is calculated or derived **from these factors**.

General Provisions

38. Patent and Copyright Indemnification

- 38.1. **Contractor**, at its expense, shall **defend**, indemnify, and save **DIS** and Purchaser **harmless** **from** and **against** any **claims** against **DIS** or Purchaser that any **Product** supplied hereunder, or **Purchaser's** use of the Product within the terms of **this Contract**, **infringes** any patent, **copyright**, **trade secret**, **trademark**, or other similar **proprietary** right of a third party **worldwide**. **Contractor** shall pay **all** costs of such defense and **settlement** and any **penalties**, **costs**, damages and attorneys' fees awarded by a court or **incurred** by **DIS** or **Purchaser** **provided** that **DIS** or **Purchaser**:
- Promptly notifies Contractor in writing **of the** claim, but **DIS'** or **Purchaser's** failure to provide timely notice shall only relieve Contractor from its indemnification obligations if **and** to the extent such late notice prejudiced **the defense** or **resulted** in **increased expense** or **loss** to **Contractor**; and
 - Cooperates** with and **agrees** to use its **best** efforts to encourage **the Office of the Anomcy General** of Washington to **grant** **Contractor sole** control of **the defense** and all related **settlement** negotiations.

38.2. **If such claim has occurred, or in Contractor's** opinion is likely to **DIS and Purchaser agree to permit Contractor, at its option and expense, either to procure it** right to continue using the Services or to replace or modify the same so that they become noninfringing and functionally equivalent.

39. Save Harmless

Contractor shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor's obligation to defend, indemnify, and save DIS and Purchaser harmless shall not be eliminated or reduced by any alleged concurrent DIS or Purchaser negligence.

40. Insurance

40.1. Contractor shall, during the term of this Contract, maintain in full force and effect the insurance described in this section. Contractor 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. In the event of cancellation, non-renewal, or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS thirty (30) prior to the date of cancellation. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.

40.2. The minimum acceptable limits shall be as indicated below, with no deductibles, unless otherwise indicated, for each of the following categories:

- a) 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;
- b) 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;
- c) Employers Liability insurance covering the risks of Contractor'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;
- d) Umbrella policy providing excess limits over the primary policies in an amount not less than \$1 million; and
- e) Professional Liability Errors and Omissions, with a deductible as determined by Contractor, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

40.3. Contractor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Contractor shall provide a copy of the policy endorsement(s) designating DIS as an additional named insured. Such policies shall also reference this Contract number T08-TSD-947 and shall have a condition that they not be cancelled by the insurer until thirty (30) calendar days after notice of intended cancellation thereof shall have been given to DIS by the insurer.

- 40.4. All insurance provided by **Contractor** shall be **primary** as to any **other** insurance or **self-insurance programs** afforded to or **maintained** by **the State** and shall **include** a **severability of interests (cross-liability)** provision.
- 40.5. Contractor shall **include** all Subcontractors as insured under all **required insurance** policies, or shall furnish separate **certificates of insurance** and **endorsements** for **each Subcontractor**. **Subcontractor(s)** shall comply **fully** with all insurance **requirements stated herein** for 43.2 a - d and as applicable for 43.2, e. Failure of **Subcontractor(s)** to **comply** with insurance **requirements** does not limit Contractor's liability or **responsibility**.
- 40.6. **Contractor shall furnish** to **DIS** copies of **certificates and endorsements** of all **required insurance** within thirty (30) calendar days of this Contract's **Effective Date** and **copies** of renewal **certificates and endorsements** of all required insurance within thirty (30) days **after the renewal date**. **These certificates** of insurance must **expressly indicate compliance** with each and **every insurance requirement** specified in this **section**. Failure to **provide** evidence of **coverage** may, at **DIS** sole option, **result** in this **Contract's termination**.
- 40.7. By requiring insurance herein, **DIS** does not **represent** that coverage and limits will be **adequate to protect Contractor**. Such **coverage** and limits shall not limit **Contractor's** liability under the indemnities and **reimbursements granted to DIS** in **this Contract**.
41. **Industrial Insurance Coverage**
Prior to **performing** work under this **Contract**, **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 Contract**. **Except as prohibited by law**, Contractor waives all rights of **subrogation** against **Purchaser** for **recovery** of **damages** to the extent they are **covered** by workers **compensation** or other insurance required to be **purchased** by **Contractor** under this **Contract** for **claims or loss** caused by and to the **extent** of **Contractor** negligence. **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 **Contract**.
42. **Licensing Standards**
Contractor shall comply with all applicable local, **state**, and **federal** licensing, accreditation and **registration requirements** and standards **necessary** in the **performance** of this **Contract**. (See, for example, **chapter 19.02 RCW** for slate licensing **requirements** and definitions.)
43. **Antitrust Violations**
Contractor and **Purchaser** recognize that in **actual** economic practice overcharges **resulting** from **antitrust violations** are usually borne by **Purchasers**. **Therefore, Contractor hereby assigns** to **Purchaser any** and all claim, for such **overcharges** as to **goods** and **services purchased in connection** with this **Contract**, except as to **overcharges** not passed on to **Purchaser** resulting from **antitrust violations** commencing after the **date** of the bid, quotation, or other event **establishing the Price** under this **Contract**.

44. **Compliance with Civil Rights Laws**

During the **performance of this Contract**, Contractor shall comply with all **federal** and applicable state **nondiscrimination** laws, including but not **limited to**: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and **Title 49.60 RCW, Washington Law Against Discrimination**. In the event of Contractor's noncompliance or **refusal to comply with** any nondiscrimination law, **regulation** or policy, this Contract **may** be rescinded, **canceled**, or terminated in **whole** or in part **under the Termination for Default sections**, and Contractor may be declared ineligible for **further contracts** with the **State**.

45. **Severability**

If any **term** or condition of **this Contract** or the application thereof is held invalid, such invalidity shall not **affect other terms**, conditions, or **applications** which **can** be given **effect** without the invalid **term, condition, or application**: to this end **the terms** and conditions of this **Contract** are **declared severable**.

46. **Waiver**

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

47. **Treatment of Assets**

- 47.1. Nothing **contained in this Contract** shall **be construed** to **transfer** title to any property **furnished by Purchaser**.
- 47.2. Any **Purchaser** property **furnished to Contractor** shall, **unless** otherwise **provided herein** or approved by Purchaser, be **used** only for the **performance of this Contract**.
- 47.3. **Contractor shall** be responsible for **any loss** of or damage to **property of Purchaser** that **results from Contractor's negligence** or that results **from Contractor's** failure to **maintain** and administer that **property in accordance** with **sound management practices**.
- 47.4. Upon **loss** or **destruction** of, or damage to any **Purchaser property**, Vendor shall notify **Purchasers thereof** and shall **take all reasonable** steps to protect that property **from further** damage.
- 47.5. **Contractor** shall surrender to **Purchaser all Purchaser** property prior to completion, **termination, or cancellation** of this Contract.
- 47.6. All reference to **Contractor** under this **section** shall **also include Contractor's employees, agents, or Subcontractors**.

48. **Contractor's Proprietary Information**

Contractor acknowledges that **DIS** and Purchaser are **subject to chapter 42.56 RCW** and that this Contract shall be a public **record** as **defined in chapter 42.17 RCW**. Any **specific information** that is claimed by Contractor to be Proprietary Information, **must be clearly identified as such** by **Contractor**. To the **extent** consistent with **chapter 42.56 RCW**, **DIS** and Purchaser shall maintain the **confidentiality** of **all such information** marked **Proprietary Information**. **If a public disclosure**

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

Disputes and Remedies

49. Disputes

- 4.1 In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 49.2. 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 five (5) Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute.
- If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) 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 five (5) Business Days.
 - 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.
 - Each party shall bear the cost for its panel member and its attorneys' fees and share equally the cost of the third panel member.
- 49.3. Both parties agree to be bound by the determination of the Dispute Resolution Panel.
- 49.4. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.
- 49.5. 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 Contract that are not affected by the dispute.
- 49.6. 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.

50. Attorneys' Fees and Costs

- 50.1. If **any** litigation is brought to **enforce** any **term**, condition, or section of this **Contract**, or as a **result** of **this Contract** in any way, the prevailing party shall be **awarded** its **reasonable** attorneys' fees together with expenses and **costs incurred** with such litigation, including **necessary fees**, costs, and expenses for services **rendered** at both trial and appellate levels, as **well** as subsequent to judgment in obtaining **execution thereof**.
- 50.2. In the event that the **parties** engage in arbitration, mediation or **any** other **alternative** dispute resolution forum to **resolve** a dispute in lieu of litigation. **both** parties **shall** share equally in the cost of the **alternative** dispute resolution method, including **cost** of **mediator** or **arbitrator**. In addition, **each** party **shall be responsible** for **its** own attorneys' fees incurred as a **result** of the **alternative** dispute **resolution** method.

51. Non-Exclusive Remedies

The **remedies provided** for in **this** Contract shall not be **exclusive** but **are** in addition to **all** other remedies available under law.

52. Failure to Perform

If **Contractor** fails to perform any substantial obligation **under** this **Contract**, **DIS** or **Purchaser** shall give **Contractor** written notice of **such** Failure to Perform. If after **thirty (30)** calendar days **from the date** of the **written notice** **Contractor** still has not performed, then **DIS** or **Purchaser** may withhold all **moneys due** and payable to **Contractor**, without penalty to **DIS** or **Purchaser**, until such failure to **Perform** is **cured** or **otherwise resolved**.

53. Limitation of Liability

- 53.1. The **parties agree** that Contractor, DIS and Purchaser shall **not be** liable to each **other**, **regardless** of the form of action, **for** consequential, incidental, indirect, or special **damages** except a claim **related** to bodily **injury** or death, or a claim **or demand** based on a **Date Warranty** or **No Surreptitious Code Warranty issue** or **patent, copyright**, or other **intellectual property right infringement**, in which case liability shall be as **set forth elsewhere** in this Contract. This **section** does not modify any sections or **any** other conditions as are **elsewhere agreed** **herein between** the parties. The **damages** specified in the sections titled **OSHA/WISHA**, **Termination for Default**, and **Review of Contractor's Records** **are** not consequential, incidental, indirect, or **special** damages as that term is used in this section.
- 53.2. Contractor, **DIS** and **Purchaser** shall not **be** liable for damages arising from **causes** beyond the **reasonable control** and without the **fault or negligence of either** 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 DIS or Purchaser acting in **either** its **sovereign** or contractual **capacity**, war, explosions, **fires**, floods, earthquakes, **epidemics**, **quarantine restrictions**, fiber or cable **cuts** not caused by Qwest, **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, Purchaser, or their respective Subcontractors**.

- 53.3. If delays are **caused** by a Subcontractor without its fault or **negligence**, **Contractor** shall not be liable for damages for such **delays**, unless the Services to be performed **were** obtainable on comparable **terms from other** sources in **sufficient time** to permit Contractor to meet its required **performance** schedule.
- 53.4. **Neither** Contractor, DIS nor **Purchaser shall be** liable for personal injury to the **other** party or damage to **the** other party's **property** except **personal injury** or **damage** to property proximately caused by such **party's respective fault** or negligence.

Contract Termination

54. Termination for Default

- 54.1. If Contractor **violates** any **material** term or condition of this **Contract** or fails to **fulfill** in a **timely** and **proper** manner its **material** obligations under this Contract, then **the** DIS Contract Administrator or Purchaser shall **give** Contractor **written** notice of **such** failure or violation, and the **failure** or violation shall be **corrected** by **Contractor** **within thirty (30) calendar** days or as **otherwise** agreed. If such breach is not capable of **cure** within **thirty (30) days**, Contractor must **commence** cure within **such** thirty (30) day period and **diligently pursue** completion of such cure. If **Contractor's** failure or violation is not so **corrected**, this Contract may be **terminated immediately** by **written** notice **from** DIS to **Contractor**, or an **Order** may be terminated by written notice to Contractor **from** Purchaser.
- 54.2. In **the** event of **termination** of an Order or this **Contract** by DIS. DIS shall **have** the right to procure the Services **that** are the subject of this **Contract** on the open market and Contractor shall be liable for all damages, including, **but not limited** to: (i) **the cost** difference **between** **the** original Contract price for the Services and the replacement costs of such **Services** acquired **from** another vendor; (ii) if applicable, all **administrative** costs **directly related to the replacement** of the Order or this **Contract**, such as costs of competitive bidding, **mailing**, advertising, applicable fees, charges or penalties, **staff time costs**; and, (iii) any other direct costs to **DIS** **resulting** from **Contractor's** breach. DIS shall have the right to deduct **from** any monies due to Contractor, or that **thereafter** become due, an amount for **damages that** Contractor will owe DIS for **Contractor's** default.
- 54.3. If DIS violates any **material** term or condition of this **Contract** or fails to fulfill in a timely and proper **manner** its obligations under this **Contract**, then **Contractor** shall give **DIS**, as appropriate, written notice of such failure, which shall be corrected by DIS within thirty (30) calendar days, or as **otherwise** agreed. If such **failure** to perform is not so **corrected**, **DIS'** Order may be terminated by written notice from Contractor to DIS or, if appropriate, this **Contract** may **be terminated** by **written** notice from **Contractor** to DIS.
- 54.4. This **section** shall not apply to any **failure(s)** to perform that results **from the willful** or **negligent acts** or omissions of the aggrieved party.
- 54.5. Purchaser will remain liable for charges **accrued** but **unpaid** as of the **termination date**. If, prior to the **conclusion** of the Term, **Service and/or** this Contract is **terminated** either by Contractor for **Cause** or by **DIS** for any **reason other than Cause**, then **Purchaser** will also be liable for any termination charges ("**Termination Charge**").
- 54.6. **Prior to the** conclusion of the **Term**, if Service **and/or** this Exhibit is **terminated** or bandwidth is **decreased** below the original contracted level ("**decreased bandwidth**"), either

by **Contractor** for Cause or by **DIS** for any reason other than **Cause**, then DIS will also be liable for **and** pay Contractor **the** following **Termination** Charge:

(a) all accrued and unpaid charges for the **terminated** Service or **decreased** bandwidth provided **through** the effective date of such **termination** or **decrease**; plus

(b) a **termination** charge of 100% of **the balance** of **the MRCs** for the unexpired portion of the Minimum Service Period for the **terminated Service and/or** e charge of 100% of the **difference between** the original bandwidth **MRC** and **the** decreased bandwidth **MRC**; plus

- 54.7. (c) For DSI **services** 40% of **the balance** of the **MRCs** due for the unexpired **portion of the Term** in **excess** of the Minimum **Service** Period for the terminated Service **and/or** 40% of the **difference** between the original **bandwidth MRC** and the decreased bandwidth **MRC**; plus (d) any and all third party **costs and expenses** incurred by Qwest in so terminating such **Service** or decreasing bandwidth and all applicable **non-recurring** charges that may have been waived For DS3 and **SONET** **services** 70% of the balance **of the MRCs due** for the unexpired **portion** of the **Term** in excess of the Minimum Service Period for **the terminated Service and/or** 70% of the **difference** between the **original** bandwidth **MRC** and the decreased bandwidth **MRC**; plus (d) any **and** all third party costs and expenses incurred by Qwest in so **terminating** such Service or **decreasing** bandwidth and all applicable non-recurring charges that may **have been** waived.

55. **Termination** for **Withdrawal** of Authority

55.1. In the event that DIS' authority to **perform** any of their duties is withdrawn, reduced, or limited in any way after **the commencement** of this Contract and prior to normal **completion**, **DIS** may terminate this Contract or individual circuits in **Service** under this Contract without **penalty** upon thirty (30) days **prior** written notice. This section **shall** not be **construed** to **permit** DIS to **terminate** this Contract in order to acquire similar **Services** from a **third** party. **If** this Contract is **terminated** pursuant to this **Section**, **Purchaser** is liable only for **payments** required by the **terms** of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

55.2. In the **event** that DIS' end user customer's authority to **perform** any of **their** duties is **withdrawn, reduced**, or limited in any way **after** the **commencement** of a SOW end prior to normal completion. **DIS** may **terminate** or **amend** SOW(s) or **individual** circuits in Service **under** this Contract and its associated SOW(s) without penalty upon thirty (30) days prior written **notice**. This **section** shall not be construed to **permit** DIS or its **end user** customer to **terminate** SOW(s) in order to acquire similar **Services** from a **third** party. **If** a SOW is **terminated** pursuant to this Section, **Purchaser** is liable only for **payments** required by the **terms** of this Contract for **Services received** and accepted by Purchaser prior to the effective date of termination.

56. **Termination** for Non-Allocation of Funds

56.1. **If funds are** not allocated to **DIS** or **Purchaser** to continue this **Contract** in any future **period**, **DIS** may **terminate** this **Contract** or individual circuits in Service under **this Contract**. **Purchaser** will not be obligated to pay any **further charges** for **Services** including the **net remainder** of agreed to consecutive periodic **payments remaining** unpaid **beyond** the end of **the then-current** period. Purchaser agrees to **notify** Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to **Purchaser** in the event this section shall be exercised. This section shall not be **construed** to **permit** **Purchaser** to **terminate** this

Contract in order to **acquire similar Services from** a third party. If this Contract is **terminated pursuant to this Section**, Purchaser is liable only for **payments required by the terms** of this Contract for **Services received and accepted by Purchaser** prior to the **effective date of termination**.

- 56.2.** If funds are not **allocated to DIS' end user** customer to continue with Service under **SOW(s)** associated **with this Contract** in any **future period**, **DIS** may **amend or terminate the applicable SOW(s)** or individual **circuits in Service** under **this Contract**. **Purchaser will not be obligated** to pay any **further charges** for Services including the **net remainder** of agreed to consecutive periodic **payments** remaining unpaid beyond **the end of the then-current period**. **Purchaser agrees** to notify Vendor in **writing** of such **non-allocation** at the earliest possible time. No penalty shall **accrue to Purchaser** in the event this section **shall be exercised**. This section shall not be **construed** to permit **DIS** or its end user customer to terminate **SOW(s)** in order to acquire similar **Services** from a third party. If a **SOW** is terminated pursuant to **this Section**, Purchaser is liable only for payments required by **Be terms** of this Contract for **Services received and accepted by Purchaser** prior to the **effective date of termination**.

57. Termination for Conflict of Interest

DIS may terminate **this Contract; or Purchaser its Order(s)**, by written **notice** to Contractor if **DIS** or **Purchaser** determines, **after due notice and examination**, that any **party has violated chapter 42.52 RCW**, Ethics in Public Service, or **any other laws regarding ethics** in public acquisitions and **procurement and performance** of contracts. In the event **this Contract or any Order is so terminated**, **DIS and Purchasers shall be entitled to pursue the same remedies against Contractor** as it could **pursue** in the event Contractor breaches **this Contract**.

58. Termination Procedure

- 58.1.** In addition to the **procedures set forth below**, if **DIS** terminates **this Contract**, **Vendor shall follow my procedures DIS specifies in DIS' Notice of Termination**.
- 58.2.** **Unless otherwise provided herein**, **Purchaser shall pay to Contractor** the agreed-upon Price, if separately stated, for the Services **received by Purchaser**, **PROVIDED that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Contract had not been terminated**. **Failure to agree with such determination shall be a dispute within the meaning of the Disputes section of this Contract**. **Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability**.
- 58.3.** **Contractor shall pay amounts due DIS as the result of termination within thirty (30) calendar days of notice of the amounts due**. If **Contractor fails to make timely payment**, **Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full**.

59. Covenant Against Contingent Fees

- 59.1.** Contractor **warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor**.

59.2. In the event **Contractor** breaches this section, Purchaser shall have the right to either **annul** this Contract without liability to Purchaser, or, in Purchaser's **discretion**, **deduct** from **payments due** to **Contractor**, or otherwise **recover** from **Contractor**, the full **amount** of **such commission, percentage, brokerage, or contingent fee**.

Contract Execution

60. Authority to Bind

The signatories to **this** Contract represent that they **have** the authority to bind their **respective organizations** to this Contract.

61. Counterparts

This **Contract** may be executed in counterparts or in duplicate **originals**. **Each counterpart** or each duplicate shall **be deemed** an original copy of **this** Contract signed by each party, for all purposes.

62. Facsimile Execution

The parties agree that this Contract **may be** executed by facsimile signature, and shall be **effective as** of the date of **such** facsimile signature. If **executed** by **facsimile**, the **parties agree** to provide original signature **pages within ten** (10) business days of facsimile **execution**.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all **attachments**, do **agree** in each and every particular and have thus set their hands hereunto.

Approved
State of Washington
Department of Information Services

Approved
Qwest Communications Corporation

Rolando Rivera
Signature

Susan Baker
Signature

ROLAND RIVERA 2/7/08
Print or Type Name Date

Susan Baker February 7, 2008
Print or Type Name Date

Assistant Director
Title

Staff Offer Management Analyst
Title

Approved as to Form

State of Washington
Office of the Attorney General

Signature

Print or Type Name

Title

Date

Contractor Information
Contractor's UBI Number:
Minority or Woman Owned Business Enterprise Yes _____ No <input checked="" type="checkbox"/> (Certification Number)

Schedule A
Authorized Product and Price List

for
Contract Number T08-TSD-947
with
Qwest Communications Corporation

Contractor is authorized to sell only the Products and Services listed below under this Contract.

Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to Qwest Locations				
Monthly Rate	A	B	C	D
1 thru 8 Miles	\$69.13	\$1.91	\$102.94	\$219.02
9 thru 25 Miles	\$89.47	\$2.68	\$102.94	\$219.02
26 thru 50 Miles	\$70.02	\$2.48	\$102.94	\$219.02
Over 50 Miles	\$72.47	\$2.68	\$102.94	\$219.02

Monthly Rate DS1 = $A + Bx + Cy + Dz$

Where:

- x = Number of interoffice miles via V & H coordinates
- y = Number of Channel Terminations
- z = Number of 1/0 CO muxes
- A = 0, B = 0 when x=0
- A = \$69.13, B = \$1.91, when $0 < x \leq 8$
- A = \$89.47, B = \$2.68, when $8 < x \leq 25$
- A = \$70.02, B = \$2.48, when $25 < x \leq 50$
- A = \$72.47, B = \$2.68, when $x > 50$

Non-Recurring Charges	
A	B
\$397.80	\$175.50

Non-Recurring DS1 Charges = $Ax + By$

Where:

- x = Number of Channel terminations
- y = Number of DS1 to DS0 CO Muxes
- NRC = 0 when all Qwest DS1's purchased in the Group Model

Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to Verizon Locations						
Monthly Rate						
	Qwest				Verizon	
	A	B	C	D	E	G
1 thru 8 Miles	\$69.13	\$1.91	\$102.94	\$219.02	\$88.50	\$188.80
9 thru 25 Miles	\$69.47	\$2.68	\$102.94	\$219.02	\$88.50	\$188.80
26 thru 50 Miles	\$70.02	\$2.48	\$102.94	\$219.02	\$88.50	\$188.80
Over 50 Miles	\$72.47	\$2.68	\$102.94	\$219.02	\$88.50	\$188.80

Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$
Where:
 x = Number of interoffice miles via V & H coordinates
 y = Number of Channel Terminations
 z = Number of M CO Muxes
 A = 0, B = 0 when x=0
 A = \$69.13, B = \$1.91, when $0 < x \leq 8$
 A = \$69.47, B = \$2.68, when $8 < x \leq 25$
 A = \$70.02, B = \$2.48, when $25 < x \leq 50$
 A = \$72.47, B = \$2.68, when $x > 50$
 BIP% = Border Interconnection Point

Qwest Non-Recurring Charges			Verizon Non-Recurring Charges	
A	B	C	D	E
\$397.80	\$175.50	\$333.45	\$377.60	\$138.56

Non-Recurring DS1 Charges = $Ax + By + Cz$
Where:
 x = Number of Channel terminations
 y = Number of DS1 to DS0 CO Muxes
 z = 1 if Qwest mileage and x=0
 z = 0 if x>0
 NRC = 0 when all Qwest DS1's purchased in the Group Model

Non-Recurring DS1 Charges = $Dx + Ew$
Where:
 x = Number of Channel terminations
 w = Order charge

Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to Embarg Locations																											
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Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to CenturyTel or WA Locations

Monthly Rate		Qwest				CenturyTel of WA			
1 thru 8 Miles	\$69.13	\$1.91	\$102.94	\$219.02	\$94.40	\$18.52	\$177.00		
9 thru 25 Miles	\$69.47	\$2.68	\$102.94	\$219.02	\$94.40	\$18.52	\$177.00		
26 thru 50 Miles	\$70.02	\$2.48	\$102.94	\$219.02	\$94.40	\$18.52	\$177.00		
Over 50 Miles	\$72.47	\$2.68	\$102.94	\$219.02	\$94.40	\$18.52	\$177.00		

Monthly Rate DS1: $(A|BP\%)+((B|x)BP\%)+((C+y)BP\%)+E+((F|x)BP\%)+Gy$

Where:
 x = Number of interface miles via V & H coordinates
 y = Number of Channel Terminations
 z = Number of 1/0 CO muxes

A = 0, B = 0 when x=0
 A = \$69.13, B = \$1.91, when 0 < x <= 8
 A = \$69.47, B = \$2.68, when 8 < x <= 25
 A = \$70.02, B = \$2.48, when 25 < x <= 50
 A = \$72.47, B = \$2.68, when x > 50

BP% = Border Interconnection Point

Non-Recurring DS1 Charges = Ax + By+cz

Where:
 x = Number of Channel Terminations
 y = Number of DS1 to DSO CO Muxes
 z = 1 if Qwest mileage and x=0
 z = 0 if x>0
 NRC = 0 when all Qwest DS1's purchased in the Group Model

Qwest Non-Recurring Charges		
A	B	C
\$397.80	\$175.50	\$333.45

CenturyTel Non-Recurring Charges

D
\$604.16

Non-Recurring DS1 Charges = Dx
 x = Number of Channel Terminations

Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to CenturyTel Inter-Island Locations

Monthly Rate		Qwest				CenturyTel Inter-Island	
1 thru 8 Miles	\$89.13	\$1.91	\$102.94	\$219.02	\$209.10	\$14.16	\$106.20
9 thru 25 Miles	\$69.47	\$2.68	\$102.94	\$219.02	\$209.10	\$14.16	\$106.20
26 thru 50 Miles	\$70.02	\$2.48	\$102.94	\$219.02	\$209.10	\$14.16	\$106.20
Over 50 Miles	\$72.47	\$2.68	\$102.94	\$219.02	\$209.10	\$14.16	\$106.20

Monthly Rate DS1: $(A(BIP\%)) + ((B)(BIP\%)) + C + D + E + ((F)(BIP\%)) + G$

Where:
 x = Number of interoffice rates via V & H coordinates
 y = Number of Channel Terminations
 z = Number of 1/0 CO muxes
 A = 0, B = 0 when x=0
 A = \$89.13, B = \$1.91, when 0 < x <= 8
 A = \$69.47, B = \$2.68, when 8 < x <= 25
 A = \$70.02, B = \$2.48, when 25 < x <= 50
 A = \$72.47, B = \$2.68, when x > 50
 BIP% = Border Interconnection Point

Non-Recurring DS1 Charges = Ax + By + Cz
 Where:
 x = Number of Channel Terminations
 y = Number of DS1 to DSO CO Muxes
 z = 1 if Qwest mileage and x=0
 z = 0 if x=0
 NRC = 0 when all Qwest DS1's purchased in the Group Model

Qwest Non-Recurring Charges		CenturyTel Non-Recurring Charges	
A	\$397.80	D	\$604.16
B	\$175.50		
C	\$333.45		

Non-Recurring DS1 Charges = Dx
 x = Number of Channel Terminations

Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to CenturyTel Cowiche Locations

Monthly Rate			
Qwest			
1 thru 8 Miles	\$69.13	\$1.91	\$102.94
9 thru 25 Miles	\$69.47	\$2.68	\$102.94
26 thru 50 Miles	\$70.02	\$2.48	\$102.94
Over 50 Miles	\$72.47	\$2.68	\$102.94
CenturyTel Cowiche			
	E	F	G
	\$209.10	\$14.16	\$100.30
	\$209.10	\$14.16	\$100.30
	\$209.10	\$14.16	\$100.30
	\$209.10	\$14.16	\$100.30
	\$208.10	\$14.16	\$100.30

Qwest Non-Recurring Charges			
A	\$397.80		
B	\$175.50		
C	\$333.45		

CenturyTel Non-Recurring Charges	
D	\$604.16

Where:
 x = Number of interoffice miles via V & H coordinates
 y = Number of Channel Terminations
 z = Number of 1/0 CO muxes
 A = 0, B = 0 when x=0
 A = \$69.13, B = \$1.91, when 0<x<=8
 A = \$69.47, B = \$2.68, when 8<x<=25
 A = \$70.02, B = \$2.48, when 25<x<=50
 A = \$72.47, B = \$2.68, when x>50
 BIP% = Border Interconnection Point

Where:
 Non-Recurring DS1 Charges = Ax + By+Cz
 x = Number of Channel Terminations
 y = Number of DS1 to DS0 CO Muxes
 z = 1 if Qwest mileage and x=0
 z = 0 if x>0
 NRC = 0 when all Qwest DS1's purchased in the Group Model

Where:
 Non-Recurring DS1 Charges = Dx
 x = Number of Channel Terminations

Schedule A: Qwest Group Pricing Formulas

DS1 Rate Table for Group Pricing - Qwest to All Other ICO Locations			
Monthly Rate			
Qwest			
	A	B	C
1 thru 8 Miles	\$69.13	\$1.91	\$102.94
9 thru 25 Miles	\$69.47	\$2.68	\$102.94
26 thru 50 Miles	\$70.02	\$2.48	\$102.94
Over 50 Miles	\$72.47	\$2.68	\$219.02
	E	F	G
1 thru 8 Miles	\$100.17	\$20.32	\$187.68
9 thru 25 Miles	\$100.17	\$20.32	\$187.68
26 thru 50 Miles	\$100.17	\$20.32	\$187.68
Over 50 Miles	\$100.17	\$20.32	\$187.68

All Other ICOs	
D	\$333.45
B	\$175.50
A	\$397.80

All Other ICO Non-Recurring Charges	
D	\$331.58

Monthly Rate DS1: $(A/BIP\%)+((Bx)BIP\%)+(Cx)BIP\%+(Dz+E+((Fx)BIP\%)+Gy$

Where:
x = Number of interoffice miles via V & H coordinates
y = Number of Channel Terminations
z = Number of 1/0 CO muxes
A = 0, B = 0 when x=0
A = \$89.13, B = \$1.91, when 0 < x <= 8
A = \$69.47, B = \$2.68, when 8 < x <= 25
A = \$70.02, B = \$2.48, when 25 < x <= 50
A = \$72.47, B = \$2.68, when x > 50
BIP% = Border Interconnection Point

Qwest Non-Recurring Charges

A	\$397.80
B	\$175.50
C	\$333.45

Non-Recurring DS1 Charges = Ax + By + Cz

Where:
x = Number of Channel Terminations
y = Number of DS1 to DSO CO Muxes
z = 1 if Qwest mileage and x=0
z = 0 if x > 0
NRC = 0 when all Qwest DS1's purchased in the Group Model

Non-Recurring DS1 Charges = Dx

x = Number of Channel Terminations

Schedule A: Qwest Group Pricing Formulas

DS3 Rate Table for Group Pricing - Qwest to Qwest Locations				
Monthly Rate				
	A	B	C	D
1 thru 8 Miles	\$442.47	\$38.38	\$960.34	\$267.65
9 thru 25 Miles	\$444.60	\$26.32	\$960.34	\$267.65
26 thru 50 Miles	\$448.16	\$38.26	\$960.34	\$267.65
Over 50 Miles	\$463.81	\$43.36	\$960.34	\$267.65

Monthly Rate DS3 = A+Bx+Cy+Dz
 Where:
 x = Number of Interoffice miles via V & H coordinates
 y = Number of Channel Terminations
 z = Number of 3/1 CO muxes
 A = 0, B = 0 when x=0
 A = \$442.27, B = \$38.38, when 0 < x <= 8
 A = \$444.60, B = \$26.32, when 8 < x <= 25
 A = \$448.16, B = \$38.26, when 25 < x <= 50
 A = \$463.81, B = \$43.36, when x > 50

Non-Recurring Charges		
A	B	C
\$637.65	\$415.35	\$707.85

Non-Recurring DS3 Charges = Ax + By + Cz
 Where:
 x = Number of Channel terminations
 y = Number of 3/1 CO muxes
 z = Mileage charge

Schedule A: Qwest Group Pricing Formulas

DS3 Rate Table for Group Pricing - Qwest to Verizon Locations

Monthly Rate	Qwest				Verizon			
	A	B	C	D	E	F	G	H
1 thru 8 Miles	\$442.47	\$38.38	\$980.34	\$267.65	\$348.10	\$60.18	\$409.46	\$1,475.00
9 thru 25 Miles	\$444.60	\$26.32	\$980.34	\$267.65	\$348.10	\$60.18	\$409.46	\$1,475.00
26 thru 50 Miles	\$448.16	\$38.26	\$980.34	\$267.65	\$348.10	\$60.18	\$409.46	\$1,475.00
Over 50 Miles	\$463.81	\$43.36	\$980.34	\$267.65	\$348.10	\$60.18	\$409.46	\$1,475.00

Monthly Rate DS3: $(A(BIP\%)) \times (Bx) + Cy + Dz + E + (Fx)(BIP\%) + G + Hy$

Where:

x = Number of interoffice miles via V & H coordinates

y = Number of Channel Terminations

z = Number of 3/1 CO muxes

A = 0, B = 0 when x=0

A = \$442.47, B = \$38.38, when $0 < x \leq 8$

A = \$444.60, B = \$26.32, when $8 < x \leq 25$

A = \$448.16, B = \$38.26, when $25 < x \leq 50$

A = \$463.81, B = \$43.36, when $x > 50$

BIP% = Border Interconnection Point

Qwest Non-Recuring Charges		
A	B	C
\$637.65	\$415.35	\$707.85

Non-Recuring DS3 Charges = $Ax + By + Cz + Dw + Ex + Fy$

Where:

x = Number of Channel terminations

y = Number of 3/1 CO muxes

z = Mileage charge

w = Order charge

Verizon Non-Recuring Charges		
D	E	F
\$136.56	\$643.10	\$418.90

Schedule A: Qwest Group Pricing Formulas

OC48 Rate Table for Group Pricing - Qwest Locations Only

Monthly Rate	A	B	C	D	E	F	G	H
	\$9,360.00	\$877.50	\$920.79	\$248.04	\$58.50	\$24.57	\$586.00	\$11.70

Monthly Rate OC48 = $Ax + By + Cz + Dw + Et + Fu + Gm + Hv$

Where:

- x = Number of Co Nodes
- y = Number of SHARP
- z = Number of OC12 CO Port
- w = Number of OC3 CO Port
- t = Number of DS3 CO Port
- u = Number of DS1 CO Port
- m = Number of OC3 CO mux
- v = Number of CO Connecting Channel

Non-Recurring Charges

Non-Recurring Charges	A	B	C	D	E	F	G
	\$0.00	\$366.50	\$207.09	\$207.09	\$207.09	\$207.09	\$23.40

Non-Recurring OC48 Charges = $Ax + By + Cz + Dw + Et + Fu + Gv$

Where:

- x = Number of CO Nodes - NRC = \$0 when purchased in Group
- y = Number of SHARP
- z = Number of OC12 CO Ports
- w = Number of OC3 CO Port
- t = Number of DS3 CO Port
- u = Number of DS1 CO Ports
- v = Number of CO Connecting Channels

Schedule B

Authorized Purchasers

for
Contract Number **T08-TSD-947**
with
Qwest Communications Corporation

Washington State Department of Information Services;

Washington State Public Baccalaureate Institutions;

Washington State Community and Technical Colleges;

Washington State Public School Districts;

Washington State Educational Service Districts (ESD);

Washington State Public Library Systems.

Amendment 08-01
to
Contract Number T08-TSD-947
for
Secondary Transport Services TDM

In accordance with Provision 29 (*Authority for Modifications and Amendments*) of Contract Number T07-TSD-947 the (“Contract”), this Amendment 08-01 is entered into by and between the State of Washington, **Department of Information Services** (“DIS”) and **Qwest Corporation** (“Contractor”).

The purpose of this Amendment is to make the following changes to Contract Number T07-TSD-947:

1. The parties agree to amend the Contract to include Qwest Corporation. Pursuant to this Amendment, the Contract will be between **Qwest Communications Corporation and Qwest Corporation** (“Qwest” or Contractor”) and **Department of Information Services, an agency of Washington State government** (“DIS” or “Purchaser”).
2. The definition of “Contractor” in Section 1 “Definitions” is deleted in its entirety and replaced with the following:

“**Contractor**” shall mean Qwest Communications Corporation and Qwest Corporation, its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

3. The list of authorized purchasers identified in Schedule A “Authorized Purchasers” is hereby amended to include the following:

- **Inter-Governmental Network (IGN) Participants**
- **Washington State Agencies**

4. Add new Section 63 “DIS Notification & Purchase Authorization”

63. DIS NOTIFICATION & PURCHASE AUTHORIZATION. Contractor shall make a commercially reasonable effort to, within five (5) days of receipt of any inquiry from any other Washington State agency regarding possible purchase under this Contract, provide the DIS Digital Transport Service Manager (see Section 26 of this Contract) with notice including details of the inquiry, the name of the agency and the contact person for the agency. No notice to DIS is required for inquiries or Orders received from Washington educational entities or counties, cities or their political subdivisions.

State Agency purchasers **may not** execute a purchase until they have completed the Section 903 Consultation process. The process is identified and described at: <http://dis.wa.gov/sect903/index.htm>. Adherence to DIS’s Section 903 Consultation process is the sole responsibility of State Agency purchasers and DIS. Contractor will not be held liable for any failure to follow Section 903 Consultation process.

5. Add new Section 64 “Activity Reporting”

64. Activity Reporting

Contractor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Products and Services purchased under this Contract. The report shall identify:

This Contract number;

Each Purchaser making purchases during that month;

The total number of circuits purchased by each Purchaser;

The total purchase price (excluding sales tax) for each Purchaser; and

The sum of all purchase prices (excluding sales tax) for all Purchasers.

The Activity Report shall be submitted on a quarterly basis in accordance with the following schedule:

<u>For activity in the months:</u>	<u>Report Due:</u>
January, February, March	April 15 th
April, May, June	July 15 th
July, August, September	October 15 th
October, November, December	January 15 th

Reports are required to be submitted electronically, in either Microsoft Word or Excel format. Reports are to be sent electronically via E-mail to: mcadmin@dis.wa.gov.

This report may be corrected or modified by the DIS Contract Administrator with concurrence from the Contractor.

Activity 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 Contract.

6. The parties agree to add the attached Schedule D “Escalation Procedures and Contact List” to the Contract.

7. The parties agree to delete Section 10 “Transition Planning” in its entirety and replace it with the following:

10. For those Purchasers receiving Services from Contractor at the same, existing locations pursuant to other DIS-administered contracts in place prior to the Effective Date of this Contract, Contractor agrees, at the sole option of DIS, to provide Services pursuant to the terms and subject to the conditions of this Contract, upon DIS’ request, without assessing any transition or termination penalty or obligation on behalf of Purchasers. (A) Contractor will (i) receive and review DIS’s and Authorized Purchasers’ bills from the Non-Vendor LECs for services terminating in Non-Vendor LEC territory (but DIS and Authorized Purchasers will remain the Customer of Record) for the Non-Vendor LECs (both for existing and any new services) and (ii)

remit payment to the Non-Vendor LECs for such bills; and (B) Contractor is authorized to interface with the "Non-Vendor LECs" for (i) ordering, provisioning, coordinating, discussing, arranging and terminating any and all existing and new communications services on DIS's and Authorized Purchasers' behalf in the State of Washington and (ii) dealing with any and all network, billing, service, maintenance and/or repair issues in connection with any of the foregoing, including, but not limited to, arranging for DIS's and Authorized Purchasers' monthly billings for communications services to be sent directly to Contractor for processing and payment. DIS and Authorized Purchasers will provide to Contractor a Letter Of Agency (LOA - See Schedule C) for the foregoing. DIS will cooperate with and assist Contractor in obtaining LOAs from the Authorized Purchasers and, to the extent that Contractor is unable to obtain an LOA from a necessary Authorized Purchaser, Contractor will not be penalized for any delays in fulfilling any of its obligations under the Contract. If there is a charge to Contractor for transitioning services to this new Contract, Contractor may pass through this charge to DIS or Purchaser.

8. Add new Section 4.5 in Section 4 Pricing.

4.5 Any QCC circuits will be ICB priced.

9. Add new Section 4.6 in Section 4 Pricing.

4.6 DIS agrees that Qwest, at its sole discretion, can charge the quoted "individual" rates instead of the quoted and accepted "group" rates if DIS orders products, in the attached and revised Schedule A (Authorized Product and Price List), from entities other than Qwest. However, if said products may be secured for rates of 25% or more less than those offered by Qwest, DIS will present this alternative rate to Qwest for an alternatively priced service. Qwest shall be given an opportunity to match the alternative rate; if Qwest is unable to match the alternative rate, DIS may move forward with the service from the alternate entity without Qwest moving service to the "individual" rates.

10. Section 4.2 in Section 4 Pricing is deleted in its entirety and replaced with the following:

4.2. Contractor's prices (formulas) listed in Schedule A may not be increased during the Term of the Contract.

11. Section 7.1 in Section 7 Taxes is deleted in its entirety and replaced with the following:

7.1 Purchaser will pay sales and use taxes, if any, imposed, now or in the future, by any governmental entity (whether such taxes are assessed by a governmental authority directly upon Qwest or DIS) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges, which are required or permitted to be assessed on Purchaser on for the 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. Purchaser, as an agency of Washington State government, is exempt from property tax.

12. Schedule A (Authorized Product and Price List) will be deleted and replaced in its entirety with the attached and revised Schedule A (Authorized Product and Price List).

13. Section 13.3 is modified as follows:

13.3 Credits issued pursuant to this Section 13.1 shall not apply to Out of Service Conditions caused by acts or omissions of Non-Vendor LEC, except as otherwise provided herein or where such act or omission is within the reasonable control of or at the direction of Contractor.

14. Section 16.5 is modified as follows:

16.5 Problem Escalation Procedure

The Contractor has provided its current problem escalation procedure as Schedule D hereto. It identifies who should be contacted, the order in which the contact should occur, and what additional Contractor resources will be added at each escalation stage of the problem. Names and telephone numbers of the contacts have been provided.

15. Section 11.4 is modified as follows:

11.4 Funding

Service provided herein is subject to network infrastructure availability and may require the expenditure of Contractor capital funds ("Funding") to provide Service to DIS. If a location requires Funding, Contractor will only provide Service if Funding has been approved. Such approval will be granted at the sole discretion of Contractor. In the event Funding is not approved, Contractor agrees to cooperate with DIS in good faith to develop an alternative service solution.

16. Add new Section 58.4 in Section 58 Termination Procedure.

58.4 Waiver of Termination Charge.

A termination charge will be waived when all of the following conditions are met: 1) the customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Company provided service(s), 2) the new service agreement(s) have a total value equal to or greater than 100% of the remaining prorated value of the terminated circuits(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges), 3) Purchaser places the orders to discontinue the service and establish new service at the same time, and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services, or to changes between enhanced and non-enhanced services.

17. Amend the "Schedules" section of the Table of Contents by deleting it in its entirety and replacing it with the following:

Schedules

- Schedule A:** *Authorized Product and Price List*
- Schedule B:** *Authorized Purchasers*
- Schedule C:** *Letter of Agency*
- Schedule D:** *Problem Escalation Procedure and Contact List*

All other provisions of Contract T08-TSD-947, shall remain in full force and effect.

Approved
State of Washington, Department of Information
Services

Approved
Qwest Corporation

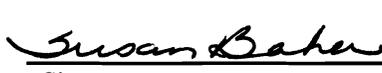


Signature
Roland Rivera

Assistant Director, TSD

Title
7/9/08

Date



Signature
Susan Baker

Offer Management

Title
July 2, 2008

Date

Schedule A
Authorized Product and Price List

for
Contract Number T08-TSD-947
with
Qwest Communications Corporation and Qwest Corporation

OCx Rate Table Formulas

OC3 Rate Table for Group Pricing - Qwest Locations Only																									
Monthly Rate																									
	A	B	C	D	E	F	G	H	I																
1 thru 8 Miles	\$1,240.00	\$95.00	\$56.00	\$228.76	\$10.00	\$10.00	\$8.00	\$488.00	\$75.00																
9 thru 25 Miles	\$1,240.00	\$95.00	\$56.00	\$228.76	\$10.00	\$10.00	\$8.00	\$488.00	\$80.00																
26 thru 50 Miles	\$1,240.00	\$95.00	\$56.00	\$228.76	\$10.00	\$10.00	\$8.00	\$610.00	\$89.00																
Over 50 Miles	\$1,240.00	\$95.00	\$56.00	\$228.76	\$10.00	\$10.00	\$8.00	\$704.00	\$98.00																
<p>Monthly Rate OC3 = Ax+Bz+Cs+Dt+Em+Fv+Gw+H+Iq</p> <p>Where:</p> <p>x = Number of CO Node z = Number of STS1 Port s = Number of DS3 CO Port t = Number of DS3 CO mux m = Number of CO Connecting Channel v = Number of Port to Port w = Number of DS1 Port Q = Number of interoffice miles via V & H coordinates H = 0, I = 0 when x=0 H = \$488.00, I = \$75.00, when 0<x<=8 H = \$488.00, I = \$80.00, when 8<x<=25 H = \$610.00, I = \$89.00, when 25<x<=50 H = \$704.00, I = \$98.00, when x>50</p>																									
<p>Non-Recurring Charges</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F</th> <th>G</th> <th>H</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$355.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$0.00</td> <td style="text-align: center;">\$491.00</td> </tr> </tbody> </table>										A	B	C	D	E	F	G	H	\$0.00	\$0.00	\$0.00	\$355.00	\$0.00	\$0.00	\$0.00	\$491.00
A	B	C	D	E	F	G	H																		
\$0.00	\$0.00	\$0.00	\$355.00	\$0.00	\$0.00	\$0.00	\$491.00																		
<p>Non-Recurring OC Charges = Ax+Bz+Cs+Dt+Em+Fv+Gw+Hq</p> <p>Where:</p> <p>x = Number of CO Node z = Number of STS1 Port s = Number of DS3 CO Port t = Number of DS3 CO mux m = Number of CO Connecting Channel v = Number of Port to Port w = Number of DS1 Port q = Mileage</p>																									

OCx Rate Table Formulas

OC12 Rate Table for Group Pricing - Qwest Locations Only					
Monthly Rate					
A	B	C	D	E	F
\$2,934.00	\$70.00	\$39.00	\$286.00	\$10.00	\$10.00
<p>Monthly Rate OC12 = Ax+Bz+Cs+Dt+Em+Fv</p> <p>Where:</p> <p>x = Number of CO Node</p> <p>z = Number of STS1 Port</p> <p>s = Number of DS3 CO Port</p> <p>t = Number of DS3 CO mux</p> <p>m = Number of CO Connecting Channel</p> <p>v = Number of Port to Port</p>					
Non-Recurring Charges					
A	B	C	D	E	F
\$0.00	\$0.00	\$0.00	\$355.00	\$0.00	\$0.00
<p>Non-Recurring OC12 Charges = Ax+Bz+Cs+Dt+Em+Fv</p> <p>Where:</p> <p>x = Number of CO Node</p> <p>z = Number of STS1 Port</p> <p>s = Number of DS3 CO Port</p> <p>t = Number of DS3 CO mux</p> <p>m = Number of CO Connecting Channel</p> <p>v = Number of Port to Port</p>					

OCx Rate Table Formulas

OC24 Rate Table for Group Pricing - Qwest Locations Only

Monthly Rate

A	B	C	D	E	F	G
\$5,200.00	\$192.00	\$45.00	\$42.00	\$286.00	\$10.00	\$10.00

Monthly Rate OC24 = Ax+Bz+Cs+Dt+Em+Fv+Gx

Where:

- x = Number of CO Node
- z = Number of OC3 CO Port
- s = Number of STS1 Port
- t = Number of DS3 CO Port
- m = Number of DS3 CO mux
- v = Number of CO Connecting Channel
- x = Number of Port to Port

Non-Recurring Charges

A	B	C	D	E	F	G
\$0.00	\$0.00	\$0.00	\$0.00	\$355.00	\$0.00	\$0.00

Non-Recurring OC24 Charges = Ax+Bz+Cs+Dt+Em+Fv+Gx

Where:

- x = Number of CO Node
- z = Number of OC3 CO Port
- s = Number of STS1 Port
- t = Number of DS3 CO Port
- m = Number of DS3 CO mux
- v = Number of CO Connecting Channel
- x = Number of Port to Port

OCx Rate Table Formulas

OC48 Rate Table for Group Pricing - Qwest Locations Only							
Monthly Rate							
A	B	C	D	E	F	G	H
\$8,744.00	\$640.00	\$145.00	\$45.00	\$55.00	\$286.00	\$10.00	\$10.00
Monthly Rate OC48 = Ax+Bz+Cs+Dt+Em+Fv+Gx+Hq Where: x = Number of CO Node z = Number of OC12 CO Port s = Number of OC3 CO Port t = Number of STS1 Port m = Number of DS3 CO Port v = Number of DS3 CO mux x = Number of CO Connecting Channel q = Number of Port to Port							
Non-Recurring Charges							
A	B	C	D	E	F	G	H
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355.00	\$0.00	\$0.00
Non-Recurring OC48 Charges = Ax+Bz+Cs+Dt+Em+Fv+Gx+Hq Where: x = Number of CO Node z = Number of OC12 CO Port s = Number of OC3 CO Port t = Number of STS1 Port m = Number of DS3 CO Port v = Number of DS3 CO mux x = Number of CO Connecting Channel q = Number of Port to Port							

DS1 Rate Table Formulas - INDIVIDUALS

DS1 Rate Table for Individual Pricing - Qwest to Qwest Locations				
Monthly Rate				
	A	B	C	D
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00
Monthly Rate DS1: A+Bx+Cy+Dz				
Where:				
x = Number of interoffice miles via V & H coordinates				
y = Number of Channel Terminations				
z = Number of 1/0 CO muxes				
A = 0, B = 0 when x=0				
A = \$73.86, B = \$2.04, when 0<x<=8				
A = \$74.22, B = \$2.86, when 8<x<=25				
A = \$74.81, B = \$2.65, when 25<x<=50				
A = \$77.43, B = \$2.86, when x>50				
Non-Recurring Charges				
A	B			
\$340.00	\$150.00			
Non-Recurring DS1 Charges = Ax+By				
Where:				
x = Number of Channel terminations				
y = Number of DS1 to DS0 CO Muxes				

DS1 Rate Table for individual Pricing - Qwest to Verizon Locations							
Monthly Rate							
Qwest				Verizon			
	A	B	C	D	E	F	G
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00	\$75.00	\$11.00	\$150.00
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00	\$75.00	\$11.00	\$150.00
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00	\$75.00	\$11.00	\$150.00
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00	\$75.00	\$11.00	\$150.00
Monthly Rate DS1: (A(BIP%))+((Bx)BIP%)+Cy+Dz+E+((Fx)BIP%)+Gy							
Where:							
x = Number of interoffice miles via V & H coordinates							
y = Number of Channel Terminations							
z = Number of 1/0 CO muxes							
A = 0, B = 0 when x=0							
A = \$73.86, B = \$2.04, when 0<x<=8							
A = \$74.22, B = \$2.86, when 8<x<=25							
A = \$74.81, B = \$2.65, when 25<x<=50							
A = \$77.43, B = \$2.86, when x>50							
BIP% = Border Interconnection Point							
Qwest Non-Recurring Charges				Verizon Non-Recurring Charges			
A	B	C		C	D		
\$340.00	\$150.00	\$285.00		\$320.00	\$117.42		
Non-Recurring DS1 Charges = Ax+By+Cz							
Where:							
x = Number of Channel terminations							
y = Number of DS1 to DS0 CO Muxes							
z = 1 if Qwest mileage and x=0							
z = 0 if x>0							
Non-Recurring DS1 Charges = Dx+Ew							
x = Number of Channel terminations							
w = Order charge							

DS1 Rate Table Formulas – INDIVIDUALS

DS1 Rate Table for Individual Pricing - Qwest to Embarq Locations							
Monthly Rate							
Qwest				Embarq			
	A	B	C	D	E	F	G
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00	\$75.00	\$12.00	\$150.00
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00	\$75.00	\$12.00	\$150.00
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00	\$75.00	\$12.00	\$150.00
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00	\$75.00	\$12.00	\$150.00
<p>Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$</p> <p>Where:</p> <p>x = Number of interoffice miles via V & H coordinates</p> <p>y = Number of Channel Terminations</p> <p>z = Number of 1/0 CO muxes</p> <p>A = 0, B = 0 when x=0</p> <p>A = \$73.86, B = \$2.04, when $0 < x \leq 8$</p> <p>A = \$74.22, B = \$2.86, when $8 < x \leq 25$</p> <p>A = \$74.81, B = \$2.65, when $25 < x \leq 50$</p> <p>A = \$77.43, B = \$2.86, when $x > 50$</p> <p>BIP% = Border Interconnection Point</p>							
Qwest Non-Recurring Charges				Embarq Non-Recurring Charges			
A	B	C	C		D		
\$340.00	\$150.00	\$285.00	\$550.00		\$33.06		
<p>Non-Recurring DS1 Charges = $Ax + By + Cz$</p> <p>Where:</p> <p>x = Number of Channel terminations</p> <p>y = Number of DS1 to DS0 CO Muxes</p> <p>z = 1 if Qwest mileage and x=0</p> <p>z = 0 if x>0</p>							
<p>Non-Recurring DS1 Charges = $Dx + Ew$</p> <p>x = Number of Channel terminations</p> <p>w = Order charge</p>							

DS1 Rate Table Formulas - INDIVIDUALS

DS1 Rate Table for Individual Pricing - Qwest to CenturyTel of WA Locations							
Monthly Rate							
Qwest				CenturyTel of WA			
	A	B	C	D	E	F	G
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00	\$80.00	\$14.00	\$150.00
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00	\$80.00	\$14.00	\$150.00
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00	\$80.00	\$14.00	\$150.00
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00	\$80.00	\$14.00	\$150.00
<p>Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$</p> <p>Where:</p> <p>x = Number of interoffice miles via V & H coordinates</p> <p>y = Number of Channel Terminations</p> <p>z = Number of 1/0 CO muxes</p> <p>A = 0, B = 0 when x=0</p> <p>A = \$73.86, B = \$2.04, when $0 < x \leq 8$</p> <p>A = \$74.22, B = \$2.86, when $8 < x \leq 25$</p> <p>A = \$74.81, B = \$2.65, when $25 < x \leq 50$</p> <p>A = \$77.43, B = \$2.86, when $x > 50$</p> <p>BIP% = Border Interconnection Point</p>							
Qwest Non-Recurring Charges				CenturyTel Non-Recurring Charges			
A	B	C		C			
\$340.00	\$150.00	\$285.00		\$512.00			
<p>Non-Recurring DS1 Charges = $Ax + By + Cz$</p> <p>Where:</p> <p>x = Number of Channel terminations</p> <p>y = Number of DS1 to DS0 CO Muxes</p> <p>z = 1 if Qwest mileage and x=0</p> <p>z = 0 if x>0</p>				<p>Non-Recurring DS1 Charges = Cx</p> <p>x = Number of Channel terminations</p>			

DS1 Rate Table Formulas - INDIVIDUALS

DS1 Rate Table for Individual Pricing - Qwest to CenturyTel Inter-Island Locations							
Monthly Rate							
Qwest				CenturyTel Inter-Island			
	A	B	C	D	E	F	G
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00	\$177.20	\$12.00	\$90.00
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00	\$177.20	\$12.00	\$90.00
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00	\$177.20	\$12.00	\$90.00
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00	\$177.20	\$12.00	\$90.00
Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$ Where: x = Number of interoffice miles via V & H coordinates y = Number of Channel Terminations z = Number of 1/0 CO muxes A = 0, B = 0 when x=0 A = \$73.86, B = \$2.04, when $0 < x \leq 8$ A = \$74.22, B = \$2.86, when $8 < x \leq 25$ A = \$74.81, B = \$2.65, when $25 < x \leq 50$ A = \$77.43, B = \$2.86, when $x > 50$ BIP% = Border Interconnection Point							
Qwest Non-Recurring Charges				CenturyTel Non-Recurring Charges			
	A	B	C	C			
	\$340.00	\$150.00	\$285.00	\$512.00			
Non-Recurring DS1 Charges = $Ax + By + Cz$ Where: x = Number of Channel terminations y = Number of DS1 to DS0 CO Muxes z = 1 if Qwest mileage and x=0 z = 0 if x>0							
Non-Recurring DS1 Charges = Cx x = Number of Channel terminations							

DS1 Rate Table Formulas - INDIVIDUALS

DS1 Rate Table for Individual Pricing - Qwest to CenturyTel Cowiche Locations				
Monthly Rate				
Qwest				
	A	B	C	D
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00
Monthly Rate DS1: (A(BIP%))+((Bx)BIP%)+Cy+Dz+E+((Fx)BIP%)+Gy Where: x = Number of interoffice miles via V & H coordinates y = Number of Channel Terminations z = Number of 1/0 CO muxes A = 0, B = 0 when x=0 A = \$73.86, B = \$2.04, when 0<x<=8 A = \$74.22, B = \$2.86, when 8<x<=25 A = \$74.81, B = \$2.65, when 25<x<=50 A = \$77.43, B = \$2.86, when x>50 BIP% = Border Interconnection Point				
Qwest Non-Recurring Charges				
	A	B	C	
	\$340.00	\$150.00	\$285.00	
Non-Recurring DS1 Charges = Ax+By+Cz Where: x = Number of Channel terminations y = Number of DS1 to DS0 CO Muxes z = 1 if Qwest mileage and x=0 z = 0 if x>0				
CenturyTel Cowiche				
	E	F	G	
	\$177.20	\$12.00	\$85.00	
	\$177.20	\$12.00	\$85.00	
	\$177.20	\$12.00	\$85.00	
	\$177.20	\$12.00	\$85.00	
CenturyTel Non-Recurring Charges				
	C			
	\$512.00			
Non-Recurring DS1 Charges = Cx x = Number of Channel terminations				

DS1 Rate Table Formulas - INDIVIDUALS

DS1 Rate Table for Individual Pricing - Qwest to All Other ICO Locations							
Monthly Rate							
Qwest				All Other ICOs			
	A	B	C	D	E	F	G
1 thru 8 Miles	\$73.86	\$2.04	\$150.00	\$300.00	\$84.89	\$17.22	\$159.05
9 thru 25 Miles	\$74.22	\$2.86	\$150.00	\$300.00	\$84.89	\$17.22	\$159.05
26 thru 50 Miles	\$74.81	\$2.65	\$150.00	\$300.00	\$84.89	\$17.22	\$159.05
Over 50 Miles	\$77.43	\$2.86	\$150.00	\$300.00	\$84.89	\$17.22	\$159.05
Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$ Where: x = Number of interoffice miles via V & H coordinates y = Number of Channel Terminations z = Number of 1/0 CO muxes A = 0, B = 0 when x=0 A = \$73.86, B = \$2.04, when 0 < x <= 8 A = \$74.22, B = \$2.86, when 8 < x <= 25 A = \$74.81, B = \$2.65, when 25 < x <= 50 A = \$77.43, B = \$2.86, when x > 50 BIP% = Border Interconnection Point							
Qwest Non-Recurring Charges				All Other ICO Non-Recurring Charges			
A	B	C		C			
\$340.00	\$150.00	\$285.00		\$281.00			
Non-Recurring DS1 Charges = $Ax + By + Cz$ Where: x = Number of Channel terminations y = Number of DS1 to DS0 CO Muxes z = 1 if Qwest mileage and x=0 z = 0 if x>0				Non-Recurring DS1 Charges = Cx x = Number of Channel terminations			

DS1 Rate Table Formulas – GROUP

DS1 Rate Table for Group Pricing - Qwest to Qwest Locations				
Monthly Rate				
	A	B	C	D
1 thru 8 Miles	62.64	1.73	93.26	198.43
9 thru 25 Miles	62.94	2.43	93.26	198.43
26 thru 50 Miles	63.44	2.25	93.26	198.43
Over 50 Miles	65.66	2.43	93.26	198.43
Monthly Rate DS1 = A+Bx+Cy+Dz				
Where:				
x = Number of interoffice miles via V & H coordinates				
y = Number of Channel Terminations				
z = Number of 1/0 CO muxes				
A = 0, B = 0 when x=0				
A = \$62.64, B = \$1.73, when 0<x<=8				
A = \$62.94, B = \$2.43, when 8<x<=25				
A = \$63.44, B = \$2.25, when 25<x<=50				
A = \$65.66, B = \$2.43, when x>50				
Non-Recurring Charges				
	A	B		
	340.00	150.00		
Non-Recurring DS1 Charges = Ax+By				
Where:				
x = Number of Channel terminations				
y = Number of DS1 to DS0 CO Muxes				
NRC = 0 when all Qwest DS1's purchased in the Group Model				
NRC Formula applies for any new DS1s not included in Model				

DS1 Rate Table for Group Pricing - Qwest to Verizon Locations						
Monthly Rate						
	Qwest				Verizon	
	A	B	C	D	E	F
1 thru 8 Miles	\$62.64	\$1.73	\$93.26	\$198.43	\$79.50	\$11.66
9 thru 25 Miles	\$62.94	\$2.43	\$93.26	\$198.43	\$79.50	\$11.66
26 thru 50 Miles	\$63.44	\$2.25	\$93.26	\$198.43	\$79.50	\$11.66
Over 50 Miles	\$65.66	\$2.43	\$93.26	\$198.43	\$79.50	\$11.66
Monthly Rate DS1: (A(BIP%))+((Bx)BIP%)+Cy+Dz+E+((Fx)BIP%)+Gy						
Where:						
x = Number of interoffice miles via V & H coordinates						
y = Number of Channel Terminations						
z = Number of 1/0 CO muxes						
A = 0, B = 0 when x=0						
A = \$62.64, B = \$1.73, when 0<x<=8						
A = \$62.94, B = \$2.43, when 8<x<=25						
A = \$63.44, B = \$2.25, when 25<x<=50						
A = \$65.66, B = \$2.43, when x>50						
BIP% = Border Interconnection Point						
Qwest Non-Recurring Charges						
	A	B	C			
	\$340.00	\$150.00	\$285.00			
Non-Recurring DS1 Charges = Ax+By+Cz						
x = Number of Channel terminations						
y = Number of DS1 to DS0 CO Muxes						
z = 1 if Qwest mileage and x=0						
z = 0 if x>0						
NRC = 0 when all Qwest DS1's purchased in the Group Model						
NRC Formula applies for any new DS1s not included in Model						
Verizon Non-Recurring Charges						
	D	E				
	\$339.20	\$124.47				
Non-Recurring DS1 Charges = Dx + Ew						
x = Number of Channel terminations						
w = Order charge						

DS1 Rate Table Formulas – GROUP

DS1 Rate Table for Group Pricing - Qwest to Embarq Locations																						
Monthly Rate																						
	Qwest					Embarq																
	A	B	C	D	E	F	G															
1 thru 8 Miles	\$62.64	\$1.73	\$93.26	\$198.43	\$79.50	\$12.72	\$159.00															
9 thru 25 Miles	\$62.94	\$2.43	\$93.26	\$198.43	\$79.50	\$12.72	\$159.00															
26 thru 50 Miles	\$63.44	\$2.25	\$93.26	\$198.43	\$79.50	\$12.72	\$159.00															
Over 50 Miles	\$65.66	\$2.43	\$93.26	\$198.43	\$79.50	\$12.72	\$159.00															
<p>Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$</p> <p>Where:</p> <p>x = Number of interoffice miles via V & H coordinates</p> <p>y = Number of Channel Terminations</p> <p>z = Number of 1/0 CO muxes</p> <p>A = 0, B = 0 when x=0</p> <p>A = \$62.64, B = \$1.73, when $0 < x \leq 8$</p> <p>A = \$62.94, B = \$2.43, when $8 < x \leq 25$</p> <p>A = \$63.44, B = \$2.25, when $25 < x \leq 50$</p> <p>A = \$65.66, B = \$2.43, when $x > 50$</p> <p>BIP% = Border Interconnection Point</p>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Qwest Non-Recurring Charges</th> </tr> <tr> <th style="text-align: center;">A</th> <th style="text-align: center;">B</th> <th style="text-align: center;">C</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">\$340.00</td> <td style="text-align: right;">\$150.00</td> <td style="text-align: right;">\$285.00</td> </tr> </tbody> </table>				Qwest Non-Recurring Charges			A	B	C	\$340.00	\$150.00	\$285.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Embarq Non-Recurring Charges</th> </tr> <tr> <th style="text-align: center;">D</th> <th style="text-align: center;">E</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">\$583.00</td> <td style="text-align: right;">\$35.04</td> </tr> </tbody> </table>				Embarq Non-Recurring Charges		D	E	\$583.00	\$35.04
Qwest Non-Recurring Charges																						
A	B	C																				
\$340.00	\$150.00	\$285.00																				
Embarq Non-Recurring Charges																						
D	E																					
\$583.00	\$35.04																					
<p>Non-Recurring DS1 Charges = $Ax + By + Cz$</p> <p>x = Number of Channel terminations</p> <p>y = Number of DS1 to DS0 CO Muxes</p> <p>z = 1 if Qwest mileage and x=0</p> <p>z = 0 if x>0</p> <p>NRC = 0 when all Qwest DS1's purchased in the Group Model</p> <p>NRC Formula applies for any new DS1s not included in Model</p>				<p>Non-Recurring DS1 Charges = $Dx + Ew$</p> <p>x = Number of Channel terminations</p> <p>w = Order charge</p>																		

DS1 Rate Table Formulas – GROUP

DS1 Rate Table for Group Pricing - Qwest to CenturyTel of WA Locations																			
Monthly Rate																			
	Qwest					CenturyTel of WA													
	A	B	C	D	E	F	G												
1 thru 8 Miles	\$62.64	\$1.73	\$93.26	\$198.43	\$84.80	\$14.84	\$159.00												
9 thru 25 Miles	\$62.94	\$2.43	\$93.26	\$198.43	\$84.80	\$14.84	\$159.00												
26 thru 50 Miles	\$63.44	\$2.25	\$93.26	\$198.43	\$84.80	\$14.84	\$159.00												
Over 50 Miles	\$65.66	\$2.43	\$93.26	\$198.43	\$84.80	\$14.84	\$159.00												
<p>Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$ Where: x = Number of interoffice miles via V & H coordinates y = Number of Channel Terminations z = Number of 1/0 CO muxes A = 0, B = 0 when x=0 A = \$62.64, B = \$1.73, when $0 < x \leq 8$ A = \$62.94, B = \$2.43, when $8 < x \leq 25$ A = \$63.44, B = \$2.25, when $25 < x \leq 50$ A = \$65.66, B = \$2.43, when $x > 50$ BIP% = Border Interconnection Point</p>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">Qwest Non-Recurring Charges</th> </tr> <tr> <th style="text-align: center;">A</th> <th style="text-align: center;">B</th> <th style="text-align: center;">C</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">\$340.00</td> <td style="text-align: right;">\$150.00</td> <td style="text-align: right;">\$285.00</td> </tr> </tbody> </table>				Qwest Non-Recurring Charges			A	B	C	\$340.00	\$150.00	\$285.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="1" style="text-align: center;">CenturyTel Non-Recurring Charges</th> </tr> <tr> <th style="text-align: center;">D</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">\$542.72</td> </tr> </tbody> </table>				CenturyTel Non-Recurring Charges	D	\$542.72
Qwest Non-Recurring Charges																			
A	B	C																	
\$340.00	\$150.00	\$285.00																	
CenturyTel Non-Recurring Charges																			
D																			
\$542.72																			
<p>Non-Recurring DS1 Charges = $Ax + By + Cz$ x = Number of Channel terminations y = Number of DS1 to DS0 CO Muxes z = 1 if Qwest mileage and x=0 z = 0 if x>0 NRC = 0 when all Qwest DS1's purchased in the Group Model NRC Formula applies for any new DS1s not included in Model</p>				<p>Non-Recurring DS1 Charges = Dx x = Number of Channel terminations</p>															

DS1 Rate Table Formulas – GROUP

DS1 Rate Table for Group Pricing - Qwest to CenturyTel Inter-Island Locations								
Monthly Rate								
	Qwest					CenturyTel Inter-Island		
	A	B	C	D		E	F	G
1 thru 8 Miles	\$62.64	\$1.73	\$93.26	\$198.43		\$187.83	\$12.72	\$95.40
9 thru 25 Miles	\$62.94	\$2.43	\$93.26	\$198.43		\$187.83	\$12.72	\$95.40
26 thru 50 Miles	\$63.44	\$2.25	\$93.26	\$198.43		\$187.83	\$12.72	\$95.40
Over 50 Miles	\$65.66	\$2.43	\$93.26	\$198.43		\$187.83	\$12.72	\$95.40
<p>Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$</p> <p>Where:</p> <p>x = Number of interoffice miles via V & H coordinates</p> <p>y = Number of Channel Terminations</p> <p>z = Number of 1/0 CO muxes</p> <p>A = 0, B = 0 when x=0</p> <p>A = \$62.64, B = \$1.73, when $0 < x \leq 8$</p> <p>A = \$62.94, B = \$2.43, when $8 < x \leq 25$</p> <p>A = \$63.44, B = \$2.25, when $25 < x \leq 50$</p> <p>A = \$65.66, B = \$2.43, when $x > 50$</p> <p>BIP% = Border Interconnection Point</p>								
Qwest Non-Recurring Charges					CenturyTel Non-Recurring Charges			
	A	B	C		D			
	\$340.00	\$150.00	\$285.00		\$542.72			
<p>Non-Recurring DS1 Charges = $Ax + By + Cz$</p> <p>x = Number of Channel terminations</p> <p>y = Number of DS1 to DS0 CO Muxes</p> <p>z = 1 if Qwest mileage and x=0</p> <p>z = 0 if x>0</p> <p>NRC = 0 when all Qwest DS1's purchased in the Group Model</p> <p>NRC Formula applies for any new DS1s not included in Model</p>								
<p>Non-Recurring DS1 Charges = Dx</p> <p>x = Number of Channel terminations</p>								

DS1 Rate Table Formulas – GROUP

DS1 Rate Table for Group Pricing - Qwest to CenturyTel Cowiche Locations							
Monthly Rate							
	Qwest					CenturyTel Cowiche	
	A	B	C	D	E	F	G
1 thru 8 Miles	\$62.64	\$1.73	\$93.26	\$198.43	\$187.83	\$12.72	\$90.10
9 thru 25 Miles	\$62.94	\$2.43	\$93.26	\$198.43	\$187.83	\$12.72	\$90.10
26 thru 50 Miles	\$63.44	\$2.25	\$93.26	\$198.43	\$187.83	\$12.72	\$90.10
Over 50 Miles	\$65.66	\$2.43	\$93.26	\$198.43	\$187.83	\$12.72	\$90.10
Monthly Rate DS1: (A(BIP%))+((Bx)BIP%)+Cy+Dz+E+((Fx)BIP%)+Gy Where: x = Number of interoffice miles via V & H coordinates y = Number of Channel Terminations z = Number of 1/0 CO muxes A = 0, B = 0 when x=0 A = \$62.64, B = \$1.73, when 0<x<=8 A = \$62.94, B = \$2.43, when 8<x<=25 A = \$63.44, B = \$2.25, when 25<x<=50 A = \$65.66, B = \$2.43, when x>50 BIP% = Border Interconnection Point							
Qwest Non-Recurring Charges				CenturyTel Non-Recurring Charges			
A	B			D			
\$340.00	\$150.00	\$285.00		\$542.72			
Non-Recurring DS1 Charges = Ax+By+Cz x = Number of Channel terminations y = Number of DS1 to DS0 CO Muxes z = 1 if Qwest mileage and x=0 z = 0 if x>0 NRC = 0 when all Qwest DS1's purchased in the Group Model NRC Formula applies for any new DS1s not included in Model				Non-Recurring DS1 Charges = Dx x = Number of Channel terminations			

DS1 Rate Table Formulas – GROUP

DS1 Rate Table for Group Pricing - Qwest to All Other ICO Locations							
Monthly Rate							
	Qwest					All Other ICOs	
	A	B	C	D	E	F	G
1 thru 8 Miles	\$62.64	\$1.73	\$93.26	\$198.43	\$89.98	\$18.25	\$168.59
9 thru 25 Miles	\$62.94	\$2.43	\$93.26	\$198.43	\$89.98	\$18.25	\$168.59
26 thru 50 Miles	\$63.44	\$2.25	\$93.26	\$198.43	\$89.98	\$18.25	\$168.59
Over 50 Miles	\$65.66	\$2.43	\$93.26	\$198.43	\$89.98	\$18.25	\$168.59
Monthly Rate DS1: $(A(BIP\%)) + ((Bx)BIP\%) + Cy + Dz + E + ((Fx)BIP\%) + Gy$ Where: x = Number of interoffice miles via V & H coordinates y = Number of Channel Terminations z = Number of 1/0 CO muxes A = 0, B = 0 when x=0 A = \$62.64, B = \$1.73, when $0 < x \leq 8$ A = \$62.94, B = \$2.43, when $8 < x \leq 25$ A = \$63.44, B = \$2.25, when $25 < x \leq 50$ A = \$65.66, B = \$2.43, when $x > 50$ BIP% = Border Interconnection Point							
Qwest Non-Recurring Charges					All Other ICO Non-Recurring Charges		
	A	B	C		D		
	\$340.00	\$150.00	\$285.00		\$297.86		
Non-Recurring DS1 Charges = $Ax + By + Cz$ x = Number of Channel terminations y = Number of DS1 to DS0 CO Muxes z = 1 if Qwest mileage and x=0 z = 0 if x>0 NRC = 0 when all Qwest DS1's purchased in the Group Model NRC Formula applies for any new DS1s not included in Model					Non-Recurring DS1 Charges = Dx x = Number of Channel terminations		

DS3 Rate Table Formulas - INDIVIDUALS

DS3 Rate Table for Individual Pricing - Qwest to Qwest Locations				
Monthly Rate				
	A	B	C	D
1 thru 8 Miles	\$590.90	\$51.26	\$1,282.50	\$357.20
9 thru 25 Miles	\$593.75	\$35.15	\$1,282.50	\$357.20
26 thru 50 Miles	\$598.50	\$51.11	\$1,282.50	\$357.20
Over 50 Miles	\$619.40	\$57.90	\$1,282.50	\$357.20
Monthly Rate DS3 = A+Bx+Cy+Dz				
Where:				
x = Number of interoffice miles via V & H coordinates				
y = Number of Channel Terminations				
z = Number of 3/1 CO muxes				
A = 0, B = 0 when x=0				
A = \$590.90, B = \$51.26, when 0<x<=8				
A = \$593.75, B = \$35.15, when 8<x<=25				
A = \$598.50, B = \$51.11, when 25<x<=50				
A = \$619.40, B = \$57.90, when x>50				
Non-Recurring Charges				
	A	B	C	
	\$545.00	\$355.00	\$605.00	
Non-Recurring DS3 Charges = Ax + By + Cz				
Where:				
x = Number of Channel terminations				
y = Number of 3/1 CO muxes				
z = Mileage charge				

DS3 Rate Table for Individual Pricing - Qwest to Verizon Locations								
Monthly Rate								
	Qwest				Verizon			
	A	B	C	D	E	F	G	H
1 thru 8 Miles	\$590.90	\$51.26	\$1,282.50	\$357.20	\$295.00	\$51.00	\$347.00	\$1,250.00
9 thru 25 Miles	\$593.75	\$35.15	\$1,282.50	\$357.20	\$295.00	\$51.00	\$347.00	\$1,250.00
26 thru 50 Miles	\$598.50	\$51.11	\$1,282.50	\$357.20	\$295.00	\$51.00	\$347.00	\$1,250.00
Over 50 Miles	\$619.40	\$57.90	\$1,282.50	\$357.20	\$295.00	\$51.00	\$347.00	\$1,250.00
Monthly Rate DS1: (A(BIP%))+((Bx)BIP%)+Cy+Dz+E+((Fx)BIP%)+Gz+Hy								
Where:								
x = Number of interoffice miles via V & H coordinates								
y = Number of Channel Terminations								
z = Number of 3/1 CO muxes								
A = 0, B = 0 when x=0								
A = \$590.90, B = \$51.26, when 0<x<=8								
A = \$593.75, B = \$35.15, when 8<x<=25								
A = \$598.50, B = \$51.11, when 25<x<=50								
A = \$619.40, B = \$57.90, when x>50								
BIP% = Border Interconnection Point								
Qwest Non-Recurring Charges				Verizon Non-Recurring Charges				
	A	B	C	D	E	F		
	\$545.00	\$355.00	\$605.00	\$124.47	\$577.70	\$376.30		
Non-Recurring DS3 Charges = Ax+By+Cz+Dw+Ex+Fy								
Where:								
x = Number of Channel terminations								
y = Number of 3/1 CO muxes								
z = Mileage charge								
w = Order charge								

DS3 Rate Table Formulas - GROUP

DS3 Rate Table for Group Pricing - Qwest to Qwest Locations				
Monthly Rate				
	A	B	C	D
1 thru 8 Miles	\$400.87	\$34.77	\$870.05	\$242.49
9 thru 25 Miles	\$402.80	\$23.85	\$870.05	\$242.49
26 thru 50 Miles	\$406.02	\$34.66	\$870.05	\$242.49
Over 50 Miles	\$420.21	\$39.28	\$870.05	\$242.49
Monthly Rate DS3 = A+Bx+Cy+Dz				
Where:				
x = Number of interoffice miles via V & H coordinates				
y = Number of Channel Terminations				
z = Number of 3/1 CO muxes				
A = 0, B= 0 when x=0				
A = \$400.87, B = \$34.77, when 0<x<=8				
A = \$402.80, B = \$23.85, when 8<x<=25				
A = \$406.02, B = \$34.66, when 25<x<=50				
A = \$420.21, B = \$39.28, when x>50				
Non-Recurring Charges				
A	B	C		
\$545.00	\$355.00	\$605.00		
Non-Recurring DS3 Charges = Ax+By+Cz				
Where:				
x = Number of Channel terminations				
y = Number of 3/1 CO muxes				
z = Mileage charge				

DS3 Rate Table for Group Pricing - Qwest to Verizon Locations								
Monthly Rate								
	Qwest				Verizon			
	A	B	C	D	E	F	G	H
1 thru 8 Miles	\$400.87	\$34.77	\$870.05	\$242.49	\$312.70	\$54.06	\$367.82	\$1,325.00
9 thru 25 Miles	\$402.80	\$23.85	\$870.05	\$242.49	\$312.70	\$54.06	\$367.82	\$1,325.00
26 thru 50 Miles	\$406.02	\$34.66	\$870.05	\$242.49	\$312.70	\$54.06	\$367.82	\$1,325.00
Over 50 Miles	\$420.21	\$39.28	\$870.05	\$242.49	\$312.70	\$54.06	\$367.82	\$1,325.00
Monthly Rate DS1: (A(BIP%))+((Bx)BIP%)+Cy+Dz+E+((Fx)BIP%)+Gz+Hy								
Where:								
x = Number of interoffice miles via V & H coordinates								
y = Number of Channel Terminations								
z = Number of 3/1 CO muxes								
A = 0, B= 0 when x=0								
A = \$400.87, B = \$34.77, when 0<x<=8								
A = \$402.80, B = \$23.85, when 8<x<=25								
A = \$406.02, B = \$34.66, when 25<x<=50								
A = \$420.21, B = \$39.28, when x>50								
BIP% = Border Interconnection Point								
Qwest Non-Recurring Charges				Verizon Non-Recurring Charges				
A	B	C		D	E	F		
\$545.00	\$355.00	\$605.00		\$124.47	\$577.70	\$376.30		
Non-Recurring DS3 Charges = Ax+By+Cz+Dw+Ex+Fy								
Where:								
x = Number of Channel terminations								
y = Number of 3/1 CO muxes								
z = Mileage charge								
w = Order charge								

Schedule C

LETTER OF AGENCY

To: Qwest Corporation and All Other Concerned Local Exchange Carriers

From: [NAME]
[ADDRESS]
[CITY, STATE, ZIP CODE]

This Letter of Agency (“LOA”) hereby authorizes Qwest Corporation to act as our agent for the purpose of (i) ordering, provisioning, coordinating, discussing, arranging and disconnecting any and all existing and prospective communications services on our behalf in the State of Washington and (ii) dealing with any and all network, billing, service, maintenance and/or repair issues in connection with any of the foregoing, including, but not limited to, arranging for our monthly billings for communications services to be sent directly to Qwest Corporation for processing and payment. We accept full responsibility for all authorized orders placed by Qwest Corporation on our behalf. This LOA is effective immediately and shall remain in effect until further notice. This LOA does not preclude our ability to act in our own behalf when we deem it necessary. Any questions relating to this matter may be directed to [CONTACT NAME AND TELEPHONE NUMBER].

Dated: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Schedule D

Problem Escalation Procedure and Contact List

Qwest's escalation procedures are designed to ensure that the proper level of attention and resources are directed towards resolution of service problems in a timely manner. Our escalation policies and procedures allow for escalation to be invoked at any time deemed necessary.

Qwest Designed Services Center (DSC) Repair (24x7): 800-214-8043

Escalations:

1st Level – Assigned Tester

2nd Level – DSC Supervisor Network Operations

3rd Level – DSC Manager Network Operations

4th Level – DSC, Field and Central Office Director Network Operations

5th Level – DSC, Field and Central Office VP Network Operations

Any time during this process after a trouble ticket has been created the assigned Service Manager can be contacted to assist with the escalations.

Qwest Service Manager
Bobby Cox
360-754-3218 office
253-720-4463 mobile
Bobby.Cox@qwest.com