



STATEWIDE CONTRACT
State of Utah, Division of Purchasing & General Services

AMENDMENT # 4 to CONTRACT # AR1478

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract between the State of Utah, Division of Purchasing & General Services, referred to as STATE, and, InterNetwork Expert, referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

June 18, 2002 (original starting date of contract)

May 31, 2006 (current ending date)

May 31, 2007 new ending date

Other changes to the contract include:

Effective Date of Amendment: March 1, 2006

The State of Utah Terms and Conditions still apply to the Contract. All other conditions and terms in the original contract remain the same.

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

CONTRACTOR

Contractor's signature

TEP BONNELL, OPERATIONS DIRECTOR

Date

2/13/06

STATE

Douglas G. Richins

Date

FEB 17 2006



STATE OF UTAH
CONTRACT AMENDMENT

AMENDMENT # 2 To CONTRACT # AR1478

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between the State of Utah, WSCA Administrator referred to as STATE and, Network Architects referred to as CONTRACTOR.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

June 18, 2002 (original starting date)

May 31, 2004 (current ending date)

May 31, 2006 new ending date

2. Contract amount:

(current contract amount)

(amendment amount)

- 0 - new contract amount
(add current amount to amendment amount)

3. Other changes: (attach other sheets if necessary):

None

4. Effective Date of Amendment: As soon as both parties sign.

All other conditions and terms in the original contract and previous amendments remain the same.

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

CONTRACTOR

[Signature] 3/1/04
Contractor's signature Date

Type or Print Name and Title

TED BONWELL COO.
(DP-4 Revision 1/5/2000)

STATE

[Signature] 3/9/04
Douglas G. Richins Date

Director, Division of Purchasing

STATE OF UTAH
STATEWIDE CONTRACT AR-1478

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

Network Architechs

Name

1720 Louisiana Blvd NE, Ste 301

Address

Albuquerque, NM 87110

City

State

Zip

LEGAL STATUS OF CONTRACTOR

Sole Proprietor

Non-Profit Corporation

For-Profit Corporation

Partnership

Government Agency

Federal Tax ID# 85-0449683 Vendor # 94836A Commodity Codes: 20464, 20621, 20623

Vendor Contact Person: Debbie Maestas-Traynor Vendor Phone #: 505-256-9047 ext 160

Vendor Fax #: 505-256-9091 Vendor email address: dmaestas@netarch.com

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this Contract is to provide: Data Communications Equipment and Associated OEM Maintenance & Training.
3. CONTRACT PERIOD: Effective date June 18, 2002 Termination date May 31, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: Renewable for one or two year terms up to four additional years.
4. PRICING AS PER ATTACHMENT A (Addendum 1)
PAYMENT TERMS: standard 30 days
DAYS REQUIRED FOR DELIVERY: 3 - 5
MINIMUM ORDER: N/A
FREIGHT TERMS: F.O.B. Destination, Freight Prepaid
5. ATTACHMENT A: Addendum 1
ATTACHMENT B: WSCA Standard Terms and Conditions
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, and regulations applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, RFP LW1907, and CONTRACTOR'S proposal response to RFP LW1907 dated 07-17-01.

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

CONTRACTOR

STATE OF UTAH

Contractor's signature

Douglas G. Richins

Director, Division of Purchasing

Type or Print Name and Title

Date

Date

ATTACHMENT A ADDENDUM 1

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

A. Manufacturer Product Line(s)

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

Routers: N/A
Switches: Cisco
LAN/WAN Wireless: Cisco
CSU/DSU: N/A

B. State of Utah/WSCA Contract Manager

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

email: dgundersen@utah.gov
Voice: (801) 538-3150
Fax: (801) 538-3882

C. Remittance Address

Network Architech
1720 Louisiana Blvd NE, Ste 301
Albuquerque, NM 87110

D. Special Terms and Conditions

The parties agree to amend the terms and conditions as follows:

1. Order of Precedence
The order of precedence for the contract terms will be as follows:
 1. Addendum 1
 2. WSCA Terms and Conditions
 3. Contractor's Proposal Response to RFP LW1907
 4. RFP LW1907

2. Included Documents

The documents listed in Number 1 are included in the contract. It is agreed that any reference to the “Entire Agreement” includes these documents.

3. Public Information

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

4. Arbitration

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

5. Contract Period

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

6. Governing Law

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

7. Revisions to the WSCA Standard Terms and Conditions

The WSCA Standard Terms and Conditions will be revised as follows:

A. There are no changes to the WSCA Standard Terms and Conditions.

Any additional changes listed by the Contractor in the Response to the RFP will be null and void.

8. Revisions to Contractor’s Response to the RFP

[Note: Many of the changes below may be listed in multiple locations throughout the response. The changes will apply to all instances of similar terms.]

The Contractor’s Response to the RFP will be revised as follows:

A. There are no additional changes, except the changes identified in this Addendum, Section D, to the Contractor's Response to the RFP.

9. State of Utah Only Requirement

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

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

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

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

E. Contractor Requirements

1. Contractor Responsibility

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

2. Serving Subcontractors

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

3. WSCA Administration Fee

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

4. Usage Reporting Requirement

Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are April 15, July 15, October 15 and January 15. Quarterly usage reports must contain total dollar

usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option.

5. Change in Contractor Representatives

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

6. Website Development and Maintenance

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

7. Rollout and Marketing

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

8. Right to Publish

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

9. Contractor's Scope of Equipment and Services

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

10. E-Rate Requirement

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

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

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

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

12. Price Guarantee Period

Percentage discount depth from list is not subject to a “price increase request” that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper discount(s). The discount is applied to manufacturers current published list price schedule(s).

Maintenance and any training related costs are guaranteed for two years.

13. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.

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

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

F. Contract Scope of Equipment and Related Services

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services awarded to the Contractor and identified in Item A of this Addendum may result in contract termination for cause.

1. Discounts of Manufacturers Price List

a. Pricing Discounts

1. All Hardware Equipment has been discounted at 35 points (%) off of list – Without 24 month warranty
2. Hardware with 24 month warranty discounted at 30 points (%) off of list – with 24 month warranty
3. SMARTnet (Support Services for CISCO) has been discounted at 13 points (%) off of list

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

c. WSCA Member-State coverage

Network Architech has the ability to directly process quotes, fulfill hardware requests and administer SMARTnet contracts in all 15 WSCA states.

2. Resolution of Customer Problems

Customer problems and complaints are responded to via three different scenarios:

a. Hardware/Contract issues

Problems with contracts or hardware issues, i.e.. renewal dates, general contract administration, hardware replacement issues, shipping and receiving, will be handled out of New Mexico by Network Architects via toll free phone access, web page access and email.

b. Technical Assistance (Cisco SMARTnet)

Technical Assistance can be received via Cisco TAC on all devices covered by SMARTnet. Cisco Tac is available 24x7. Upon calling TAC, Customer issues will be assigned a priority level from 1 to 4. Priority levels with associated escalation times are defined as follows:

Standard SMARTnet services include Priority 1 and 2 access to the Technical Assistance Center (TAC) 24 hours a day, seven days a week. Priority 3 and 4 escalation times correspond with local business hours. Cisco requests that customers provide the priority of every case reported. To ensure that all problems are reported in a standard format, Cisco has established the following problem priority definitions:

1. Priority 1---An existing network is down or there is a critical impact to the customer's business operations. Cisco and the customer will commit necessary resources around the clock to resolve the situation.
2. Priority 2---Operation of an existing network is severely degraded, or significant aspects of the customer's business operation are being negatively impacted by unacceptable network performance. Cisco and the customer will commit full-time resources during normal business hours to resolve the situation.
3. Priority 3---Operational performance of the network is impaired while most business operations remain functional. Cisco and the customer are willing to commit resources during normal business hours to restore service to satisfactory levels.
4. Priority 4---Customer requires information or assistance on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to the customer's business operation. Cisco and the customer are willing to provide resources during normal business hours to provide information or assistance as requested.

Cisco TAC Provides 1 hour call back for all hardware, configuration, and software problems, from 9 a.m. to 5 pm, local time, Monday through Friday, excluding Cisco observed holidays.

c. Advanced Technical Assistance (Onsite support, and phone support for non-SMARTnet)

Network Architects and partners will provide advanced technical phone support, and onsite dispatch services, on a time and materials basis, for trouble issues requiring access to engineering resources, and for equipment that is not covered under Cisco SMARTnet or an ADTRAN support contract. Network Architects' TAC is accessible via toll free phone access, web access and email. Service-affecting trouble incident calls will generally be responded to within 1 hour during normal business hours. Onsite engineering resources will be dispatched within one day, dependant on availability. Advanced contracted Service Level Agreements are available to meet more specific

and aggressive response requirements.

3. Escalation Procedures

Cisco Technical Assistance Center (TAC) coordinates problem resolution and escalation for equipment covered under Cisco SMARTnet.

a. Technical Assistance Center (TAC)

The Cisco TAC is available 24 hours a day, seven days a week and can be contacted via the telephone (1.800.553.2447), electronic mail (tac@cisco.com), or the CCO case submission tool (http://www.cisco.com/kobayashi/support/case_open.shtml). TAC processes are designed to resolve problems quickly from the moment a customer contacts the TAC. Calls are prioritized, and this information is used to determine escalation time frames.

b. TAC Prioritization

There are four levels of priority for problems. Priority determines how the call will be handled.

Priority 1: An existing network is down, or there is a critical impact to the customer's business operations. Cisco and the customer will commit necessary resources around the clock to resolve the situation.

Priority 2: Operation of an existing network is severely degraded, or significant aspects of the customer's business operation are being negatively impacted by unacceptable network performance. Cisco and the customer will commit resources during normal business hours to restore service to satisfactory levels.

Priority 3: Operational performance of the network is impaired while most business operations remain functional. Cisco and the customer will commit resources during normal business hours to restore service to satisfactory levels.

Priority 4: Customer requires information or assistance on Cisco product capabilities, installation, or configuration. There is clearly little or no impact to the customer's business operation. Cisco and the customer are willing to provide resources during normal business hours to restore service to satisfactory levels.

c. TAC Problem Escalation Guidelines

The following table provides guidelines used for TAC problem escalation. Customers may elect regardless of these time frames, to escalate their case at any time. If they feel that progress or the quality of service is not satisfactory, Cisco encourages them to escalate the problem to their satisfaction.

Elapsed Time:	Priority 1	Priority 2	Priority 3	Priority 4
1 Hour	Customer Engineering			

	Manager			
4 Hours	Technical Support Director	Customer Engineering Manager		
24 Hours	Vice President, Customer Advocacy	Technical Support Director		
48 Hours	President (CEO)	Vice President, Customer Advocacy		
72 Hours			Customer Engineering Manager	
96 Hours		President (CEO)	Technical Support Director	Customer Engineering Manager

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

a. Cisco

1. **Warranty**

a. **Limited Warranty**

1.1 Hardware. Cisco warrants that from the date of shipment by Cisco to Customer, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Customer, if different than Cisco, freight and insurance prepaid. Cisco replacement parts, used in Hardware repair, may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the returned of affected Products, in accordance with Cisco's then-current Return Material Authorization (RMA) procedures.

1.2 Software. Cisco warrants that from the date of shipment by Cisco to Customer and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product: (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco or its service center's option, repair,

replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Cisco. In no event, does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

1.3 Y2K. Cisco represents that Products which it has designated as “Year 2000 Compliant” (or Status Description “Green”), as set forth in the “Compliance Table,” (including accompanying Notes), located in Cisco’s “Year 2000 Compliance” web pages beginning at <http://www.cisco.com> (the “Year 2000 Pages”), are “Year 2000 Compliant,” meaning that, as delivered to Customer:

- 9.3.1 Products accurately process data and time calculations before and during the years 1999 and 2000;
- 9.3.2.1 All manipulation of time-related data yields the desired results for valid date values within the application domain;
- 9.3.4 Date elements in those Products use four digit storage and indicate century to eliminate the chance for errors;
- 9.3.5 If a date element exists without a century indication, the correct century continues to be unambiguous and produces accurate results; and Software accurately processes date and time data when used in conjunction with other Year 2000 compliant software products.

Should a Product that is so identified as “Year 2000 Compliant” not be Year 2000 Compliant, or should Cisco otherwise breach the foregoing representation, Cisco will, as Customer’s sole and exclusive remedy, repair or replace the Product so that it becomes Year 2000 Compliant or, if Cisco is unable to repair or replace the Product to make it Year 2000 Compliant, Cisco will refund the purchase price of the Product paid to Cisco, provided that Customer returns the Product to Cisco, as originally delivered by Cisco (except for normal wear and tear) and pursuant to Cisco’s then-current RMA policy. The foregoing representation and remedy shall only apply to Products returned prior to January 31, 2001, or to Products returned before the Products are no longer supported pursuant to Cisco’s standard support policies, whichever event first occurs. Each Product ordered will be subject to Cisco’s then-current “Year 2000 Pages” as of the date of delivery.

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

1.5 DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS,

REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Customer acknowledges that the Internet URL address and the web pages referred to above may be updated by Cisco from time to time; the version in effect at the date of delivery of the Products to the Customer shall apply.

- b. Cisco Standard Warranty covers all Cisco products for a minimum of 90 Days. The following is a list of Cisco Routers with warranties other than the Standard 90 day warranty.

LAN/WAN Wireless

Product Series	Products	Related Information	Warranty
AIRCA	AIR-PCxxx, AIR-LMCxxx	Cisco Aironet 350 Series Wireless LAN products http://www.cisco.com/warp/public/cc/pd/witc/ao350ap/index.shtml	Limited Lifetime
AIRCMN	AIR-SK, AIR-KT, AIR-420	Cisco Aironet 350 Series Wireless LAN products http://www.cisco.com/warp/public/cc/pd/witc/ao350ap/index.shtml	Limited Lifetime
AIRBR	AIR-BRxxx, AIR-WGxxx	Cisco Aironet Workgroup Bridges http://www.cisco.com/warp/public/cc/pd/witc/ao350ap/index.shtml	One-Year Ltd HW
AIRANT	AIR-ANTxxx,	Cisco Aironet Antennas http://www.cisco.com/warp/public/cc/pd/witc/ao350ap/index.shtml	One-Year Ltd HW
AIRAP	AIR-AP-3xx	Cisco Aironet Access Points http://www.cisco.com/warp/public/cc/pd/witc/ao350ap/index.shtml	One-Year Ltd HW

Switching Equipment

Product Series	Products	Related Information	Warranty
C1900	WS-C19xx, WS-C28xx, WS-X28xx	Catalyst 1900 Series Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca1900/	Limited Lifetime
C2900	WS-C2980x	Catalyst 2900 Family Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca2900/	Limited Lifetime
C2900XL	WS-C29xx, WS-X29xx	Catalyst 2900 Series XL Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca2900xl/index.shtml	Limited Lifetime
C2950	WS-C295x	Catalyst 2950 Series Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca2950/	Limited Lifetime
C3500XL	WS-C35xx, WS-X35xx	Catalyst 3500 Series XL Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca3500xl/index.shtml	Limited Lifetime
C4000V	WS-X4xxx, WS-P4xxx	Catalyst 4000 Series Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca4000/	One-Year Ltd HW
C4K_FXD	WS-C29xx, WS-C49xx	Catalyst Gigabit Ethernet Switches http://www.cisco.com/univercd/cc/td/doc/pcat/ca2948g.htm	One-Year Ltd HW
C5000	WS-C5xxx, WS-	Catalyst 5000 Series Switches http://www.cisco.com/warp/public/cc/pd/si/casi/ca50	One-Year Ltd HW

	X5xxx, WS- F5xxx, WS- U5xxx	<u>00/</u>	
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Hardware replacement for periods not covered by Cisco warranties can be provided by purchasing additional Cisco SMARTnet maintenance and support services. SMARTnet maintenance packages offer a variety of support options beyond the basic warranties, including replacement of defective hardware in up to 4 hours. These SMARTnet support and maintenance options are detailed below in response to Maintenance Options.

In order to meet the requirements of this contract, Network Architech is offering extended pricing on all Cisco hardware that includes up to two years of Cisco Advance Replacement service. This will provide basic hardware replacement and support equivalent to a two-year warranty on all equipment proposed as part of this contract.

Customers who wish to purchase other Cisco SMARTnet support and maintenance packages will be offered the hardware at the listed discount price, which will be covered only by Cisco’s standard warranty.

Cisco Advance Replacement Features

- o A cost-effective replacement option for any of their Cisco equipment
- o Advance hardware replacement
- o Guest access to CCO (Cisco Connection Online)
- o One telephone-based technical support incident from the Cisco Technical Assistance Center (TAC)

If an advance replacement unit is required, Cisco will ship it on the same day of the request (or the next business day if the call is received after 3:00 p.m. local or as specified in your contract). Replacement units are shipped to arrive the next business day. (Excluding Cisco and locally observed holidays. International locations may require additional shipping time.)

- c. Cisco Certified Engineers can be contracted through Network Architech on a time and materials basis if the buyer wishes to have a local service representative perform repairs or maintenance.
- d. Network Architech and Partners will offer Onsite services and support locally in New Mexico, Colorado, Idaho and Nevada. Dependant on advanced notification and coverage of travel expense, value added services and support can be expeditiously offered in all of the 15 WISCA states. Network Architech and its

partners frequently work on assignment out of local coverage areas with excellent results and high customer satisfaction. Please refer to the Value Added Section for a more specific explanation regarding support coverage.

2. Replacement Parts

Cisco will provide support for Hardware for a period of five (5) years from the date of its announced end-of-life. Cisco will provide support for Software (except for ICSG Software) for a period of thirty six (36) months from the date of first commercial shipment of that release, meaning that for that time period, errors in that release will be corrected either by means of a patch or correction to that release, or in a subsequent release.

For ICSG Software, Cisco will support the most current Major Release and the immediately preceding Major Release of ICSG Software, and all Minor Releases released subsequent thereto, meaning that errors in such releases will be corrected either by means of a patch or correction to such releases, or in a subsequent release.

Please refer to section 1.1 in the Cisco Warranty Agreement regarding the replacement of parts during the warranty period as well as after the warranty period.

3. Maintenance

a. Option Plan 1 – Time & Materials

Customers requiring Time and Materials services can contract these services through Network Architech. Cisco Certified Engineers will be provided in New Mexico, Nevada, Idaho and Colorado through the following contractors.

<u>State</u>	<u>Contractor</u>
Albuquerque, New Mexico	Network Architech
Las Vegas, Nevada	RedRock Communications
Denver, Colorado	GTRI with ThruPoint Inc.
Boise, Idaho	CTG

b. Option Plan 2 – Software and Minimal Maintenance

Software and Minimal Maintenance will be provided via **Cisco's SMARTnet 8x5xNBD** support and maintenance services. Cisco SMARTnet 8x5xNBD features:

1. **Cisco Operating System (Including Cisco IOS) Software Updates**

Cisco responds quickly to changes in networking environments and provides immediate Cisco system software updates (such as Cisco IOS), thus enhancing and extending device life. In fact, Cisco spends more development dollars enhancing its system software than most of its competitors spend in total research and development. The upgrades consistently deliver enhanced:

- Security
- Performance
- Bandwidth management
- New protocol support

- o Interoperability

SMARTnet provides automatic updates, on request, of all major releases, with sophisticated upgrade planning processes, as well as maintenance fixes. Through CCO, these updates are available 24 hours a day, seven days a week.

2. **Cisco Connection Online**

Cisco Connection Online (CCO) is the industry-leading online support and information service from Cisco, available 24 hours a day, seven days a week. CCO provides users with a wealth of up-to-date information with hundreds of new documents being added or updated each month. And your SMARTnet and SMARTnet Onsite contracts add the most comprehensive collection of online technical support tools in the industry.

Those tools include:

- o Bug Toolkit, for anticipating and addressing bugs
- o Troubleshooting Assistant, for diagnosing hardware problems using the same database used by the
- o Cisco Technical Assistance Center
- o IP Calculator, for assigning IP addresses
- o Cisco IOS Planner, to ensure you use the right version for the job

3. **Technical Assistance Center (TAC)**

The Cisco TAC is available 24 hours a day, seven days a week and can be contacted via the telephone, electronic mail, or the CCO case submission tool. The TAC is staffed by more than 900 customer support engineers with over 5000 combined years of experience with the Cisco product line and all aspects of data communications networking technology. Support is available in more than 144 languages. The Cisco Support delivery organization is divided into specific lines of business to ensure the best level of support is offered to each customer type. Cisco understands that small/medium business, enterprise and service provider support requirements differ, and is structured to provide specialized and unique technical assistance, for each line of business. For example, small/medium business customer support is provided by Cisco small/medium business (SMB) TAC. This level of specialized technical assistance ensures timely, accurate and effective support for Cisco customers.

4. **Advance Replacement of Hardware Parts**

In the event of hardware failure, the SMARTnet Advance Replacement feature provides a hardware replacement unit delivered within 24 hours of receiving the request. SMARTnet 8x5xNBD guarantees delivery of hardware replacement parts the next business day, provided that the request is received before 3 p.m. local time

c. **Option Plan 3 – 8 to 5 Service and Maintenance**

8 to 5 Service and Maintenance will be provided via **Cisco's SMARTnet OnSite 8x5x4** support and maintenance services. Cisco SMARTnet Onsite 8x5x4 features:

1. **Cisco Operating System (Including Cisco IOS) Software Updates**

Cisco responds quickly to changes in networking environments and provides immediate Cisco system software updates (such as Cisco IOS), thus enhancing and extending device life. In fact, Cisco spends more development dollars enhancing its system software than most of its competitors spend in total research and development. The upgrades consistently deliver enhanced:

- Security
- Performance
- Bandwidth management
- New protocol support
- Interoperability

SMARTnet provides automatic updates, on request, of all major releases, with sophisticated upgrade planning processes, as well as maintenance fixes.

Through CCO, these updates are available 24 hours a day, seven days a week.

2. **Cisco Connection Online**

Cisco Connection Online (CCO) is the industry-leading online support and information service from Cisco, available 24 hours a day, seven days a week. CCO provides users with a wealth of up-to-date information with hundreds of new documents being added or updated each month. And your SMARTnet and SMARTnet Onsite contracts add the most comprehensive collection of online technical support tools in the industry.

Those tools include:

- Bug Toolkit, for anticipating and addressing bugs
- Troubleshooting Assistant, for diagnosing hardware problems using the same database used by the
- Cisco Technical Assistance Center
- IP Calculator, for assigning IP addresses
- Cisco IOS Planner, to ensure you use the right version for the job

3. **Technical Assistance Center (TAC)**

The Cisco TAC is available 24 hours a day, seven days a week and can be contacted via the telephone, electronic mail, or the CCO case submission tool. The TAC is staffed by more than 900 customer support engineers with over 5000 combined years of experience with the Cisco product line and all aspects of data communications networking technology. Support is available in more than 144 languages. The Cisco Support delivery organization is divided into specific lines of business to ensure the best level of support is offered to each customer type. Cisco understands that small/medium business, enterprise and service provider support requirements differ, and is structured to provide specialized and unique technical assistance, for each line of business. For example, small/medium business customer support is provided by Cisco small/medium business (SMB) TAC. This level of specialized technical assistance ensures timely, accurate and effective support for Cisco customers.

4. **Advance Replacement of Hardware Parts**

In the event of hardware failure, SMARTnet Onsite 8x5x4 guarantees delivery of hardware replacement parts with onsite engineering services, from 9:00 a.m. to 5:00 p.m., Monday through Friday, within 4-hour response time.

5. Training

Assistance or training on working with Cisco TAC is available online via CCO. A Cisco representative can be reached quickly via browser synchronization. Please visit:

<http://www.cisco.com/tac/ciscolive>

Web-based Cisco TAC Web Seminars provides training on how to use Cisco TAC Web Site resources effectively. Support personnel become familiar with the TAC Web resources by watching the presentation online while listening to a live presenter over the phone. At the conclusion of the presentation, questions may be asked about the tools and content related to your specific interests and issues.

The online seminar covers how to find the technical information necessary for designing and supporting your networks, enhancing your networking skills, implementing and configuring products and networks, and troubleshooting network issues.

To view training dates and register for this online seminar, please visit:

<http://cisco.evoke.com>

d. Option Plan 4 – 7x24x4 Service and Maintenance

24 x 7 x 4 Service and Maintenance will be provided via **Cisco's SMARTnet OnSite 24x7x4** support and maintenance services. Cisco SMARTnet Onsite 24x7x4 features:

1. Cisco Operating System (Including Cisco IOS) Software Updates

Cisco responds quickly to changes in networking environments and provides immediate Cisco system software updates (such as Cisco IOS), thus enhancing and extending device life. In fact, Cisco spends more development dollars enhancing its system software than most of its competitors spend in total research and development. The upgrades consistently deliver enhanced:

- Security
- Performance
- Bandwidth management
- New protocol support
- Interoperability

SMARTnet provides automatic updates, on request, of all major releases, with sophisticated upgrade planning processes, as well as maintenance fixes.

Through CCO, these updates are available 24 hours a day, seven days a week.

2. Cisco Connection Online

Cisco Connection Online (CCO) is the industry-leading online support and information service from Cisco, available 24 hours a day, seven days a week.

CCO provides users with a wealth of up-to-date information with hundreds of new documents being added or updated each month. And your SMARTnet and SMARTnet Onsite contracts add the most comprehensive collection of online technical support tools in the industry.

Those tools include:

- Bug Toolkit, for anticipating and addressing bugs
- Troubleshooting Assistant, for diagnosing hardware problems using the same database used by the
- Cisco Technical Assistance Center
- IP Calculator, for assigning IP addresses
- Cisco IOS Planner, to ensure you use the right version for the job

3. Technical Assistance Center (TAC)

The Cisco TAC is available 24 hours a day, seven days a week and can be contacted via the telephone, electronic mail, or the CCO case submission tool. The TAC is staffed by more than 900 customer support engineers with over 5000 combined years of experience with the Cisco product line and all aspects of data communications networking technology. Support is available in more than 144 languages. The Cisco Support delivery organization is divided into specific lines of business to ensure the best level of support is offered to each customer type. Cisco understands that small/medium business, enterprise and service provider support requirements differ, and is structured to provide specialized and unique technical assistance, for each line of business. For example, small/medium business customer support is provided by Cisco small/medium business (SMB) TAC. This level of specialized technical assistance ensures timely, accurate and effective support for Cisco customers.

4. Advance Replacement of Hardware Parts

In the event of hardware failure, SMARTnet Onsite 24x7x4 guarantees delivery of onsite engineering services with replacement parts, 24 hours per day, 7 days per week, within 4-hour response time.

5. Training for LAN/WAN Wireless

Assistance or training on working with Cisco TAC is available online via CCO. A Cisco representative can be reached quickly via browser synchronization. Please visit:

<http://www.cisco.com/tac/ciscolive>

Web-based Cisco TAC Web Seminars provides training on how to use Cisco TAC Web Site resources effectively. Support personnel become familiar with the TAC Web resources by watching the presentation online while listening to a live presenter over the phone. At the conclusion of the presentation, questions may be asked about the tools and content related to your specific interests and issues.

The online seminar covers how to find the technical information necessary for designing and supporting your networks, enhancing your networking skills,

implementing and configuring products and networks, and troubleshooting network issues.

To view training dates and register for this online seminar, please visit:
<http://cisco.evoke.com>

6. Training for Switching Equipment

Training on using Cisco's Technical Support resources is available on-line via CCO
<http://cisco.raindance.com/iccdocs/index.shtml>

4. Cotermious Maintenance

As a value-add service, Network Architechcs maintains a database of all SMARTnet contracts purchased by customers. Network Architechcs and Cisco Systems recommend that each customer register all of their SMARTnet maintenance contracts under a single contract number. A contract administrator from Network Architechcs will review the contract status with each customer semiannually (or at any periodic basis of the customer's preference). The contract administrator assists the customer in managing the SMARTnet contracts, helping to prorate new contracts so that all equipment is renewed simultaneously on a yearly basis.

The customer can indicate devices that have been taken out of service at the periodic contract review. Any credit due for the remaining term of the contract on that particular equipment will be applied to the renewal of all remaining equipment under the SMARTnet contract.

5. Maintenance of Customer Personnel

Cisco Systems equipment is designed to be easily supported by customer personnel. No service certificates are required to perform maintenance and troubleshooting tasks, although it is recommended that customer personnel responsible for maintaining Cisco equipment obtain at a minimum the Cisco Certified Network Associate (CCNA) certification.

Typical routine maintenance functions that can be easily performed by customer personnel include upgrading Cisco IOS software and configuration and troubleshooting through the Cisco IOS command line interface. Extensive technical documentation on common configuration and troubleshooting tasks are available through Cisco's Technical Assistance Center (TAC) website on CCO.

<http://www.cisco.com/kobayashi/support/tac/home.shtml>

More information on Cisco's certifications programs is available at:

<http://www.cisco.com/warp/customer/10/wwtraining/certprog/>

6. Maintenance of Proposed Equipment

Network Architechcs has been maintaining Cisco equipment for the past 3 years. We have 11 Cisco Certified engineers available to perform all required services and maintenance. NA has

implemented and is currently supporting Thousands of Cisco devices. We are the largest Cisco Internetworking partners in New Mexico, with multiple accounts in Texas, California, Arizona, and Colorado. Network Architechs supports the majority of enterprise customers in the state of New Mexico. Our staff has 43 years of collective experience. Network Architechs engineering staff range in level of training from CCNA to CCIE. Please see the Section III, D, 4, a point-by-point response for more information on Network Architechs and our Partners maintenance capabilities.

Maintenance on all Cisco devices is available via Cisco SMARTnet, and will be completed by Cisco Systems personnel or partner's personnel. Cisco is the industry-leading provider of internetworking equipment and services with local representation in every state, and advanced service and support capabilities in every location accessible via phone or mail delivery.

7. Spare Parts Availability

Network Architechs recommends implementing a sparing strategy primarily for edge equipment, such as 2600 and 3600 routers. Spares generally should include a spare chassis and commonly used interface modules (e.g. T1 CSU/DSU modules, etc...). A Network Architechs Consulting Engineer will assist the customer in making recommendations for a sparing strategy based on the customer's network infrastructure. Spare equipment will then be purchased and stored at the customer location. For high-end core equipment it is generally recommended to use SMARTnet Onsite 24x7x4 maintenance coverage, which will have replacement parts at the customer location within 4 hours, in place of a sparing strategy.

8. Training

Network Architechs offers a custom-built line of courses that can be tailored to meet the customer's needs. We currently offer and provide training for the Cisco ICND/CCNA course, Ciscoworks2000 and Microsoft Windows NT4 and Windows 2000 courses. We also design, develop and deliver custom-tailored courses on Cisco and Microsoft technologies. Training services (instruction and equipment) are offered locally in Albuquerque or can be brought to the customer's premises at an additional cost to cover travel expenses. As a KnowledgeNet reseller, Network Architechs offers KnowledgeNet services to augment the live, instructor-led classroom training. These value-added online training services are available to the students 24 hours per day, 7 days per week via the Internet.

Although training pricing will vary slightly from course to course, Network Architechs normally charges \$350 per student, per day for technical training with a minimum of 5 students required for a local offering (Albuquerque) and a minimum of 7 students for an out-of-town class. The pricing includes an instructor-led class, equipment, student manuals, and related training material.

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

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

2. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DEFAULT AND REMEDIES:

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

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

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

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

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

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

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

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

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

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

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

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

22. WARRANTY: As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the PURCHASING ENTITY under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the PURCHASING ENTITY apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used,

(4) the product will be suitable for any special purposes that the PURCHASING ENTITY has relied on the CONTRACTOR'S skill or judgment to consider when it advised the PURCHASING ENTITY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the PURCHASING ENTITY has not been warned. Remedies available to the PURCHASING ENTITY include the following: the CONTRACTOR will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the PURCHASING ENTITY may otherwise have under this contract with respect to defects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. E-RATE COMPLIANCE: Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, and

in accordance with any State and local government E-rate related requirement(s) of the authorized procuring agency.

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

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

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

41. PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

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

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

Revision Date: April 2001