

Exhibit No. ___ (RB-3)
Docket UT-100820
Witness: Rebecca Beaton

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Joint Application of

**QWEST COMMUNICATIONS
INTERNATIONAL INC. AND
CENTURYTEL, INC.**

**For Approval of Indirect Transfer of
Control of Qwest Corporation, Qwest
Communications Company LLC, and
Qwest LD Corp.**

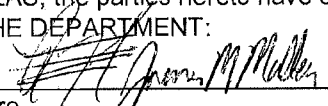
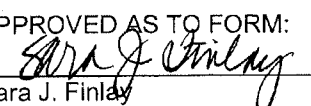
DOCKET UT-100820

**EXHIBIT TO TESTIMONY OF
REBECCA BEATON
STAFF OF
WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

Qwest ESI Net Contract

September 27, 2010

**WASHINGTON STATE MILITARY DEPARTMENT
 CONTRACT FACE SHEET**

1. Contractor Name and Address: Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC) Corporate Headquarters 1801 California Street Denver, CO 80202		2. Contract Amount: \$1,238,910	3. Contract Number E09-196
4. Contractor's Contact Person, phone number: Jeff Glenn, (206) 224-1145 Jeffrey.Glenn@qwest.com		5. Contract Start Date: Upon full signature	6. Contract End Date: December 31, 2009
7. MD Program Manager/phone number: David Irwin, (253)-512-7017 D.Irwin@emd.wa.gov		8. State Business License #: NA	9. UBI # (state revenue): 601-475-740 (QCC)
10. Funding Authority: Washington State Military Department and Enhanced 911			
11. Funding Source Agreement #: RCW 38.52.540	12. Program Index # & OBJ/SUB-OJ 79692 NZ	13. CFDA # & Title: NA	14. TIN or SSN: 84-1339282
15. Service Districts: (BY LEGISLATIVE DISTRICT): all (BY CONGRESSIONAL DISTRICT): all		16. Service Area by County(ies): Statewide	17. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____
18. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input checked="" type="checkbox"/> Other Purchased Services		19. Contract Type (check all that apply): <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency	
20. Contractor Selection Process: <input type="checkbox"/> "To all who apply & qualify" <input checked="" type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO _____		21. Contractor Type (check all that apply): <input checked="" type="checkbox"/> Private Organization/Individual <input checked="" type="checkbox"/> For-Profit <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> VENDOR <input type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER	
22. BRIEF DESCRIPTION: Development of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure using existing technologies that will serve the emergency communication needs of today as well as future Next Generation 911 applications. The system will be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system.			
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this Contract and attachments hereto and have executed this Contract as of the date and year written below. This Contract Face Sheet, Special Terms and Conditions, General Terms and Conditions, Statement of Work, and Budget govern the rights and obligations of both parties to this Contract.			
In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Federal and State Statutes and Regulations (b) Statement of Work (c) Special Terms and Conditions (d) General Terms and Conditions, and if attached, (e) any other provisions of the Contract incorporated by reference.			
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.			
WHEREAS, the parties hereto have executed this Contract on the day and year last specified below.			
FOR THE DEPARTMENT:  Signature James M. Mullen, Director Emergency Management Division Washington Military Department		FOR THE CONTRACTOR:  Signature Susan Baker RICHARD FERNANDEZ for Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC)	
APPROVED AS TO FORM:  Sara J. Finlay Assistant Attorney General		Date: 6-05-09 6/2/09 6/2/09	

Form 10/27/00 kdb

SPECIAL TERMS AND CONDITIONS

ARTICLE I -- COMPENSATION SCHEDULE:

This is a fixed price, reimbursement Contract. Within the total Contract amount, travel, subcontracts, salaries and wages, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Contract. Any travel or subsistence reimbursement allowed under the Contract shall be paid in accordance with rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended and in agreement with federal rates. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this Contract must be maintained by the Contractor and be made available upon request by the Military Department.

Some flexibility to shift funds between/among budget categories is allowed as follows: Changes to any single budget category, except for an equipment line item, in excess of 10% or \$100, whichever is greater, will not be reimbursed without the prior written authorization of the Department. Increases to the equipment line item require prior written approval of the Department. Budget categories are as specified or defined in the budget sheet of the Contract.

Payment Provisions:

- a. Upon execution of the Contract, work may commence on the project. As work is completed, the Contractor shall submit to the Department invoice vouchers requesting payment for work performed. The Contractor shall not request payment more often than monthly.
- b. Within thirty (30) days of receiving and approving the invoice voucher, the Department shall remit payment to the Contractor. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of the rate of 1% per month or the highest rate permitted by applicable law.
- c. Payment by the Department to the Contractor shall only be made for work performed between the Effective Date of this Contract and the End Date of December 31, 2009. The Contractor shall not request payment in anticipation of expenditures not yet actually incurred.
- d. Expenditures not documented and for which reimbursement not requested within forty-five (45) days of the actual payment made by the Contractor may not be eligible for reimbursement.
- e. The Department will be billed the Tariff rates in effect for all work directly associated with this Contract. Qwest reserves the right to request revision of the tariff rates if a change in the statutes or administrative rules affects the cost of providing the work. The Department must pay Qwest all approved charges on the invoice within the established reimbursement time.
- f. Work performed under this Contract may involve independent telephone company territories. Charges for work performed only include work provided within Qwest territory up to the meet point of the independent telephone company and/or Competitive Local Exchange Carrier (CLEC). Other charges which involve work performed by the independent telephone company and/or CLEC will be in addition to Qwest's charges and will be negotiated separately between the Department and the independent telephone company and/or CLEC. The independent telephone company and/or CLEC charges will not be billed under this Contract.
- g. The Department may add additional work under this Contract at the Tariff rates and charges in effect at the time of the addition(s).

Disputed Amounts:

If the Department reasonably and in good faith disputes any portion of an invoice, the Department will: (a) withhold only the Disputed Amount up to 50% of the invoice total (excluding such amounts which are evident gross errors); (b) timely pay the full undisputed invoiced amount; and (c) provide Contractor with a written statement that reasonably sets forth the Department's position regarding the dispute within 30 days from the date of the invoice with such disputed amounts. The parties will cooperate fully with investigations regarding the dispute.

If Contractor determines in its good faith business judgment that the Disputed Amounts were correctly billed, then either (i) any withheld amount will be paid to Contractor within 30 days of Contractor's notification to the Department of such determination and approval by the Department, or (ii) the parties will attempt to arrive at an agreeable resolution per the Disputes section of this Contract. If Contractor agrees that disputed amounts were not correctly billed, Contractor will adjust the Department's future invoices to correct incorrect billings and payments.

ARTICLE II -- REPORTS:

In addition to the reports as may be required elsewhere in this Contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Invoice	1	Within 30 days of the end of the period In which the work was performed.
Final Invoice (shall not exceed overall Contract amount)	1	No later than December 31, 2009

All Contract work must end on December 31, 2009, however the Contractor has up to 30 days after the Contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Completion Date</u>
Qwest Test PSAP tested and accepted	1	July 1, 2009
ESINet Connections to PSAPs	1	August 15, 2009
Connectivity between 911 Tandems and RCLs, Qwest and Verizon	1	August 15, 2009
Island and Benton County Database Conversions	1	August 30, 2009
Integration Testing and acceptance at 1st PSAP	1	September 15, 2009
Integration Testing and acceptance at remaining 7 PSAPs	1	November 25, 2009

All Contract work must be delivered either electronically or in hard copy to the Military Department no later than December 31, 2009 unless otherwise changed by amendment.

ARTICLE III -- KEY PERSONNEL:

The individuals listed below shall be considered key personnel. Any substitution must be made by written notification to the Military Department.

CONTRACTOR:

MILITARY DEPARTMENT:

Name	Jeff Glenn	Name	David Irwin
Title	Qwest Global Account Manager	Title	E911 Network and Database Administrator
E-Mail	Jeffrey.Glenn@qwest.com	E-Mail	D.Irwin@emd.wa.gov
Phone	(206) 224-1145	Phone	(253)-512-7017

ARTICLE IV -- ADMINISTRATIVE REQUIREMENTS:

The Contractor shall comply with OFM - State Office of Financial Management (OFM) Regulations-State Administrative and Accounting Manual (SAAM).

ARTICLE V -- ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

Funds are provided by the State Enhanced 911 funds solely for the purpose of supporting enhanced 911 programs as provided by RCW 38.52.540, RCW 38.52.545 and Chapter 18-66 WAC. The Contractor shall use the funds to perform tasks as described in the Statement of Work and Budget as negotiated and agreed among the parties and required by the funding source.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this Contract the following terms shall have the meanings set forth below:

- a. **"Department"** shall mean the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department.
- b. **"The Adjutant General"** as it is used herein shall mean the Director of the Washington State Military Department. The term **"Authorized Department Representative"** shall mean those persons who have written authorization to sign Department contracts and represent Department as signed and directed by The Adjutant General.
- c. **"Contractor"** shall mean that firm, organization, group, individual, or other entity performing services under this Contract, and shall include all employees of the Contractor. It shall include any subcontractor retained by the prime Contractor as permitted under the terms of this agreement. "Contractor" shall be further defined as one or the other of the following and so indicated on the face sheet of the Contract:
 - 1) **"Subrecipient"** shall mean a contractor that operates a federal or state assistance program for which it receives federal funds and which has the authority to determine both the services rendered and disposition of program funds.
 - 2) **"Vendor"** shall mean a contractor that agrees to provide the amount and kind of service or activity requested by the Department and that agrees to provide goods or services to be utilized by the Department.
- d. **"Subcontractor"** shall mean one, not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
- e. **"Contract"** or **"Agreement"** shall mean this formal written agreement between parties (in this definition, the Military Department being one of the parties) setting forth all terms and enforceable by law.
- f. **"Force Majeure Event"** shall mean an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.
- g. **"Public Safety Answering Point"** or "PSAP" is an agency authorized to receive and respond to emergency calls.
- h. **"Tariff"** is defined and used herein to mean Qwest's Washington Exchange and Network Service Tariff Section 1, 2 and 9 (Central Office Services) and may be amended. The Tariff is a document that sets forth terms and conditions of regulated service, including rates, charges, tolls, rentals, rules, and equipment and facilities, and the manner in which rates and charges are assessed for regulated services provided to customers, and rules and conditions associated with offering service. This document is available on the Qwest web site at: <http://tariffs.uswest.com:8000/docs/TARIFFS/Washington/WAET/>.
- i. **"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.
- j. **"WAC"** is defined and used herein to mean the Washington Administrative Code.
- k. **"RCW"** is defined and used herein to mean the Revised Code of Washington.

2. EVALUATION AND MONITORING

- a. The Contractor shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the Department. Department monitoring and/or evaluation activities will be limited to work required by this Contract

- b. The Department or the State Auditor or any of their representatives shall have access to and the right to examine during normal business hours and as often as the Department or the State Auditor may deem necessary, the Contractor's records directly related to the work covered in this Contract. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records. Such rights last for six (6) years from the date final payment is made hereunder. Notwithstanding the above, the Department will not be permitted to inspect other Customers' Proprietary Network Information ("CPNI") or any Contractor confidential records which are not directly related to the Contractor's obligations hereunder. Nothing in this provision shall be construed or interpreted as placing any obligations on the Contractor to comply with any regulation or third party obligation of the Department that otherwise would not be applicable to this Contractor.

3. REVIEW OF RECORDS

- a. 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 Department'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.
- b. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, or audit by personnel so authorized by the Department's Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract. During this Contract's term, Contractor shall provide access to these items. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.
- c. The parties acknowledge that public records, as defined by RCW 42.56.010, that have been prepared, owned, used or retained by the Department in connection with the conduct of government or the performance of any governmental or proprietary function are subject to inspection and copying by the public in accordance with RCW Chapter 42.56, except as exempted under RCW 42.56 or other statutes that exempt or prohibit disclosure of specific information or records.
- d. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
- e. 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 Department's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.
- f. Contractor shall provide right of access to its facilities to the Department, or any of the Department's officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

4. **ADVANCE PAYMENTS PROHIBITED** -- No payments in advance or in anticipation of work to be performed under this Contract shall be made by the Department.

5. **SUBCONTRACTORS** -- All subcontracting agreements entered into pursuant to this Contract shall be incorporated into this Contract by reference. Contractor may, with prior written permission from the Department Contracting Officer, 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 the Department for any breach in the performance of Contractor's duties. For purposes of this Contract, the Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

The Contractor shall be liable for any loss or damage to the Department, including but not limited to personal injury, physical loss, harassment of Department employee, or violations of the Patent and Copyright Indemnification, Protection of Department's Confidential Information, and Ownership/Rights in Data sections of this Contract occasioned by the acts or omissions of the Contractor's Subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection of Department's Confidential Information, Ownership/Rights in Data, Publicity and Review of Records sections of this Contract shall apply to all Subcontractors.

6. **NONASSIGNABILITY** -- Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor. Notwithstanding, Contractor may assign this Contract without the Department's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; (c) to an entity that it controls, is controlled by, or it commonly controls; or (d) to satisfy a regulatory requirement imposed upon Contractor by a governmental body with appropriate authority; provided Contractor gives the Department prior written notice of such assignment and any other applicable governmental approval is obtained. Any other assignment will require the prior written consent of the Department.
7. **PROPRIETARY INFORMATION, CONFIDENTIALITY, DISCLOSURE, PUBLICITY** -- The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to services provided under this Contract is prohibited except by prior written consent of the other party. Neither party will, without the prior written consent of the other party: (a) issue any public announcement regarding, or make any other disclosure of the terms of, the Contract or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Contract) the Confidential Information of the other party. Such consent may only be given on behalf of the Contractor by its Legal Department.

A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Contract, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Contract by the receiving party or is already known or is independently developed by the receiving party.

The Contractor acknowledges that the Department is subject to Chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by the Contractor to be Proprietary Information must be clearly identified as such by the Contractor. To the extent consistent with Chapter 42.56 RCW, the Department shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view the Contractor's Proprietary Information, the Department will notify the Contractor of the request and of the date that such records will be released to the requester unless the Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the Contractor fails to obtain the court order enjoining disclosure, the Department will release the requested information on the date specified.

8. **ATTORNEY'S FEES** - In the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.
9. **NONDISCRIMINATION** - During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination statutes and regulations. These requirements include, but are not limited to:

Nondiscrimination in Employment: The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution or society of its activities.

The Contractor shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment selection for training, including apprenticeships and volunteers.

10. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 et seq.** and its implementing regulations also referred to as the "ADA" 28 CFR Part 35. The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunication.
11. **COMPLIANCE WITH APPLICABLE LAW** - The Contractor and all subcontractors shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies. This obligation includes, but is not limited to, nondiscrimination laws and/or policies; the Americans with Disabilities Act (ADA); Ethics in Public Service (RCW 42. 52); Covenant Against Contingent Fees (48 C.F.R. Sec. 52.203-5); Public Disclosure (RCW 42. 56); Drug-Free Workplace Act of 1988 (15 C.F.R. Part 26); Lobbying (Section 1352, Title 31 of the U.S. Code and 15 C.F.R Part 28); and safety and health regulations.

In the event of the Contractor's or a subcontractor's noncompliance or refusal to comply with any law, regulation, or policy, the Department may rescind, cancel, or terminate the Contract in whole or in part, and the Contractor may be declared ineligible for further contracts with the Department. The Contractor is responsible for any and all costs or liability arising from the Contractor's failure to so comply with applicable law. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.
12. **CONTRACTOR NOT EMPLOYEE OF DEPARTMENT** - The Contractor, and/or employees or agents performing under this Contract are not employees or agents of the Department in any manner whatsoever. The parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, 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. The Contractor will not be presented as nor claim to be an officer or employee of the Department or of the State of Washington by reason hereof, nor will the Contractor make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW or Title 51 RCW.
13. **LIMITATION OF AUTHORITY -- "Authorized Signature"** - Only the assigned Authorized Signature for the Department or the assigned delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the authorized person.

14. **WAIVER OF DEFAULT** - Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing, signed by the department director and attached to the original Contract.
15. **INDEMNIFICATION** - To the fullest extent permitted by the law, the Contractor expressly agrees to and shall defend, indemnify, and save the Department 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. The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees. The Contractor expressly agrees to waive its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless the State and its agencies, officials, agents or employees.
16. **CHANGES AND MODIFICATIONS** - the Department and the contractor may, from time to time, request changes to the contract or grant. Except for Tariff modifications approved by the Washington Utilities and Transportation Commission ("WUTC"), any such changes that are mutually agreed upon by the parties to this Contract shall be incorporated herein by written amendment to this Contract. It is mutually agreed and understood that, except for Tariff modifications approved by the WUTC, no alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. Any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification to this Contract to that extent. All parties shall be notified of any such legally constituted changes; provided, however, that with respect to changes in rates and changes, the Qwest Account Manager shall endeavor to inform the Department of anticipated changes thirty (30) days prior to their effective date, and the parties will create a mutually agreeable amendment to this Contract to reflect such changes.
17. **TERMINATION OF CONTRACT:**
- a. If either party shall fail to fulfill its obligations under this Contract and such default or violation is not corrected within thirty (30) days after receipt of written notice thereof to the breaching party describing such default or violation, the non-breaching party may terminate this Contract for cause without penalty.
 - b. Notwithstanding any provisions of this Contract, either party may terminate this Contract for convenience by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date. If this Contract is so terminated, the Parties shall be liable for performance and compensation under the terms of this Contract prior to the effective date of termination.
 - c. The Department may unilaterally terminate all or part of this Contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this Contract.
18. **DISPUTES** - The parties shall make every effort to resolve disputes arising out of or relating to this Contract through discussion and negotiation. Should discussion and negotiation fail to resolve a dispute arising under this Contract, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third representative mutually agreed upon by both parties. The team shall attempt, by majority vote, to resolve the dispute. Both parties agree that this disputes process shall precede any action in a judicial or quasi-judicial tribunal. If the aforementioned process fails to resolve the dispute, either party may pursue whatever rights it may have at law or in equity, and each party hereby expressly waives its right to a trial by jury and consents to the jurisdiction of such courts for the purposes herein. All parties in any such action shall pay its own attorneys' fees and costs.

19. **GOVERNING LAW AND VENUE** - This Contract shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Contract shall be the Superior Court of Thurston County, Washington.
20. **SEVERABILITY** - In the event any term or condition of this Contract or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Contract, 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.
21. **LIMITATION OF LIABILITY** - Contractor is entitled to those immunities and protections from liability under federal and state statutes (including but not limited to RCW 38.52.550), judicial decisions, Tariffs, or otherwise, as are applicable to Contractor in the State of Washington. After installation, the Department's remedy for breach of contract is limited to the higher of the applicable out-of-service credits of the underlying service, if any, or other remedy as provided by Tariff. Contractor will not be liable for any damage that results from information provided to the Department by any other data providers.
22. **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 state licensing requirements and definitions.)
23. **COMMITMENTS, WARRANTIES AND REPRESENTATIONS** - Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by the Contractor includes: (a) prices, discounts, and options committed to remain in force over a specified period of time; and (b) any warranty or representation made by the Contractor in its response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its response or used to effect the sale to the Department.
24. **GENERAL** - This Contract is intended solely for the Contractor and the Department and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. Neither party's failure to insist upon strict performance of any provision of this Contract will be construed as a waiver of any of its rights hereunder. All terms of this Contract that should by their nature survive the termination of this Contract will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.
25. **SITE SECURITY** - While on the Department's premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.
26. **PRIVACY** - 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 Personal or Confidential Information. For purposes of this provision, Personal or Confidential Information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, medical data, finances, credit card information, education, business, use or receipt of governmental services or other activities, law enforcement records, names, addresses, telephone numbers, email addresses, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information.

Contractor and its Subcontractors agree to hold Personal or Confidential Information in strictest confidence, not to make use of Personal or 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 such Information known to any other party without Department'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 Department. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to Personal or Confidential Information.

Immediately upon expiration or termination of this Contract, Contractor shall, at Department's option and request:

- a. Certify to the Department that the Contractor has destroyed all Personal or Confidential Information;
- b. Return all Personal or Confidential Information to Department; or
- c. Take whatever other commercially reasonable steps the Department requires of Contractor to protect Department's Personal or Confidential Information, as negotiated between the parties.

Contractor shall make a commercially reasonable effort to maintain a log documenting the following: the Personal or Confidential Information received in the performance of this Contract; the purpose(s) for which the Personal or Confidential Information was received; who received, maintained and used the Personal or Confidential Information; and the final disposition of the Personal or Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with "Review of Records" section.

Department reserves the right to monitor, audit, or investigate the use of Personal or Confidential Information collected, used, or acquired by Contractor through this Contract.

Violation of this section by the Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Personal or Confidential Information, monetary damages, or penalties. The Contractor agrees to indemnify and hold harmless the Department for any damages related to the Contractor's unauthorized use of Personal or Confidential Information.

27. **PATENT AND COPYRIGHT INDEMNIFICATION** - The Contractor, at its expense, shall defend, indemnify, and save the Department harmless from and against any claims against the Department that any product or work product supplied hereunder, or the Department's use of the product or work product within the terms of this Contract, infringes any United States, European Union, Japanese, Australian, or Korean patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party. The 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 the Department provided that the Department:

- a. Promptly notifies Contractor in writing of the claim, but the Department's failure to provide timely notice shall only relieve the Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to the Contractor; and
- b. Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant the Contractor sole control of the defense and all related settlement negotiations.

If such claim has occurred, or in the Contractor's opinion is likely to occur, the Department agrees to permit the Contractor, at its option and expense, either to procure for the Department the right to continue using the product or work product or to replace or modify the same so that they become non-infringing and functionally equivalent.

If use of the product or work product is enjoined by a court and the Contractor determines that none of these alternatives is reasonably available, the Contractor, at its risk and expense, will take back the product or work product and provide the Department a refund. In the case of work product, the Contractor shall refund to the Department the entire amount the Department paid to the Contractor for the Contractor's provision of the work product. In the case of product, the Contractor shall refund to the Department its depreciated value. No termination charges will be payable on such returned product, and the Department will pay only those charges that were payable prior to the date of such return.

Depreciated value shall be calculated on the basis of a useful life of four (4) years commencing on the date of purchase and shall be an equal amount per year over said useful life. [To ensure the accurate useful life, consult the Washington State Administrative and Accounting Manual, Chapter 30 (Fixed Asset Policies) for Fixed Asset Commodity Class Code List and Useful Life Schedule (<http://www.ofm.wa.gov/policy/30.50.htm>).] The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the product has been installed less than one (1) year, all costs associated with the initial installation paid by the Department shall be refunded by the Contractor. Contractor has no liability for any claim of infringement arising from:

- a. Contractor's compliance with any designs, specifications or instructions of the Department,
- b. Modification of the product or work product by the Department or a third party without the prior knowledge and approval of Contractor, or
- c. Use of the product or work product in a way not specified by Contractor;

Unless the claim arose against Contractor's product or work product independently of any of these specified actions.

28. **SURVIVORSHIP** – All license and purchase transactions executed and services provided 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 General; Patent and Copyright Indemnification; Commitments, Warranties and Representations; Proprietary Information, Confidentiality, Disclosure, Publicity; Disputes; and Limitation of Liability shall survive the termination of this Contract.
29. **INDUSTRIAL INSURANCE COVERAGE -**
- a. If Contractor has operations in Washington, this section shall apply. If Contractor has no operations in Washington, this section shall not apply.
 - b. If this section applies, 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. The Department 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 subject to the indemnity provisions of this Agreement.
30. **GENERAL INSURANCE** -- Contractor shall, at all times during the term of the Contract at its cost and expense, buy and maintain insurance of the types and amount listed below in the following paragraphs and, if any, in Special Terms and Conditions. Failure to buy and maintain the required insurance may result in the termination of the Contract at State's option.

- a. All insurance and surety bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by the Department or the Risk Manager for the State of Washington, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 - b. The Department shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications:
 - 1) Insurers subject to 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
 - 2) Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
 - c. Before starting the work, the Contractor shall be prepared, upon request, to provide the Department documentation of certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified.
 - d. Contractor shall include all subcontractors as insureds under all required Commercial General Liability insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.
 - e. The Department, its agents and employees shall be named as an additional insured on all automobile, general liability, excess, and umbrella insurance policies.
 - f. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
 - g. If Contractor is self-insured, evidence of its status as a self-insured entity shall be provided to State. If requested by State, Contractor must describe its financial condition and the self-insured funding mechanism. By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect the Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to State in this Contract.
31. **AUTOMOBILE LIABILITY INSURANCE** -- In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, personal automobile liability insurance shall be required. Insurance shall meet the specifications in Paragraph 30 GENERAL INSURANCE. The minimum limit for automobile liability is: **\$500,000** per occurrence, using a Combined Single Limit for bodily injury and property damage.
32. **PROFESSIONAL LIABILITY INSURANCE**
- a. Contractor shall maintain professional liability insurance with a minimum limit of no less than **\$1,000,000** per incident, claim, occurrence, or loss, as applicable. If the insurance policy provides for the payment of defense costs from the policy limit of liability, Contractor shall maintain limits of no less than **\$2,000,000** per incident, loss, claim or occurrence, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the required incident, loss, claim or occurrence limit.
 - b. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Contract.
 - c. Contractor is required to buy professional liability insurance for a period of 24 months after completion of this Contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.

33. COMMERCIAL GENERAL LIABILITY (CGL)

- a. During the term of this Contract, Contractor shall maintain Commercial General Liability insurance coverage (CGL), with policy limits of no less than **\$2,000,000** combined single limit of liability each occurrence. The **\$2,000,000** limit can be achieved through a combination of primary and, if necessary, commercial umbrella insurance.
- b. The General Aggregate limit of the CGL shall be at least twice the required "each occurrence" limit, and the required CGL insurance policy shall also have a products-completed operations hazard aggregate limit of at least two times the required "each occurrence" limit.
- c. The CGL insurance coverage shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent contractors, products-completed operations hazard, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition.
- d. The coverage required by this section shall be obtained through insurance carriers licensed to do business in the State of Washington.
- e. The State of Washington shall be an additional named insured on the policy.
- f. The coverage required by this section shall be written on "occurrence" based policy forms, not "claims made" policy forms.

End of general terms and conditions

STATEMENT OF WORK

Next Generation 911 (NG911) Emergency Services Internet Protocol Network (ESINet) and Automatic Location Information (ALI) Database

INTRODUCTION: The Washington Military Department (Department) through its Emergency Management Division State Enhanced 911 Coordination Office and State Enhanced 911 Coordinator supports, assists and facilitates statewide Enhanced 911 (E911) services via network maintenance, assisting in equipment procurement and providing operational funding for those counties whose 911 excise tax base is inadequate to support 911 services. The Department has the statutory authority under RCW 38.52.510 to assist and facilitate E911 operation throughout the state and the statutory authority under RCW 38.52.540, RCW 38.52.545, and Chapter 118-66 WAC to provide funds from the State E911 account to assist the counties to establish and operate an E911 program. The intent is that E911 services be furnished in the most efficient manner possible. All 39 counties in the State of Washington have implemented E911 services for wireline and wireless systems.

To accommodate Next Generation 911 and provide the citizens of Washington State with a modern internet protocol system that will allow the 911 system to accept information from a wide variety of communication devices from consumers in emergencies, it is first necessary to update the network used to transfer voice/data information from the consumer to the Public Safety Answering Point (PSAP). To accomplish this, there must be a switch from the antiquated legacy analog telephone system to a system as used in cellular and computer voice over internet (VOiP) protocols by telephone and communication providers. The Emergency Services Internet Protocol Network (ESINet) will also allow the transportation of Automatic Location Information (ALI) database information meeting the current National emergency Number Association (NENA) standard 4.xx XML format. This solution must include, but is not limited to, network, transport, PSAP interfaces, 911 trunk support, selective routing and ALI interfaces. The system must be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system.

The second goal of the project is the migration of the E911 ALI database to the current NENA standard 4.xx XML format and be able to transport that information to the PSAP's using the ESINet. It is envisioned that the migration of this project will be implemented in two major phases.

Through a competitive bidding process, Qwest Communications Company, LLC fka Qwest Communications Corporation and its subcontractor, the Intrado Company, utilizing existing technologies, will develop and implement an infrastructure of Internet Protocol (IP)-capable private managed Next Generation 911 (NG911) ESINet and ALI database provider for 911 services. The implementation of an ESINet using Internet Protocols will meet the strategic goals of E911 and serve the needs of today as well as future NG911 applications.

The completion of this project will be done in two major phases as per the Request for Proposal (RFP). Phase 1 will involve upgrading the existing dedicated analog 911 network and limited trials with eight selected PSAPs. Upon successful completion and acceptance of Phase 1, Phase 2 will be added by amendment. Phase 2 will complete the migration of all 9-1-1 calls and data to all PSAPs outside of the original eight county trial area in the same manner as Phase 1.

The Contractor Agrees To:

1. As a provider of an existing Multiprotocol Label Switching (MPLS) IP based network, Qwest will use the MPLS network and other existing technologies as the basis of a new infrastructure for NG911.
2. Develop testing protocol for the new infrastructure with the selected PSAP. The Qwest test PSAP will be operational, tested and accepted by the State E911 Network and Database Administrator by July 1, 2009. The technologies are tested in a controlled environment utilizing a simulated PSAP.
3. PHASE 1: The Phase 1 trial of the eight (8) selected PSAPs must deploy redundant and geographically diverse points of interconnecting systems comprised of core network access gateways that can interconnect with existing Selective Routers (SR) in the Qwest, Verizon and Embarq networks. Core connectivity will utilize MPLS technology and connectivity between the SR and points of interconnection will be circuit switched based.

The ESINet must have redundant and geographically diverse points of interconnection with Intrado gateways; redundant MPLS network connectivity between Qwest iQ network and Intrado gateway sites; redundant Time Division Multiplex (TDM) connectivity between Verizon and Embarq SRs and Intrado gateways; redundant TDM connectivity between Qwest SRs and Intrado gateway sites. To enable the PSAPs to transfer calls between Qwest, Verizon and Embarq, two-way steering will need to be enabled for both wireless and wireline.

Phase 1 activities include:

- a. ESINet connections to the eight county PSAPs will be completed by August 15, 2009. This includes connecting to the existing Qwest MPLS network, and connecting to the existing Intrado gateways and installing additional gateways within the state to ensure redundancy of the Qwest/Intrado system.
 - b. Connectivity between 911 tandems (Qwest and Verizon) and Intrado Regional Colocation Centers (RCLs; gateways to the MPLS, IP network) will be completed by August 15, 2009.
 - c. Database conversion work at Island and Benton Counties will be completed by August 30, 2009. This conversion involves bringing in the ALI records from Verizon for these counties into the Intrado database.
 - d. Integration testing and acceptance at the first county PSAP will be completed by September 15, 2009.
 - e. Integration testing and acceptance at the remaining seven county PSAPs will be completed by November 25, 2009.
4. Submit monthly invoices within 30 days of the end of the month in which the work was performed. Invoice totals cannot exceed the overall Contract amount. Each billing must identify the task(s) completed, documentation of allowable expenses including travel and any other funding identification pertinent to the task(s).
 5. Transition to regular service billing: After acceptance of the ESINet at all eight (8) test PSAPs and acknowledgement of the acceptance by the State E911 Network and Database Administrator, the requirements of Phase 1 of this Contract will have been met. No work or payments will be made to the Contractor under this Contract beyond the end date of this Contract unless otherwise modified by written amendment. Future recurring monthly service charges after the date of acceptance will be submitted to the State E911 Office as a normal telephone service bill.

The Military Department Agrees To:

1. Provide identification of the eight PSAPs participating in Phase 1.
2. Provide staff coordination and input such as technical information.
3. Assist the Contractor in coordination with the eight PSAPs participating in Phase 1.
4. Review draft writings including recommendations and reports.
5. Reimburse the Contractor within 30 days of receipt and approval of signed, dated invoice voucher(s) in an amount not to exceed the overall Contract amount or actual costs whichever is lower, documentation of costs, satisfactory completion of tasks-to-date and receipt and approval of deliverables.

TIMELINE

Agency	Organization	Date
Washington State Military Department	Qwest Communications Company, LLC (QCC)	May 2009

YEAR: 2009

MONTH: APRI MAY JUN JUL AUG SEP OCT NOV DEC

TASK:

1. Qwest Test PSAP accepted					1						
2. ESINet Connections to PSAPs								15			
3. Connectivity between 911 Tandems and RCLs, Qwest and Verizon								15			
4. Island and Benton County Database Conversions								30			
5. Integration Testing and Acceptance At first county PSAP									15		
6. Integration Testing and Acceptance At remaining 7 county PSAPs										25	
7. Final Report/Invoice due											30
8. Contract Expires											31

BUDGET SHEET

Qwest MPLS Network with Intrado Database and VoIP gateways

Phase 1: 8 PSAPs	Install	Monthly
T1 local access. (Connections from PSAPs to Qwest MPLS network)	\$10,022	\$12,186
MPLS private ports	\$16,000	\$50,672
Additional Labor (Qwest Technicians) for work on PSAP Premise Equipment related to the project	\$12,800	\$0
EM trunks to gateways	\$19,488	\$0
IP routing- per EM trunk	\$43,680	\$4,368
Intrado (subcontractor) NG routing and database (charges are based on total ALI records per county per month)	\$0	\$80,876
TOTAL	\$101,990	\$148,102
8.8% sales tax	\$8,975	\$13,033
1 Month TOTAL w/tax	\$110,965	\$161,135
7 Month Total w/tax	\$110,965	\$1,127,945
GRAND TOTAL for 7 Months	\$1,238,910	

Budget Assumptions:

- Qwest test PSAP costs are included in existing network billing.
- General overhead, travel and development costs are included in the project pricing stated above.
- After acceptance of the ESINet at the eight Phase 1 PSAPs, the Phase 1 requirements of the Contract will be met (for both recurring and non-recurring charges). The addition of funding and tasks to be completed in Phase 2 must be added by amendment to this Contract before work on any Phase 2 tasks may commence. Beyond the end of the Contract term, future recurring monthly service charges will transition to regular service billing and will be submitted as a normal telephone service bill.

Funding Source: PI#79692, NG911 Projects



STATE OF WASHINGTON
MILITARY DEPARTMENT
EMERGENCY MANAGEMENT DIVISION

M5: 7A-20 Building 20
Camp Murray, Washington 98430-5122
Phone: (253) 512-7000 • FAX: (253) 512-7200

December 2, 2009

Mr. Richard Fernandez, Director, Offer Management
Qwest Communications Company, LLC
33rd Floor
1801 California Street
Denver, CO 80202

Dear Mr. Fernandez:

Enclosed is a fully executed Amendment A to contract number E09-196 between Qwest Communications Company, LLC and the Washington State Military Department for the development of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure.

If you have any questions, please do not hesitate to contact me at (253) 512-7018 or b.baardson@emd.wa.gov.

Sincerely,

A handwritten signature in black ink that reads "Bruce A. Beardson".



Bruce A. Beardson
Washington State E911
Customer Support Section Supervisor

BAB:kw

Enclosures

cc: Military Department Contract Specialist

**Washington State Military Department
AMENDMENT RECEIVED**

1. CONTRACTOR NAME/ADDRESS: Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC) Corporate Headquarters 1801 California Street Denver, CO 80202		2. CONTRACT NUMBER: E09-196 NOV 23 2009 E911	3. AMENDMENT NUMBER: A
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Jeff Glenn, (206) 224-1145 Jeffrey.Glenn@qwest.com		5. MD STAFF CONTACT, NAME/TELEPHONE: David Irwin, (253)-512-7017 D.Irwin@emd.wa.gov	
6. TIN or SSN: 84-1339282	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NA	8. FUNDING SOURCE NAME/AGREEMENT #: RCW 38.52.540	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and Enhanced 911			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <p>The original contract was for the development of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure using existing technologies that will serve the emergency communication needs of today as well as future Next Generation 911 applications. It is intended that the system will be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system.</p> <p>The Contractor has requested an extension to allow more time for the Contractor and subcontractor to complete the work scheduled for Phase 1. There was a three-month delay in getting a contract with their subcontractor signed and unanticipated difficulties getting necessary information for the transition to the new network from some local carriers. The Contractor would like to add a statement that allows counties within Washington State to receive the same pricing, terms and conditions from Qwest as stated in this contract. The Additional Statement of Work #1 is being added herein to include terms inadvertently left out of the original contract. They are part of the Phase 1 work and therefore must be added before the completion of Phase 1.</p>			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> Change contract expiration date from December 31, 2009 to June 30, 2010. The contract amount of \$1,238,910 remains unchanged. Make changes to the Special Terms and Conditions as found in Attachment A to this amendment. Make changes to the Statement of Work as found in Attachment B to this amendment. Replace the original timeline in its entirety with the Revised Timeline as found in Attachment C to this amendment. Add the additional charts with rate breakdowns to the original budget sheet as found in Attachment D- Revised Budget Sheet. Add the attached new Additional Statement of Work #1 to the original Statement of Work. <p>No other changes are required. All other terms and conditions of the original contract and any previous amendments thereto remain in full force and effect.</p>			
IN WITNESS WHEREOF, the Department and Contractor acknowledge and accept the terms of this contract amendment and attachments hereto and in witness whereof have executed this amendment as of the date and year written below. The rights and obligations of both parties to this contract are governed by this Contract Amendment Face Sheet and other documents incorporated herein by reference or attached and identified in the original contract document. A copy of this contract amendment shall be attached to and incorporated into the original agreement between the Department and the Contractor. Any reference in such contract to the "contract" shall mean "contract as amended."			
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:			
FOR THE DEPARTMENT:  _____ Signature Date James M. Mullen, Director Emergency Management Division Washington State Military Department		FOR THE CONTRACTOR:  _____ Signature Date Richard Fernandez Director, Offer Management for Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC)	
APPROVED AS TO FORM: Spencer W. Daniels(signature)2/19/2004 Assistant Attorney General			

ATTACHMENT A

ARTICLE I – COMPENSATION SCHEDULE

- a. **Change** Payment Provisions item c. End Date **from** December 31, 2009 **to** June 30, 2010.
- b. **Add** the following at the end of this article:

4. ARTICLE II -- REPORTS

Replace original **Article II – Reports** in its entirety **with** the following:

In addition to the reports as may be required elsewhere in this Contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Invoice	1	Within 30 days of the end of the period In which the work was performed.
Final Invoice (shall not exceed overall Contract amount)	1	No later than June 30, 2010

All Contract work must end on June 30, 2010, however the Contractor has up to 30 days after the Contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Completion Date</u>
Qwest Test PSAP tested and accepted	1	January 1, 2010
ESINet Connections to PSAPs	1	February 15, 2010
Connectivity between 911 Tandems and RCLs, Qwest and Verizon	1	March 15, 2010
Island and Benton County Database Conversions	1	February 28, 2010
Integration Testing and acceptance at 1st PSAP	1	March 15, 2010
Integration Testing and acceptance at remaining 7 PSAPs	1	May 25, 2010

All Contract work must be delivered either electronically or in hard copy to the Military Department no later than June 30, 2010 unless otherwise changed by amendment.

4. Add a new article to the Special Terms and Conditions as **ARTICLE VI: (NEW) Use by Participating Affiliates:**

To enable individual counties within the state to contract independently with Qwest for these services, the following paragraphs are included:

Qwest Agrees to extend the same pricing and terms and conditions as stated in this Contract to each County within the state of Washington for the purpose of connecting to the ESInet network, as agreed to by Customer ("Participating Affiliates"). It is understood that Participating Affiliates shall make purchases in their own name, make direct payment, and be liable directly to Qwest; and Customer shall in no way be responsible to Qwest for Participating Affiliates' purchases.

Each Participating Affiliate must execute and deliver to Qwest a "Participating Affiliate Acknowledgement", a copy of which can be requested from Qwest Government and Education Solutions, 1600 7th Avenue, Suite 1409, Seattle, WA 98191, Attention: Jeff Glenn, Global Account Manager. Qwest reserves the right to condition provision of Service to any potential Participating Affiliate: (a) who, in Qwest's sole discretion, presents an undue risk of nonpayment, refuses to comply with Qwest's deposit requirements, or does not pass a credit check; or (b) if Qwest reasonably believes that such potential Participating Affiliate's use of the Service would violate the provisions of any applicable Service Schedule or Tariff, any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the Service to that potential Participating Affiliate.

ATTACHMENT B

CHANGES TO THE ORIGINAL STATEMENT OF WORK

Within "The Contractor Agrees To":

- 1) Item 2. **Change** the date the Qwest test PSAP will be operational, tested and accepted by the State E911 Network and Database Administrator **from** July 1, 2009 **to** January 1, 2010.
- 2) Item 3.a. **Change** the date the ESINet connections to the eight county PSAPs will be completed **from** August 15, 2009 **to** February 15, 2010.
- 3) Item 3.b. **Change** the date connectivity between 911 tandems (Qwest and Verizon) and Intrado Regional Colocation Centers (RCLs; gateways to the MPLS, IP network) will be completed **from** August 15, 2009 **to** March 15, 2010.
- 4) Item 3.c. **Change** the date the database conversion work at Island and Benton Counties will be completed by **from** August 30, 2009 **to** February 28, 2010.
- 5) Item 3.d. **Change** the date the integration testing and acceptance at the first county PSAP will be completed by **from** September 15, 2009 **to** March 15, 2010.
- 6) Item 3.e. **Change** the date the integration testing and acceptance at the remaining seven county PSAPs will be completed by **from** November 25, 2009 **to** May 25, 2010.

ATTACHMENT C

REVISED TIMELINE

Agency	Organization	Date
Washington State Military Department	Qwest Communications Company, LLC (QCC)	November 2009

TASK:	YEAR: 2010	JAN	FEB	MAR	APR	MAY	JUN
	MONTH:						
1. Qwest Test PSAP accepted		1					
2. ESINet Connections to PSAPs			15				
3. Connectivity between 911 Tandems and RCLs, Qwest and Verizon				15			
4. Island and Benton County Database Conversions			28				
5. Integration Testing and Acceptance At first county PSAP				15			
6. Integration Testing and Acceptance At remaining 7 county PSAPs						25	
7. Final Report/Invoice due							30
8. Contract Expires							30

Add the following terms as Additional Statement of Work #1 to be incorporated into the existing contract and as part of the original Statement of Work:

ADDITIONAL STATEMENT OF WORK
QWEST TOTAL ADVANTAGE® AGREEMENT
QWEST INTEGRATED MANAGEMENT SERVICE EXHIBIT

1. **General; Definitions.** Except as set forth in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Qwest will provide Integrated Management service ("IM" or "Service") under the terms of the Agreement and this Service Exhibit.

"CPE" means customer premises equipment.

"IPSec" means Internet protocol security.

"Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a Qwest certified 56k external modem.

"Start of Service Date" means the earliest to occur of the date on which Customer begins to utilize the Service or the date on which Service is made available to Customer.

2. **Service.**

2.1 **Description.** IM is a network management service provided by Qwest, which offers performance reporting, change management, configuration management, fault management and notification of CPE. The Service does not include the underlying transport service or local access (which is provided pursuant to separate service agreement's) or any lab testing, lab modeling, or on-site work of CPE. The following management types are available:

(a) **Monitor and Notification.** IM will monitor Customer device 24x7x365 for up/down status and notify Customer of faults ("Monitor and Notification"). This service is a base-line service and does not include any of the services listed under Select Management or Comprehensive Management other than described in this paragraph.

(b) **Select Management.** Includes: 24x7x365 remote performance monitoring, reporting, and ticketing via IM online Web site. Select Management also includes, complete fault management and notification (detection, isolation, diagnosis, escalation and remote repair when possible) change management*, (up-to 24 standard configuration changes per year), asset management (device inventory) and configuration management (inventory of customer physical and logical configuration).

* IM's standard change management list is available on request from your Qwest sales representative and is subject to change without notice to Customer.

(c) **Comprehensive Management.**

(i) Includes all of the Select Management features as well as total customer agency ("TCA"). With TCA, IM acts as the Customer's single point of contact in managing the resolution of all service and transport faults. With Total Customer Agency, IM will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved.

(ii) With IPSec, Qwest IM engineers will configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. *IPSec opportunities greater than 25 devices will require Qwest approval before submitting an order. IPSec is only available standard on approved Cisco and Adtran devices. All other manufacturers require Qwest IM approval before Qwest will accept Customers order.*

2.2 Qwest Responsibilities.

- (a) Qwest will provide Customer with a non-exclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the Qwest-managed devices reside. Qwest will work with the Customer to facilitate resolution of service-affecting issues as long as Customer chooses either Select Management or Comprehensive Management.
- (b) Customer may submit, for no additional charge, a limited number of change management requests via the Integrated Management Web site: <https://nms.qwest.com>. The maximum number of requests is equal to 24 standard configurations per device per year. A list of standard change management options is available upon request from your Qwest sales representative.

2.3 Customer Responsibilities.

- (a) Customer will, in a timely manner, provide all information and perform all actions reasonably requested by Qwest in order to facilitate installation of Service. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line(s) for each managed device. Additionally, Customer will provide a dedicated modem for each managed device. *It is not mandatory that Customer have a POTS line but Customer must understand that Qwest will NOT be able to troubleshoot issues if the device under management cannot be reached.*
- (b) For Comprehensive Management, Customer authorizes Qwest to act as the Customer's agent solely for the purpose of accessing Customer's transport services in order to provide the Service, pursuant to the attached Letter of Agency (attached hereto as Attachment 1). Customer must execute the Letter of Agency prior to Qwest providing the Service. Failure to do so will materially impair Qwest's ability to provide the Service and will be deemed cause for canceling the Service by Qwest. Qwest will not act as Customer's agent for Select Management or Monitor and Notification services options.
- (c) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (a) for Service delivered via IP connectivity with Qwest iQ Networking® service – Internet Port and/or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and/or (b) for Service delivered with Qwest iQ Networking Private Port, Qwest will configure a virtual circuit, at no additional cost to Customer which will be used to access Customer device. With iQ Networking Private Port the Customer device does not need to be IPsec-capable unless customer is requesting an added layer of security.; (c) Frame Relay Service ("FRS")/Asynchronous Transfer Mode ("ATM"), Customer will provide at least one Qwest FRS permanent virtual circuit ("PVC") from one of Customer's main switches/routers to a Qwest management point of presence to accommodate remote management and monitoring. Service charges do not include fees associated with this PVC. Customer is responsible for the underlying FRS. Customer will have the ability to route network management information to and from all other Customer devices within the Service. For large or critical networks, multiple Service management connections may be required; and/or (d) Private Line, both A and Z locations must be under management and accessible via a valid routable IP address.
- (d) Customer must provide: A routable valid IP address in order to establish the Service connection and Customer's primary technical interface person must be available during the remote installation process in order to facilitate installation of the Service. All Customer devices managed under this Agreement must be maintained under a contract from a Qwest approved on-site CPE maintenance provider. The response times for which the Customer has contracted with their CPE maintenance provider will affect Qwest's timing for resolution of problems involving Customer-provided devices. The performance of the CPE maintenance provider is Customer's responsibility. Customer will furnish all information reasonably required by Qwest prior to the remote installation phase of Service in order to enable Qwest to provide the Service.
- (e) **International Terms and Conditions.** Customer acknowledges that in the event Service is purchased for use outside of the continental United States, additional terms and conditions will apply ("International Terms"). Customer is not purchasing or using International Service at the

time of execution of this Amendment. Customer agrees that it will contact Qwest and request an Amendment to this Contract to add applicable International Terms prior to Customer or its Participating Affiliate(s) ordering any International Service.

2.4 Availability.


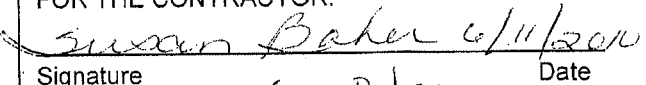
- (a) **Certified Device list.** A current list of devices certified to work with Qwest management systems is available upon request from your Qwest Sales representative. The Certified device list is subject to change at Qwest's sole discretion and without notice to Customer. Please ensure Customer device is certified before placing an order for IM.
- (b) **Transport Options.** Service is available with the following Qwest transport services. All Qwest iQ Networking port types, Frame Relay, ATM, and Private Line.
- (c) IM can also manage third party data and IP transport services. Please check with your sales representative before submitting an order for third party device management.

3. **Term; Cancellation.** The term of this Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for 12 months (the "Minimum Service Term"), which cannot be less than 12 months. Upon written notice to the other party at least 60 days prior to the conclusion of the Minimum Service Term, either party may cancel this Service Exhibit. In the absence of such prior written notice, this Service Exhibit will automatically renew. The "Term" will include the Minimum Service Term and any automatic renewal term. If Service is canceled prior to the expiration of the Minimum Service Term for reasons other than a default by Qwest, then Customer will pay to Qwest: (a) all charges for Service provided through the effective date of such cancellation, and if Customer cancels all Service and/or the Service Exhibit prior to the expiration of the Minimum Service Term; (b) an early Cancellation Charge equal to 50% of the MRCs for the highest number of devices managed by Qwest multiplied by the number of months, or portion thereof, remaining in the Minimum Service Term.

PRICING ATTACHMENT

Base Service	NRC	MRC per Device	Customer selection (place an "X" in the box to indicate the Customer is purchasing the item on that line)
Select Management	\$0	\$50	X
Monitor and Notification	\$0	\$35	_____
Comprehensive Management	\$0	\$100	_____
Optional Service			
3 Hour MAC block	\$225	\$0	_____

**Washington State Military Department
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC) Corporate Headquarters, 1801 California Street Denver, CO 80202		2. CONTRACT NUMBER: E09-196	3. AMENDMENT NUMBER: B
4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Jeff Glenn, (206) 224-1145 Jeffrey.Glenn@qwest.com		5. MD STAFF CONTACT, NAME/TELEPHONE: David Irwin, (253)-512-7017 D.Irwin@emd.wa.gov	
6. TIN or SSN: 84-1339282	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: NA	8. FUNDING SOURCE NAME/AGREEMENT #: RCW 38.52.540	
9. FUNDING AUTHORITY: Washington State Military Department (Department) and Enhanced 911			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The original contract was for the development of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure that will serve the emergency communication needs of today and future Next Generation 911 applications. The system will be scalable, affordable, reliable, redundant, and capable of resolving the limitations of the current legacy system. This amendment adjusts the current timeline due to unexpected delays in getting two critical RCLs operational and to add Phase 2 completion dates. The addition of Phase 2 work is per the RFP and original contract's Budget Sheet Budget Assumption that "The addition of funding and tasks to be completed in Phase 2 must be added by amendment to this Contract before work on any Phase 2 tasks may commence." Add the following exhibits to the contract: Domestic iQ Networking Service Exhibit, Domestic Network Diversity Services Exhibit, Local Access Service Exhibit, Backhaul Pricing Attachment and Telecommunications Service Priority Exhibit. These need to be included as a requirement for the Military Department to receive lower payment requirements.			
11. AMENDMENT TERMS AND CONDITIONS:			
<p>1. Change contract expiration date from June 30, 2010 to June 30, 2011.</p> <p>2. Change the contract amount from \$1,238,910 to \$6,880,910; an increase of \$5,642,000 to complete Phase 2 work..</p> <p>3. Make changes to the Special Terms and Conditions as found in Attachment A to this amendment.</p> <p>4. Add a new article to the Special Terms and Conditions as ARTICLE VII: (NEW) Addition of Services To reduce recurring charges, the Department agrees to add the following Services to the contract as follows:</p> <ul style="list-style-type: none"> ➤ Domestic iQ Networking Service Exhibit ➤ Domestic Network Diversity Services Exhibit ➤ Backhaul Pricing Attachment ➤ Local Access Service Exhibit ➤ Telecommunications Service Priority Service Exhibit <p>The Services incorporated by these exhibits and their associated pricing attachments are added to Attachment D – Revised Budget Sheet. These services are added to, and constitute a part of, the Contract and the existing Services. The definition of Services in the Contract will include the services in the Service Exhibits incorporated in this Amendment.</p> <p>5. Make changes to the Statement of Work as found in Attachment B to this amendment. Add Phase 2 work.</p> <p>6. Replace the original timeline in its entirety with the Revised Timeline as found in Attachment C to this amendment.</p> <p>7. Add the additional exhibits and attachment with rate breakdowns to the original budget sheet as found in Attachment D-Revised Budget Sheet.</p>			
This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.			
IN WITNESS WHEREOF, the parties hereto have executed this amendment:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
 Signature _____ Date 6-14-10		 Signature _____ Date 6/11/2010	
James M. Mullen, Director Emergency Management Division Washington State Military Department		Richard Fernandez Susan Baker Director, Offer Management - Staff Analyst	
APPROVED AS TO FORM: Brian E. Buchholz (signature on file) 3/12/2010 Assistant Attorney General		for Qwest Communications Company, LLC fka Qwest Communications Corporation (QCC)	

ATTACHMENT A

ARTICLE I – COMPENSATION SCHEDULE

a. **Change** Payment Provisions item c. End Date **from** June 30, 2010 **to** June 30, 2011.

ARTICLE II -- REPORTS

Replace Article II – Reports, Amendment A, in its entirety **with** the following:

In addition to the reports as may be required elsewhere in this Contract, the Contractor shall prepare and submit the following reports to the Department's Key Personnel:

<u>Financial</u>	<u>#/Copies</u>	<u>Completion Date</u>
Monthly Invoice	1	Within 30 days of the end of the period in which the work was performed.
Final Invoice (shall not exceed overall Contract amount)	1	No later than July 30, 2011

All Contract work must end on June 30, 2010, however the Contractor has up to 30 days after the Contract end date to submit all final billing.

<u>Technical</u>	<u>#/Copies</u>	<u>Completion Date</u>
Phase 1:		
Qwest Test PSAP tested and accepted	1	January 1, 2010
ESINet Connections to PSAPs	1	February 15, 2010
Connectivity between 911 Tandems and RCLs, Qwest and Verizon	1	March 15, 2010
Island and Benton County Database Conversions	1	February 28, 2010
Integration Testing and acceptance at 1st PSAP	1	March 15, 2010
Integration Testing and acceptance at remaining 7 PSAPs	1	June 30, 2010
Phase 2:		
Database Conversions	1	January 15, 2011
ESINet Connections to all Phase 2 PSAPs	1	April 15, 2011
Connectivity between 911 Tandems and RCLs, Qwest and Verizon	1	April 15, 2011
Integration Testing and Acceptance at all Phase 2 PSAPs	1	May 25, 2011

All Contract work must be delivered either electronically or in hard copy to the Military Department no later than June 30, 2011 unless otherwise changed by amendment.

Pricing. Any new rates applicable to Customer's existing services will become effective upon execution of this amendment and then at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

ATTACHMENT B

CHANGES AND ADDITIONS TO THE ORIGINAL STATEMENT OF WORK

Within "The Contractor Agrees To":

- 1) Item 3.e. **Change** the date the integration testing and acceptance at the remaining seven county PSAPs will be completed by **from** May 25, 2010 **to** June 30, 2010.
- 2) **Add** Item 3.f. Database conversions for all Phase 2 PSAPs completed by January 15, 2011.
- 3) **Add** Item 3.g. ESINet connections to all Phase 2 PSAPs completed by April 15, 2011.
- 4) **Add** Item 3.h. Connectivity between all Phase 2 Qwest and Verizon 911 tandems and RCLs completed by April 15, 2011.
- 5) **Add** Item 3.i. Integration testing and acceptance at all Phase 2 PSAPs completed by May 25, 2011.
- 6) Item 5. **Change** "After acceptance of the ESINet at all eight (8) test PSAPs ..." **to** "After the acceptance of the ESINet at all Washington State PSAPs...". **Add** at the end of the paragraph "The Department agrees to continue payment of ESINet monthly service charges as normal telephone service bills from July 1, 2011 to June 30, 2016 using a standard service agreement separate from this contract.

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ATTACHMENT C

REVISED TIMELINE

Agency	Organization	Date
Washington State Military Department	Qwest Communications Company, LLC (QCC)	June 2010

TASK	DUE DATE (Month/Date/Year)
Qwest Test PSAP accepted	January 1, 2010
ESINet Connections to PSAPs	February 15, 2010
Connectivity between 911 Tandems and RCLs, Qwest and Verizon Island and Benton County Database Conversions	March 15, 2010
Integration Testing and Acceptance at first county PSAP	February 28, 2010
Integration Testing and Acceptance at remaining 7 Phase 1 county PSAPs	March 15, 2010
ESINet connections to remaining phase 2 PSAPs	May 25, 2010
Database conversions for any phase 2 PSAPs	April 15, 2011
Connectivity between 911 tandems and RCLs	January 15, 2011
Integration testing and acceptance at remaining phase 2 PSAPs	APRIL 15, 2011
Final Report/Invoice Due	MAY 25 2011
Contract Expires	July 30, 2011
	June 30, 2011

ATTACHMENT D

REVISED BUDGET SHEET

Qwest MPLS Network with Intrado Database and VoIP gateways

Phase 1: 8 PSAPs	Install	Monthly
T1 local access. (Connections from PSAPs to Qwest MPLS network)	\$10,022	\$12,186
MPLS private ports	\$16,000	\$50,672
Additional Labor (Qwest Technicians) for work on PSAP Premise Equipment related to the project	\$12,800	\$0
Trunks to gateways	\$19,488	\$0
IP routing- per Trunk	\$43,680	\$4,368
Intrado (subcontractor) NG routing and database (charges are based on total ALI records per county per month)	\$0	\$80,876
8.8% sales tax	\$8,975	\$13,033
1 Month TOTAL w/tax	\$110,965	\$161,135
TOTAL PHASE 1 Costs	\$110,965	\$1,127,945
Phase 2: All PSAPs	Install	Monthly
T1 local access. (Connections from PSAPs to Qwest MPLS network)	\$0	\$85,978
MPLS private ports	\$0	\$94,386
Additional Labor (Qwest Technicians) for work on PSAP Premise Equipment related to the project	\$105,600	\$0
Trunks to gateways	\$51,668	\$13,832
IP routing- per Trunk	\$332,150	\$38,124
Intrado (subcontractor) NG routing and database (charges are based on total ALI records per county per month)	\$0	\$444,122
8.8% sales tax	\$43,069	\$59,527
1 Month TOTAL w/tax	\$532,487	\$735,970
TOTAL PHASE 2 Costs	\$532,487	\$5,109,513
PROJECT GRAND TOTAL	\$6,880,910	

Budget Assumptions:

- Qwest test PSAP costs are included in existing network billing.
- General overhead, travel and development costs are included in the project pricing stated above.
- After acceptance of the ESINet at the eight Phase 1 PSAPs, the Phase 1 requirements of the Contract will be met (for both recurring and non-recurring charges).
- Assumes ESINet routing and database monthly charges will be incremental to current ALI charges.
- Install charges for local access and private ports waived if kept for minimum service period of 12 months (under contract).
- Total Phase 2 monthly costs based on an incremental increase as PSAPs are converted to the ESINet.
- Beyond the end of the Contract term, future recurring monthly service charges will transition to regular service billing and will be submitted as a normal telephone service bill.

Funding Source: PI#79692, NG911 Projects

**QWEST COMMUNICATIONS COMPANY, LLC
DOMESTIC QWEST IQ® NETWORKING SERVICE EXHIBIT**

1. General; Definitions. Capitalized terms not defined herein are defined in the Contract. Qwest will provide Domestic Qwest IQ Networking service ("Service") under the terms of the Contract and this Service Exhibit.

"Mail Bagging" is the process of storing e-mails for later delivery when Customer's primary mail server is unavailable.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Start of Service Date" means the date Qwest notifies Customer that the Service is provisioned and ready for use.

2. Service.

2.1 Description. Service is a data and IP solution that is designed for private communications between Customer's sites or public Internet connectivity. Service includes ports and features and the rate of data transmission and features will vary depending upon the specific type of port ("Port") ordered. Service is subject to the Qwest IQ Networking SLA, which provides Customer's sole remedy for any service interruptions or deficiencies. Qwest reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and Qwest mutually agree to prior to submitting a Service order request. Qwest must approve each Order Form and Customer must send it via e-mail, fax, or other Qwest-approved electronic process to Qwest. Subject to availability, Qwest will use commercially reasonable efforts to secure domain names and assign Internet address space for the benefit of Customer during the term. Neither Customer nor any End Users will own or route these addresses. Qwest owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

2.2 Ports and Features. Ports are available in a variety of speeds, ranging from 56 Kbps to 2.4 Gbps, and in three unique Port types. Different features are included within each Port type. The local access connection between a Customer location and a Port is provided pursuant to the Local Access Service Exhibit. The three Port types are:

(a) **Internet Port.** Internet Ports provide Customer locations with connectivity to the Internet. If Customer is using frame relay access to an Internet Port, Customer is permitted to burst beyond the applicable Committed Information Rate ("CIR") to full Port speed based upon bandwidth availability.

(b) **Private Port.** Private Ports provide WAN connectivity between Customer locations. Customer may allocate traffic to point-to-point layer 2 Virtual Private LAN Service ("VPLS") or layer 3 Multi Protocol Label Switching ("MPLS") connections with template-based Quality of Service ("QoS") traffic prioritization (a description of QoS features is available upon request). Private Ports may have traffic allocated to a maximum of five different point-to-point layer 2 VPLS instances, or layer 3 MPLS Closed User Groups ("CUGs"). Private Ports with VPLS are supported on Qwest-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. QoS with Ethernet Private Ports is only available on 1000 Mbps Ports and the access must be ELA over SONET. The following features are not available with Private Ports with VPLS: (i) usage reports; (ii) the Precise Burstable or Data Transfer pricing methodologies; (iii) the SLA's Reporting Goal; and (iv) End-to-End Performance Reporting.

(c) **Enhanced Port.** Enhanced Ports provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of five different point-to-point layer 2 connections or layer 3 MPLS CUGs.

2.3 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature that is available with Enhanced Ports. Secure IP Gateway brings more functionality to Enhanced Port(s) by adding a network-based firewall feature. SIG enforces Customer-defined Network Address Translation ("NAT") policies and firewall rule sets. If SIG is configured on any port within a Customer CUG, then all ports within the CUG must be Enhanced Ports.

2.4 Mail Bagging. Customer may order Mail Bagging in connection with Internet Ports. Mail Bagging automatically attempts to send any stored e-mails to Customer for up to 72 hours, after which the stored e-mail will be deleted. Mail Bagging is provided on a month to month basis and either party may cancel the service with 30 days written notice to the other party. Mail Bagging is not subject to the SLA. Qwest reserves the right to modify the Mail Bagging service, including without limitation, rates and charges, upon 30 calendar days prior notice to Customer.

2.5 End-to-End Performance Reporting. Customer may order End-to-End Performance Reporting in connection with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. The End-to-End Performance Reporting feature collects data from Customer's traffic within its CUGs and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between Qwest's routers, and between Customer's edge routers and Qwest's routers. End-to-End Performance Reporting is provided on a month-to-month basis and either party may cancel this service with 30 days' written notice to the other party. If Customer chooses to order End-to-End Performance Reporting, Customer must order it for all of its Private Ports and/or Enhanced Ports, and Customer agrees to include Qwest as a member of each CUG. Qwest will provide reports to Customer in the Qwest Control[®] portal. The data contained in End-to-End Performance Reporting is measured differently than the goals contained in the SLA. This data is for informational purposes only and will not entitle Customer to any SLA credits.

2.6 Multicast. Multicast is an optional feature that enables IP multicast on the Qwest IP network and is available with Qwest iQ Networking Private Ports and the Private Port functionality of Enhanced Ports. Customer must configure its Customer Edge ("CE") devices with Qwest-designated multicast protocol specifications. Qwest allows up to ten sources of multicast traffic per Customer, but Qwest may permit a limited number of additional sources on an individual case basis and at its discretion. Customer must use the Qwest-designated IP address range for Customer's multicast applications.

2.7 Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Contract, Qwest makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

3. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Contract (or, if applicable, an amendment to the Contract if this Service Exhibit is added to the Contract after its Effective Date) and will remain in effect until canceled. Either party may cancel this Service Exhibit with at least 60 days prior written notice to the other party. For any Port that does not remain installed for 12 months from the Start of Service Date, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to that Port unless the Port is canceled by Customer for Cause.

4. Charges.

4.1 Port Pricing. Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may not change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port. Customer may: (a) upgrade a Port to a higher bandwidth within the same pricing methodology (e.g., from a DS1 to a DS3); or (b) upgrade a Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) without incurring an early Cancellation Charge for the canceled Port. All upgraded Ports must remain installed for a minimum of 12 months from the date of the upgrade. If the upgraded Port does not remain installed for 12 months from the date of the upgrade, Customer will pay to Qwest a Cancellation Charge equal to the standard NRC rate applicable to the upgraded Port.

In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer is obligated to pay all applicable MRCs and NRCs set forth in the Pricing Attachment. Charges will commence within five days of the Start of Service Date. The rates set forth in the Pricing Attachment do not include any costs associated with local access, CPE, or any other Services used in conjunction with Qwest iQ Networking Service, all of which are additional.

4.2 Pricing Methodologies. Customer understands that it cannot order international Service pursuant to this Service Exhibit. If Customer wishes to order any such international Services, Customer must execute a separate Service Exhibit.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 Kbps to 384 Kbps, 384 Kbps to 256 Kbps) within the applicable Port classification (e.g., DS1, DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

(c) Precise Burstable. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. For each Precise Burstable Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. Within each Precise Burstable Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Precise Burstable pricing table ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage. Precise Burstable pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. AUP. All use of the Services must comply with the AUP, posted at <http://www.qwest.com/legal/> and incorporated by reference into this Service Exhibit. Qwest may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect Qwest's network and customers, and such change will be effective upon posting to the Web site. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of Qwest's networks, systems, services, Web sites, and products.

PRICING ATTACHMENT

1. Port Pricing Tables. Pricing for Internet Ports is affected if access to the Port is over frame relay ("FR Access"). Pricing for Private Port and Enhanced Ports does not change depending on which type of access to the Port is used. Some Port types or Port speeds may not be available in all areas or with certain types of access.

1.1 Flat Rate Pricing.

Flat Rate	NRC (each)	Private Port MRC (each)
DS1	\$500.00	\$264.00
2 x DS1 (3 Mbps)	\$1,000.00	\$525.00
3 x DS1 (4.5 Mbps)	\$1,000.00	\$784.50
4 x DS1 (6 Mbps)	\$1,000.00	\$1,043.00
5 x DS1 (7.5 Mbps)	\$1,000.00	\$1,300.00
6 x DS1 (9 Mbps)	\$1,000.00	\$1,560.00
DS3	\$2,000.00	\$2,925.00

1.1.1 NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Contract or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Contract) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

QWEST COMMUNICATIONS COMPANY, LLC
DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT

1. General; Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Contract. Qwest will provide Domestic Network Diversity enhancements ("Service" or "Diversity") to underlying services in the continental United States under the terms of the Contract, RSS, and this Service Exhibit.

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same Qwest POP as the primary circuit.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means Qwest Provided Access using Ethernet technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a Qwest POP where IP edge routers are located on the Qwest Domestic Network and Qwest iQ® Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"Qwest POP" means a point of presence ("POP") on the Qwest Domestic Network.

"Qwest Domestic Network" means the Qwest operated facilities located within the 48 contiguous states that consist of transport POPs, physical media, switches, circuits, and/or ports that are operated solely by Qwest.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the Qwest Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating Qwest transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at <http://www.qwest.com/legal/>, which is subject to change.

"Special Access" means Qwest Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate Qwest switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different Qwest POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the Qwest Domestic Network transport systems between the originating and terminating Qwest POP buildings, subject to availability. At Customer's request and subject to availability, Qwest will provision diversely related Underlying Services from different Qwest POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved Qwest service offering on the Qwest Domestic Network that also supports Diversity.

2. Service.

2.1 Description. Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the Qwest provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. Qwest only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. Qwest's Underlying Services include: Domestic Private Line Service, Ethernet Private Line, QWave[®] Service, Qwest iQ Networking Service (including Internet Ports, Private Ports, and Enhanced Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Contract, Service Exhibits, and/or RSS applicable to the Underlying Services.

2.2 Diversity Configurations. Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities.

(a) Domestic Private Line Diversity Service. Domestic Private Line Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. Qwest does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. Qwest's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(b) Ethernet Private Line Diversity Service. Ethernet Private Line Diversity Service is offered at 50 Mbps, 100 Mbps, 150 Mbps, and 1000 Mbps transmission rates. Qwest's routing of the diverse Ethernet Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Ethernet Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(c) QWave Diversity Service. QWave Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating Qwest POP at 1 GbE, 2.5 Gbps and 10 Gbps transmission rates. QWave Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(d) Qwest iQ Networking Diversity Service. Qwest iQ Networking is offered at DS-1, IMA (2xDS-1 up to 8xDS-1s)*, DS-3, OC-3, OC-12 and OC-48 transmission rates. Qwest iQ Networking Diversity Service is offered in the following configurations but not in combination: POP Diversity (Single Circuit or Primary and Diverse Circuit), Device Diversity, or Card Diversity. Qwest iQ Networking Single Circuit Diversity on the Qwest Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(e) ATM/Frame Relay Diversity Service. ATM Diversity Service is offered at DS-1, IMA (2xDS-1 up to 8xDS-1s)*, DS-3, OC-3, and OC-12 transmission rates and Frame Relay Diversity Service is offered at DS-1 and DS-3 transmission rates. ATM/Frame Relay Diversity is offered in the following configurations, but not in combination: POP Diversity, Switch Diversity or Card Diversity. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(f) Long Distance Diversity Service. Long Distance Diversity Service is offered at DS-1, DS-3, OC-3, OC-12, and OC-48 transmission rates. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit. Long Distance Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity, Switch Diversity, or Card Diversity. Long Distance Single Circuit Diversity on the Qwest Domestic Network means a circuit that is routed to a specified Qwest voice switch.

2.3 Local Access Diversity Service. Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the Qwest provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at DS-1, 2xDS-1 up to 8xDS-1*, DS-3, OC-3, OC-12, and OC-48 transmission rates; or (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps) and may include Qwest ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. Qwest does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

2.4 Ordering of Diversity Services. Upon acceptance of an Order Form, Qwest will notify Customer of its target date for the delivery of each Service ("Customer Commit Due Date"). Qwest will use commercially reasonable efforts to install each Service on or before the Customer Commit Due Date, but the inability of Qwest to deliver Service by that date will not be a default under the Contract.

2.5 Service Conditions.

(a) Qwest will not provide special construction as part of the Service. Any requests for special construction are handled on an individual case basis.

(b) Customer understands and agrees that Qwest has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that Qwest will not attempt to identify and/or manage other carrier's facilities as part of the Service. Customer understands and agrees that Diversity is offered on On-Net facilities only. Furthermore, Customer understands and agrees that Qwest may rearrange (groom) Customer's circuits in accordance with standard Qwest network maintenance activities. If a Qwest-initiated network rearrangement removes the Customer's diversity, then Qwest will notify Customer to determine alternative Diversity solutions, if any.

(c) Customer may experience increased latency on diversely routed circuit(s) as a result of increased actual routing mileage.

(d) Single Diverse Circuit Additional Mileage Charges. If Qwest, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, Qwest may charge Customer actual mileage charges on the Underlying Service.

(e) Customer acknowledges that diverse circuits must have traffic on them in order for Qwest to monitor connectivity.

3. Term; Cancellation. The term of this Service Exhibit will begin on the Effective Date of the Contract (or, if applicable, an amendment to the Contract if Customer adds this Service Exhibit after the Effective Date of the Contract) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service. In the event Customer cancels Diversity on an Underlying Service, Customer will pay for the Diversity provided through the effective date of the cancellation and all third party cancellation charges that apply.

4. Charges. Customer will pay all charges set forth in a valid quote sheet attached to the Order Form for Diversity or in a Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for Qwest iQ Networking (including Internet Ports, Private Ports, and Enhanced Ports) ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit and for iQ Networking service, the Backhaul Pricing Attachment will be attached to this Service Exhibit. Billing will begin once the circuit is available for testing or use by Customer with the Diversity activated or once Diversity has been added to an existing circuit. List rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount.

* The DS-1s within an Nx bundle must all connect to the same POP.

PRICING ATTACHMENT

Location	NPA/NXX	Bandwidth	Minimum Service Term	MRC (each)	NRC (each)
Diversity Enhancement - Primary Loop	Various	DS-1	60 Months	\$100.00	\$0.00
Diversity Enhancement - Secondary Loop	Various	DS-1	60 Months	\$100.00	\$0.00
Intrado Selective Router 391 Inverness Parkway, Englewood, CO	303/370	DS-3	60 Months	\$150.00	\$0.00
Colorado Springs, CO POP - CLSPCO13	719/###	DS-3	60 Months	\$150.00	\$0.00
Intrado Selective Router 50 NE 9th ST, FLR 2 Miami, FL	305/523	DS-3	60 Months	\$150.00	\$0.00
Jacksonville, FL POP -JCVLFLJB	904/###	DS-3	60 Months	\$150.00	\$0.00

**QWEST COMMUNICATIONS COMPANY, LLC
DOMESTIC NETWORK DIVERSITY® SERVICES EXHIBIT
Backhaul Pricing Attachment**

Except as set forth in this Backhaul Pricing Attachment, capitalized terms will have the definitions assigned to them in the Contract and Exhibit.

1. Backhaul Charges. Customer will pay the following POP Diversity backhaul charges for Domestic iQ Networking Services. These charges are not eligible to receive any discounts or promotions. To order Services which require backhaul routing, this Backhaul Pricing Attachment must be attached to the Domestic Network Diversity Service Exhibit. The pricing set forth below is the backhaul MRC for the diversely routed circuit.

Location	Bandwidth	Circuit Size	Minimum Service Period	MRC (each)	NRC (each)
Various Locations	1.544Mbps	DS-1	60 Months	Per Q.Pricer Quotes	\$0.00
Intrado Selective Router NPA/NXX 720/874 391 Inverness Parkway Englewood, CO, 80112 (112 miles to Cheyenne, WY POP)	45Mbps	DS-3	60 Months	\$268.00	\$0.00
Intrado Selective Router NPA/NXX 720/874 391 Inverness Parkway Englewood, CO, 80112 (43 miles to Colorado Springs, CO POP)	45Mbps	DS-3	60 Months	\$268.00	\$0.00
Intrado Selective Router NPA/NXX 305/523 50 NE 9th ST, FLR 2 Miami, FL, 33132 (325 miles to Jacksonville, FL POP)	45Mbps	DS-3	60 Months	\$803.00	\$0.00
Intrado Selective Router NPA/NXX 305/523 50 NE 9th ST, FLR 2 Miami, FL, 33132 (202 miles to Tampa, FL POP)	45Mbps	DS-3	60 Months	\$535.00	\$0.00

**This rate is budgetary only and is mileage sensitive. This price includes \$10.00 for 12 miles from Seattle to Tukwila. The final rate will be determined when a firm order is placed.

QWEST COMMUNICATIONS COMPANY, LLC
LOCAL ACCESS SERVICE EXHIBIT

1. General; Definitions. Capitalized terms not defined herein are defined in the Contract. Qwest will provide Local Access Service ("Service") under the terms of the Contract, the RSS, and this Service Exhibit.

"ATM Local Access" means Leased Access using ATM technology. ATM Local Access is available in bandwidths of DS1, DS3, OC3, and OC12.

"CO Meet Point" means Leased Access (Special Access and ELA only) at a third party local access provider Central Office ("CO") when Customer has a dedicated connection to the CO.

"Collocation" means Customer has leased space in a QPOP, a remote collocation site, or a collocation hotel per a Qwest Collocation Contract.

"Construction" means the special construction required to extend Service to a Customer-requested Demarcation Point not covered by Extended Wiring or other activities that may cause Qwest to incur expenses in connection with provisioning the Service.

"Cross-Connect" means an intra-POP connection between certain Customer facilities with direct access (via collocation or direct connect) to the Qwest Domestic Network (either located within Qwest's transport area or Qwest's collocation area) and the Qwest backbone access point.

"Customer Provided Access" or "CPA" means local access that Customer orders from a third party local access provider to connect the Customer premises to the Qwest Domestic Network at a Demarcation Point specified by Qwest. Qwest will provide Customer with a Limited Letter of Agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as Qwest's agent so that Customer's third party local access provider will connect Customer's premises to the Qwest Domestic Network.

"Demarcation Point" means: (a) the physical interface between the Qwest Domestic Network and the Customer telecommunications equipment; or (b) the physical interface between a third party carrier connecting the Qwest Domestic Network to the Customer's telecommunications equipment.

"Direct Connect" means Qwest in its sole discretion allows Customer to bring its own fiber directly to the Qwest fiber per a valid Direct Connect Agreement.

"DSL Local Access" means Qwest Provided Access using Digital Subscriber Line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 12.280 Mbps/1.024 Mbps.

"ELA" means Ethernet Local Access, which is Qwest Provided Access, Customer Provided Access, or Cross Connect using Ethernet technology. ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross Connect only).

"Estimated Availability Date" means Qwest's target date for the delivery of Service.

"Extended Wiring" means additional wiring required for orders where the Customer Demarcation Point is not located in the same location as the Qwest assigned Demarcation Point.

"Frame Local Access" means Leased Access using Frame Relay technology. Frame Local Access is available at bandwidths varying from 56 kbps to 44,736 kbps.

"Local Loop Move" applies when the Customer requests that Qwest move a circuit to a different Service Address that is not within the same Customer serving wire center as the existing circuit. A Local Loop Move will be deemed a disconnect of the current circuit and a new install of a new circuit. Local Loop Move is applicable for all types of Service.

"Leased Access" means local backbone access circuits ordered and leased by Qwest from another carrier (specific carrier chosen is at the discretion of Qwest).

"Net Rate" is in lieu of all other rates, discounts, and promotions.

"On-Net Access" means local backbone access circuits provided solely on Qwest owned and operated facilities.

"Qwest Domestic Network" means the Qwest network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and/or ports that are operated by Qwest.

"QPOP" means a Qwest-owned physical point of presence that lies directly on the Qwest Domestic Network where direct interconnection between the Qwest Domestic Network and a third party local access provider's network is possible.

"Qwest Provided Access" means either Leased Access or On-Net Access.

"Service Address" means the building where Customer receives the Service. Only a building that is classified by Qwest as a business address can be a Service Address.

"Special Access" means Qwest Provided Access or Customer Provided Access using Digital Signal bandwidths DS0 (Leased Access only), DS1, and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48, and OC192.

"Start of Service Date" means the earliest to occur of: (a) the date on which Customer begins to utilize the Service; or (b) five days following the date on which Service is made available for use by Customer unless Customer notifies Qwest before this date that the Service or the Qwest interexchange carrier service or IP service on the Qwest Domestic Network ("Dedicated Service") associated with the Service does not meet the applicable performance specifications, if any. If Customer notifies Qwest that the Service or the associated Dedicated Service fails to meet the performance specifications, Qwest will use reasonable efforts to remedy that failure and will provide an updated Estimated Availability Date.

"Wavelength Local Access" means Qwest Provided Access, Customer Provided Access, or Cross Connect using wave division multiplexing technology available in bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), and 40 G (OC768).

2. Service Description and Availability.

2.1 Types of Service. Qwest provides three types of Qwest Local Access Service:

(a) Qwest Provided Access. May be either Leased Access or On-Net Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, ATM Local Access, Frame Local Access, and DSL Local Access at the bandwidths listed in the definitions for those access types. Leased Access is also generally available as CO Meet Point. Customer may request a specific local access provider for Leased Access and Qwest will attempt to use the requested provider, but both final routing and the local access carrier used will be at Qwest's sole discretion. On-Net Access is generally available as Special Access, ELA, and Wavelength Local Access.

(b) Customer Provided Access. Customer will pay a CPA charge to Qwest when using: (i) Special Access CPA dedicated facilities or ELA CPA Virtual Local Area Network ("VLAN"), both of which are dedicated entrance facilities Qwest leases from a third party local access provider; or (ii) Ethernet Local CPA POP, which requires Qwest to provide space and power for the third party local access provider to install Ethernet equipment; or (iii) Wavelength Local Access. The CPA will be the responsibility of the customer and Qwest will not pay for or troubleshoot components of the CPA. CPA ELA VLAN is an access type where Qwest will provision and assign an Ethernet Virtual Circuit from the Qwest POP to a customer designated Ethernet facility leased from a common Ethernet Service Provider. This access will be used to connect to a Qwest VLAN assignment on the Qwest Public Internet or Private Network.

(c) Cross-Connect Services. Customer must have an in effect Telecommunications Collocation License Agreement or an in effect Direct Connect Agreement with Qwest to receive Cross-Connects. All Direct Connects require: (i) splicing of Customer and Qwest fibers; (ii) cross-connection of individual circuits; and (iii) an executed Direct Connect Agreement.

2.2 Types of Service Technologies. Qwest uses the following six different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. Special Access at the DS-0 bandwidth is not available as On-Net Access and is only available as Leased Access.

(b) ELA. Installation and capacity of ELA (as ELA native or ELA over SONET) is on an as-available basis and when available, standard installation timeframes will apply. ELA Native is a layer 2, switched, native service. ELA over SONET is a layer 1, SONET-based service. Construction requirements may cause long installation intervals. Similarly, distance and the availability of Ethernet-supported facilities from the carrier may limit capacity. "Protect Route" only applies for ELA and means where requested by Customer and available, Qwest will provide a separate fiber facility path for the protection system between the third party local access provider's serving wire center and the Customer premises. Protect Route ensures backup electronics and two physically separate facility paths are used in the provisioning of the service. If the working facility or electronics fail, or the service performance becomes impaired, the facility automatically switches to the service protect path in order to maintain a near-continuous flow of information between locations.

(c) Frame Local Access.

(d) ATM Local Access.

(e) Wavelength Local Access.

(f) DSL Local Access. Installation and capacity of the DSL Local Access service are on a commercially reasonable basis. Customer may experience delayed installation intervals due to special construction requirements and capacity may be limited due to distance and available DSL-supported facilities from the carrier.

2.3 The Service provides the physical connection between the Service Address and the Qwest Domestic Network. The Service includes any entrance cable or drop wire to that point where provision is made for termination of Qwest's outside distribution network facilities at a suitable location at a Customer designated Service Address and will be installed by Qwest to such point of termination. The Service will extend to and include the equipment maintained by Qwest at the termination point of the local loop at the applicable Service Address (i.e., Demarcation Point) but will not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by Qwest at a Service Address. All equipment owned by Qwest will remain the sole property of Qwest, and Customer expressly disclaims any right, title, or interest in or to any Qwest equipment or property, or in that of any of Qwest's affiliates, Customers, agents, or licensees located within the QPOP or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Under no circumstances will Qwest provide Service to a residential address, even if business is conducted at such residential location. Service is not a standalone service; Customer must purchase the Service in connection with a Qwest service for which a local loop is required. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.qwest.com/legal/>, which is subject to change.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Term, more than 10% of its usage will be interstate usage.

2.5 Ordering. Upon acceptance of an Order Form, Qwest will notify Customer of the Estimated Availability Date of each Service. Once Qwest notifies Customer of the Estimated Availability Date for Service, Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of the order. Qwest will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of Qwest to deliver Service by such date will not be a default under the Contract or this Exhibit.

2.6 Monitoring for Frame Local Access. When providing Frame Local Access, Customer has the option to have Qwest monitor the Service for performance and up/down stats via a management PVC. By ordering Frame Local Access with monitoring, Customer agrees to provide Qwest with access to the serial interface of Customer's CPE to allow Qwest to monitor the availability of Frame Local Access. By ordering Frame Local Access without monitoring, Customer understands that Qwest will not monitor the availability of Frame Local Access.

3. Term; Cancellation.

3.1 Term. The term of any Service begins on the Start of Service Date and continues for the number of months specified in the Qwest-accepted Service Order Form, including any month-to-month continuation (the "Service Term"), which in no event will be less than 12 months from the Start of Service Date ("Minimum Service Term"). Upon expiration of the Minimum Service Term, the Service will automatically renew for the same Term as the Contract. Qwest may change rates at any time after the Minimum Service Term, but will not change rates more than once during a renewal term.

3.2 Cancellation.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. If Customer cancels Leased Access and/or On-Net Access for which no Construction by Qwest is necessary before the Start of Service Date, Customer will pay the Cancellation Charge identified below, based on the bandwidth of the canceled Leased Access and/or On-Net Access Service. If before the Start of Service Date, Customer cancels an On-Net Access or Leased Access circuit for which Customer accepted a Construction fee, Customer will pay: (i) the cancellation fee identified below based on the bandwidth of the On-Net Access or Leased Access Service canceled; (ii) Construction charges; and (iii) any Qwest-incurred cost to provide the Service. But if Qwest notifies Customer that Construction is required to provision Service and Customer cancels Service on that particular circuit because Customer does not approve such Construction, Qwest will not charge a Cancellation Charge for canceling Service on that particular circuit.

Leased Access and On-Net Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up through 1.536 Mbps/1.024 Mbps, Frame Local Access speeds up to 1.5 Mbps	\$150 NRC
DS3, OCn, Local Access speeds greater than 1.536 Mbps/1.024 Mbps, Frame Local Access speeds greater than 1.5 Mbps; all ELA speeds, all Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Access Types—Cancellation After Start of Service Date. If this Exhibit or a particular Service, including circuit that is part of a Local Loop Move, is canceled for reasons other than by Customer for Cause, before the conclusion of the Minimum Service Term of the Service, Customer will pay: (i) all accrued and unpaid charges for the canceled Service provided through the effective date of such cancellation; (ii) the amount of any nonrecurring charges that Qwest discounted or waived; (iii) all installation or Construction costs and expenses incurred by Qwest to install such Service, if applicable; and (iv) a Cancellation Charge. The Cancellation Charge: (v) for circuits not requiring Construction is: A. 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any, for the canceled Service; plus B. 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the applicable Minimum Service Term beyond the first 12 months; or (vi) for Circuits requiring Construction, 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Minimum Service Term.

(c) Upgrades for Qwest Provided Access Service. Notwithstanding anything to the contrary in this Cancellation section and subject to availability, Customer will not be required to pay Cancellation Charges when Customer upgrades existing Qwest Provided Access (the "Existing QPA Service") with new Qwest Provided Access Service along the same physical route and at a higher Service speed (the "Upgraded QPA Service"), but Customer must pay for Construction or other third-party charges related to the Existing QPA Service, if any, not paid previously by Customer. The Upgraded QPA Service will have a new Minimum Service Term beginning on the date of installation.

(d) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide Qwest with a written Disconnect Firm Order Confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide Qwest with the DFOC notice within 30 calendar days of Qwest's receipt of the notice to cancel the CPA, or if Qwest disconnects Customer for nonpayment or material breach of the Contract or this Service Exhibit, then Qwest may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for all applicable MRCs and charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to Qwest; or (ii) either party cancels the associated CPA with the CPA provider.

4. Charges. Customer will pay the Net Rates and install NRCs set forth in the Pricing Attachment, including all applicable ancillary service charges. The Net Rates, including ancillary charges, will not be used to calculate Contributory Charges. If during the provisioning of Service, Qwest incurs additional NRCs for Construction, Extended Wiring, or order supplements to provide the Service, Qwest reserves the right to charge Customer for such charges. Customer will receive the rates for Service as shown on the Pricing Attachment regardless of whether an NPA/NXX split or overlay occurs.

4.1 Ancillary charges before Start of Service Date, may include, but are not limited to:

(a) Construction charges may include, but are not limited to, Construction and other expenses that Qwest may incur in connection with provisioning the service (e.g., special arrangements of LEC facilities or equipment required to activate the Service). The need for Construction is at Qwest's discretion. Construction is available for all types of Service;

(b) Extended Wiring is required when the Customer-requested Demarcation Point is not the same as the Qwest-assigned Demarcation Point. The Qwest Demarcation Point is typically located in the basement or on the first floor of a customer premises. Extended Wiring is only applicable for these types of Qwest Provided Access: Special Access (Leased Access only), and DSL Local Access;

(c) Local Loop order cancellation applies when the Customer cancels the order before the Start of Service Date. Local Loop order cancellation is applicable for all types of Service;

(d) Local Loop expedite applies to orders where Customer requests the delivery of Service one or more days before Qwest's standard interval delivery date. Local Loop expedite is only applicable for these types of Qwest Provided Access: Special Access (Leased Access only), ATM Local Access, Frame Local Access, and DSL Local Access; and

(e) Multiplexing is offered at Customer's request and where available. Qwest will multiplex lower level local access circuits into a higher local access circuit, or vice-versa, for an additional charge. Qwest offers multiplexing at QPOP, at an On-Net building or at an ILEC/CLEC facility providing the Local Access network. For multiplexing at a Qwest On-Net local access facility, Qwest provides multiplexed circuit handoffs to the Customer at the same On-Net Service Address. For multiplexing at ILEC/CLEC facility, Qwest facilitates the delivery of multiplexed circuit handoffs to the customer at a single service address or at multiple service addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. The pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis. Multiplexing is only applicable for this type of Qwest Provided Access: Special Access.

4.2 Ancillary charges after Start of Service Date, may include, but are not limited to:

(a) Local Loop change applies to orders where the Customer requests that Qwest move a circuit to a different Service Address within the same Customer serving wire center. Local Loop change is applicable for all types of Service; and

(b) Local Loop Move. As defined in the General; Definitions section.

4.3 Grooming. If Qwest finds it necessary to groom a circuit on which Service is provided, Qwest will provide a grooming notice to Customer. For CPA grooming, Customer will provide a signed LOA to Qwest so that Qwest can order the necessary changes. Within 20 calendar days of receipt of that notice, Customer will: (a) notify Qwest of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that Qwest provide Customer with a LOA so that Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If Customer agrees to a groom on CPA and the groom results in Customer incurring additional NRCs from their third-party local access provider and Customer provides sufficient proof of the third-party charge, Qwest will issue a credit to Customer equal to the third-party NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, Qwest will, upon 20 calendar day's prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a grooming notice or refuses a groom on CPA, Customer must either: (a) provide Qwest with a LOA/CFA so that Qwest can have the third-party local access provider cancel the circuit; or (b) work directly with the third-party local access provider to cancel the circuit. If Customer does neither of these things, Qwest will pass through to Customer any costs incurred from the third-party local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the Qwest facility, as identified by Qwest, to which Customer must order local access services for connection to the Qwest Domestic Network.

PRICING ATTACHMENT

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Contract or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected, i.e., Qwest Provided Access, Customer Provided Access, or Cross-Connect. In addition, Customer will pay all MRCs or NRCs for any supplemental Services; i.e., Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee, or Multiplexing.
2. Subject to a valid, accurate Order Form, Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the current Order Form date. Customer will pay any additional Construction charges that arise during provisioning of a circuit. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates for the correct NPA/NXX or CLLI or Service Address.

NPA/NXX	Service Address	Type of Local Access	Minimum Service Term in months (per Service)	Circuit Speed	Local Access Net Rate MRC (each) *	Install NRC (each)
206296	7300 PERIMETER RD S, SEATTLE, WA, 98108	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
206386	105 5TH AVE S, SEATTLE, WA, 98104	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
206386	105 5TH AVE S, SEATTLE, WA, 98104	Leased	60 Months	4xDS-1	\$800.00	\$1,220.00
206423	3511 NE 2ND ST, RENTON, WA, 98056	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
206423	3511 NE 2ND ST, RENTON, WA, 98056	Leased	60 Months	5xDS-1	\$1,000.00	\$1,525.00
206423	3511 NE 2ND ST, RENTON, WA, 98056	Leased	60 Months	6xDS-1	\$1,200.00	\$1,830.00
206439	17801 INTERNATIONAL BLVD, SEATAC, WA, 98158	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
206543	1117 NE BOAT ST, SEATTLE, WA, 98105	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
206591	415 TACOMA AVE S, TACOMA, WA, 98402	Leased	60 Months	DS-1	\$200.00	\$305.00
206684	810 VIRGINIA ST, SEATTLE, WA, 98101	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
206684	810 VIRGINIA ST, SEATTLE, WA, 98101	Leased	60 Months	5xDS-1	\$1,000.00	\$1,525.00

253372	27519 108TH AVE SE, KENT, WA, 98030	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
253372	27519 108TH AVE SE, KENT, WA, 98030	Leased	60 Months	5xDS- 1	\$1,000.00	\$1,525.00
253372	27519 108TH AVE SE, KENT, WA, 98030	Leased	60 Months	6xDS- 1	\$1,200.00	\$1,830.00
253536	2502 112TH ST E, TACOMA, WA, 98445	Leased	60 Months	DS-1	\$200.00	\$305.00
253798	2415 S 35TH ST, TACOMA, WA, 98409	Leased	60 Months	3xDS- 1	\$600.00	\$915.00
253825	1705 WELLS ST, ENUMCLAW, WA, 98022	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
253841	1531 39TH AVE SE, PUYALLUP, WA, 98374	Leased	60 Months	DS-1	\$200.00	\$305.00
253862	133 S CEDAR ST, BUCKLEY, WA, 98321	Leased	60 Months	DS-1	\$200.00	\$305.00
253863	1104 MAPLE ST, SUMNER, WA, 98390	Leased	60 Months	DS-1	\$200.00	\$305.00
253922	3737 PACIFIC HWY E, FIFE, WA, 98424	Leased	60 Months	DS-1	\$200.00	\$305.00
253967	6071 N 16th Street, Bldg 6071, Ft. Lewis, WA, 98433	Leased	60 Months	DS-1	\$200.00	\$305.00
253982	100 McCord AFB, McCord AFB, WA, 98438	Leased	60 Months	DS-1	\$200.00	\$305.00
253983	5000 STEILACOOM BLVD SW, TACOMA, WA, 98499	Leased	60 Months	DS-1	\$200.00	\$305.00
303370	391 INVERNESS PKWY, ENGLEWOOD, CO, 80112	Leased	60 Months	DS-3	\$1,559.00	\$314.00
303370	391 INVERNESS PKWY, ENGLEWOOD, CO, 80112	Leased	60 Months	DS-3	\$1,559.00	\$314.00
305523	50 NE 9TH ST, FLR 2, MIAMI, FL, 33132	Leased	60 Months	DS-3	\$300.00	\$0.00
305523	50 NE 9TH ST, FLR 2, MIAMI, FL, 33132	Leased	60 Months	DS-3	\$300.00	\$0.00
360307	911 CARVER ST W, BREMERTON, WA, 98312	Leased	60 Months	2xDS- 1	\$400.00	\$610.00
360378	96 2ND ST N, FRIDAY HARBOR, WA, 98250	Leased	60 Months	DS-1	\$235.00	\$475.00
360385	1310 LAWRENCE ST, PORT TOWNSEND, WA, 98368	Leased	60 Months	DS-1	\$200.00	\$305.00
360385	81 ELKINS RD, PORT HADLOCK, WA, 98339	Leased	60 Months	DS-1	\$200.00	\$305.00
360417	321 E 5TH ST, PORT ANGELES, WA, 98362	Leased	60 Months	DS-1	\$200.00	\$305.00
360426	525 W COTA ST, SHELTON, WA, 98584	Leased	60 Months	DS-1	\$200.00	\$305.00
360428	2911 E COLLEGE WAY, MOUNT VERNON, WA, 98273	Leased	60 Months	2xDS- 1	\$400.00	\$0.00
360449	11018 NE 51ST CIR, VANCOUVER, WA, 98682	Leased	60 Months	DS-1	\$200.00	\$314.00

360478	4811 WERNER RD, BREMERTON, WA, 98312	Leased	60 Months	DS-1	\$200.00	\$305.00
360533	1006 N H ST, ABERDEEN, WA, 98520	Leased	60 Months	DS-1	\$200.00	\$305.00
360577	312 1ST AVE, KELSO, WA, 98626	Leased	60 Months	DS-1	\$200.00	\$305.00
360658	2700 16th Street NE, Marysville, WA, 98271	Leased	60 Months	DS-1	\$200.00	\$0.00
360676	1800 BROADWAY, BELLINGHAM, WA, 98225	Leased	60 Months	DS-1	\$200.00	\$314.00
360676	620 ALABAMA ST, BELLINGHAM, WA, 98225	Leased	60 Months	DS-1	\$200.00	\$314.00
360679	840 SE BARRINGTON DR, OAK HARBOR, WA, 98277	Leased	60 Months	DS-1	\$200.00	\$0.00
360704	2703 PACIFIC AVE SE, OLYMPIA, WA, 98501	Leased	60 Months	DS-1	\$200.00	\$314.00
360737	710 W 13TH ST, VANCOUVER, WA, 98660	Leased	60 Months	2xDS- 1	\$400.00	\$628.00
360740	360 NW NORTH ST, CHEHALIS, WA, 98532	Leased	60 Months	DS-1	\$200.00	\$305.00
360795	64 MAIN ST, CATHLAMET, WA, 98612	Leased	60 Months	DS-1	\$370.00	\$475.00
360875	300 MEMORIAL DR, SOUTH BEND, WA, 98586	Leased	60 Months	DS-1	\$200.00	\$475.00
425388	1121 SE EVERETT MALL WAY, EVERETT, WA, 98208	Leased	60 Months	4xDS- 1	\$800.00	\$0.00
425391	132 E SUNSET WAY, ISSAQUAH, WA, 98027	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
425452	450 110TH AVE NE, BELLEVUE, WA, 98004	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
425487	18410 101ST AVE NE, BOTHELL, WA, 98011	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
425556	8701 160TH AVE NE, REDMOND, WA, 98052	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
425587	123 5TH AVE, KIRKLAND, WA, 98033	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
425649	2803 156TH AVE SE, BELLEVUE, WA, 98007	CO Meet Point	60 Months	DS-1	\$32.00	\$0.00
425775	6204 215TH ST SW, MOUNTLAKE TERRACE, WA, 98043	Leased	60 Months	4xDS- 1	\$800.00	\$0.00
509227	6403 W ROWAND RD, SPOKANE, WA, 99224	Leased	60 Months	DS-1	\$200.00	\$314.00
509247	110 E FAIRCHILD HWY, FAIRCHILD AIR FORCE BASE, WA, 99011	Leased	60 Months	DS-1	\$200.00	\$314.00
509249	2715 RUDKIN RD, UNION GAP, WA, 98903	Leased	60 Months	DS-1	\$200.00	\$314.00

509382	341 E MAIN ST, DAYTON, WA, 99328	Leased	60 Months	DS-1	\$200.00	\$305.00
509422	149 4TH AVE N, OKANOGAN, WA, 98840	Leased	60 Months	DS-1	\$200.00	\$305.00
509427	240 VANCOUVER AVE, STEVENSON, WA, 98648	Leased	60 Months	DS-1	\$1,186.00	\$20.00
509527	27 N 2ND AVE, WALLA WALLA, WA, 99362	Leased	60 Months	DS-1	\$200.00	\$305.00
509532	1620 N REBECCA ST, SPOKANE, WA, 99217	Leased	60 Months	3xDS- 1	\$600.00	\$942.00
509532	3801 E FARWELL RD, MEAD, WA, 99021	Leased	60 Months	2xDS- 1	\$400.00	\$628.00
509546	1016 N 4TH AVE, PASCO, WA, 99301	Leased	60 Months	DS-1	\$200.00	\$305.00
509546	502 W BOEING ST, PASCO, WA, 99301	Leased	60 Months	DS-1	\$200.00	\$305.00
509575	200 S 3RD ST, YAKIMA, WA, 98901	Leased	60 Months	DS-1	\$200.00	\$314.00
509575	401 N FRONT ST, YAKIMA, WA, 98901	Leased	60 Months	DS-1	\$200.00	\$314.00
509628	651 TRUMAN AVE, RICHLAND, WA, 99352	Leased	60 Months	2xDS- 1	\$470.00	\$0.00
509634	28 OKANOGAN ST, MALOTT, WA, 98829	Leased	60 Months	DS-1	\$200.00	\$305.00
509659	210 W BROADWAY AVE, RITZVILLE, WA, 99169	Leased	60 Months	DS-1	\$821.00	\$475.00
509662	140 S MISSION ST, WENATCHEE, WA, 98801	Leased	60 Months	DS-1	\$235.00	\$0.00
509665	2822 EUCLID AVE, WENATCHEE, WA, 98801	Leased	60 Months	DS-1	\$235.00	\$0.00
509684	270 E BIRCH AVE, COLVILLE, WA, 99114	Leased	60 Months	DS-1	\$200.00	\$305.00
509725	450 LOGAN ST, DAVENPORT, WA, 99122	Leased	60 Months	DS-1	\$235.00	\$475.00
509762	6500 32ND AVE NE, MOSES LAKE, WA, 98837	Leased	60 Months	DS-1	\$200.00	\$305.00
509773	205 S COLUMBUS AVE, GOLDENDALE, WA, 98620	Leased	60 Months	DS-1	\$996.00	\$20.00
509775	175 N JEFFERSON ST, REPUBLIC, WA, 99166	Leased	60 Months	DS-1	\$1,006.00	\$0.00

*Local Access pricing assumes zero-mile "green" local loops priced at \$200 for DS1, \$400 for 2xDS1, and \$800 for 4xDS1; if site doesn't qualify as a "green" local loop, Q.Pricer[®] rates apply.

NRC Waiver. Qwest NRCs specified above are waived so long as such Service ordered hereunder and subject to this waiver remains installed and used by Customer for at least twelve (12) consecutive months ("Minimum Waiver Term"). If this Contract or any Service subject to this waiver is terminated or cancelled prior to the conclusion of the Minimum Waiver Term for reasons other than a default by Qwest, Customer shall be required, within thirty (30) days of such termination to repay (in addition to any applicable early termination fees set forth in the Contract) the amount of the applicable Qwest NRC(s) waived pursuant to this section.

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and Qwest must execute a separate amendment to this Contract.

QWEST COMMUNICATIONS COMPANY, LLC
TELECOMMUNICATIONS SERVICE PRIORITY SERVICE EXHIBIT

1. General/Definitions. Capitalized terms not defined herein are defined in the Agreement. Qwest will provide Telecommunications Service Priority ("Service" or "TSP") for National Security/Emergency Preparedness ("NS/EP") pursuant to the terms and conditions of the Agreement and this Service Exhibit.

"NS/EP Telecommunication Services" means those telecommunications services which are used to maintain a state of readiness or to respond to and manage any event or crisis as set forth in 47 CFR Part 64; Appendix A.

"Office of Priority Telecommunications ("OPT")" means the federal agency responsible for the administration and execution of the TSP Program.

"TSP Authorization Code" means a 12-digit alphanumeric code issued by OPT with the TSP control identifier and the TSP priority levels that identify the provisioning and restoration priority-level assignment for a particular circuit.

"TSP Program" means the system that authorizes priority treatment to certain domestic telecommunications services for which provisioning or restoration priority levels have been requested, assigned, and approved in accordance with 47 CFR Part 64, Appendix A.

2. Service.

2.1 Description. Telecommunications Service Priority allows Qwest to provision and restore Customer's NS/EP Telecommunications Services with TSP Authorization Codes before services without such assignments as set forth in 47 CFR part 64, Appendix A. TSP Service is available on Qwest services that have a unique and identifiable circuit identification number. The Service is only provided per-circuit on an end-to-end basis where the entire circuit is provided by Qwest (i.e., Qwest provides both the interexchange service and the local access) so that the entire circuit is included in the TSP designation. The underlying NS/EP Telecommunications Service is offered pursuant to the terms and conditions of the Agreement, Service Exhibit, and/or Services Schedule applicable to the service. TSP service is only available to federal, state, and local government users and certain private sector organizations that have services that support an NS/EP function.

2.2 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its usage will be interstate usage.

2.2 Ordering. Qwest will provide the Service in accordance with 47 CFR Part 64, Appendix A and if: (a) Customer provides Qwest with a valid TSP Authorization code issued by the OPT for each circuit, via an Order Form; and (b) the Order Form is accepted by Qwest. Qwest will not accept TSP assignments or orders without an assigned TSP Authorization Code. TSP restoration priorities must be requested and assigned via an Order Form before a service outage occurs in order to have priority restoration.

3. Term; Cancellation. The Service will become effective upon Qwest's acceptance of an order form and will terminate upon Customer's written notice of termination to Qwest or OPT's revocation of the TSP Authorization Code. Service will automatically expire should Customer terminate the circuit. In the event Customer cancels Service, Customer will pay for the Service provided through the effective date of the cancellation and any third-party cancellation fees Qwest may incur as a result of the termination.

4. Charges. "Pricing Attachment" means the attached document containing Service rates, which is incorporated by reference and made a part of this Service Exhibit. Customer will pay all applicable MRCs and NRCs as set forth in the Pricing Attachment or Order Form. The rates set forth in the Pricing Attachment do not include costs associated with local access. The rates will be used to calculate Contributory Charges. The Service is not entitled to the QTA Discount. Qwest reserves the right to modify rates with 30 days written notice to Customer.

PRICING ATTACHMENT

TSP Service	Charge Type	Amount
TSP Provisioning installation and/or Restoration priority (excludes coordination of Leased Access) per circuit	NRC	\$400
TSP Provisioning installation and/or Restoration priority for Leased Access, per Local Access circuit	NRC	\$128
TSP Priority Level Change	NRC	\$50
TSP Administration and Maintenance	MRC	\$20