Master Contract Number

T98-MST-017

for

Cabling Equipment, Installation and Maintenance Covering Eastern and Western Washington

Between the

Department of Information Services

and

Spokane Electrical Services Company

Effective Date: **May 8, 1998**

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Exhibit B: Contractor's Response

Note: **Exhibits A and B are not attached but are available upon request from the DIS Contract Administrator**

State of Washington
Department of Information Services
PO Box 42445
512 - 12th Avenue SE
Olympia, Washington 98504-2445

Master Contract Terms and Conditions
For the Provision of
Cabling Equipment, Installation and Maintenance
Throughout Eastern and Western Washington

Master Contract Number T98-MST-017

Parties

This Master Contract is entered into by and between the state of Washington acting through the **Department of Information Services,** an agency of Washington State government (hereinafter "DIS"), and **Spokane Electrical Services Company**, licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning throughout Eastern and Western Washington of copper wiring and optical fiber voice and data cabling equipment (hereinafter "Equipment") along with installation and maintenance services to the State.

Recitals

Whereas, the State of Washington acting by and through the Department of Information Services conducted an open, competitive acquisition process and issued a Request for Qualification and Quotation, dated January 20, 1998, Exhibit A hereto, for the purpose of obtaining Cabling Equipment, Installation and Maintenance; and

Whereas, Contractor submitted a timely Response, Exhibit B hereto and after evaluation, was identified as the apparently successful Contractor; and,

Whereas, the Department of Information Services has determined that entering into a Master Contract with Contractor will meet the needs of Purchasers and will be in the State's best interest;

Now therefore, DIS hereby awards to **Spokane Electrical Services Company** this Master Contract to furnish Equipment and Services throughout Eastern and Western Washington to Purchasers at the prices set forth on Schedule A in accordance with the terms and conditions of this Master Contract.

This Master Contract is an optional use contract that neither financially binds the State nor otherwise obligates the State to purchase any Equipment or Services hereunder. Nor does this Master Contract prevent the State from purchasing the same or similar equipment and services from other sources, *provided that,* all legal acquisition requirements are satisfied. This Master Contract is not for personal use.

This Master Contract shall not be used for any cabling project with a total cost in excess of $1.5 million.

1. Definitions

"Acceptance Date" shall mean, for Contractor-installed Equipment, the date of Purchaser's written notification to Contractor of acceptance of the Equipment.

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

"Contractor" shall mean Contractor, its employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity providing Equipment or performing services under this Master Contract. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Master Contract.

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

"DIS Contracting Officer" shall mean the Director of the Department of Information Services or the person(s) to whom signature authority has been delegated in writing.

"Eastern Washington" shall mean all locations within Washington State located east of the Pacific Crest Trail.

"Equipment" shall mean the copper wiring and optical fiber voice and data cabling equipment, components and features thereof and any other Equipment properly added to this Master Contract, all as set forth on Schedule A - *Authorized Product and Price List for both Eastern and Western Washington.*

"Installation" shall mean the placement of fiber or wire from the nearest distribution point, including all necessary internal wiring and associated Products to support the integrity of the facility.

"Maintenance" shall mean any activity, such as test, measurements, replacement, adjustments or repairs, intended to eliminate faults or to keep a functional unit in compliance with the Specifications.

"Prevailing Wage" shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers and mechanics. Prevailing wages are established, by the Department of Labor and Industries, for each trade and occupation employed in the performance of Public Works. They are established separately for each county, and are reflective of local wage conditions. (See RCW 39.12.010 and .015.)

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

"Products" shall mean any Contractor supplied Equipment.

"Public Work" shall mean all work, construction, alteration, repair, or improvement that is executed at Purchaser's cost. This includes, but is not limited to, demolition, remodeling, renovation, road construction, building construction, and utilities construction. (See RCW 39.04.010.)

"Purchaser" shall mean DIS and any Washington State agency with properly delegated authority to purchase the Equipment and Services which are the subject of this Master Contract, or any political subdivision of the state of Washington or non-profit organization with the authority to purchase such Equipment or Services under a properly executed Interlocal Cooperative Agreement with DIS.

"Services" shall mean the installation and maintenance services being acquired, that are appropriate to the scope of this Master Contract, and includes such things as configuration and engineering support, but does not include electrical wiring.

"Specifications" shall mean the technical and other specifications set forth in the RFQQ, Exhibit A, and any additional specifications set forth in Contractor's Response, Exhibit B, or in any Supplemental Work Order, collectively.

"State" shall mean DIS, any division, section, office, unit or other entity of DIS or any of the officers or other officials lawfully representing DIS. **State** may also include Purchaser.

"Supplemental Work Order" shall mean the document executed between Purchaser and Contractor pursuant to the terms of this Master Contract setting forth the Master Contract number, specific scope of work to be performed, estimated total cost of the project, contractor bonding requirements, public work certification, the names of other vendors who bid on the project, and other pertinent information.

"Western Washington" shall mean all locations within Washington State located west of the Pacific Crest Trail.

Contract Term

2. Term

2.1. Initial Term. The initial term of this Master Contract shall be three (3) years, commencing upon the date of its execution by DIS.

2.2. Subsequent Terms. The term of this Master Contract may be extended by three (3) additional one-year terms, *provided that*, the extensions shall be at the sole option of DIS and shall be effected by DIS giving written notice of its intent to extend this Master Contract to Contractor not less than thirty (30) days prior to the expiration of the then-current Contract term.

3. Survivorship

The terms, conditions and warranties contained in this Master Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Master Contract shall so survive. Specifically, the terms of the sections titled **Equipment and System Warranty, Manufacturer's Certification for Fifteen Year System Warranty, Patent and Copyright Indemnification; Disputes;** and **Limitation of Liability** shall survive the termination of this Master Contract.

Pricing, Invoice and Payment

4. Pricing

4.1. Contractor agrees to provide the Equipment and Services at the prices set forth in the *Authorized Product and Price List for both Eastern and Western Washington* attached as Schedule A to this Master Contract. No other costs shall be payable to Contractor, except for the DIS Master Contract Administration Fee and any necessary governmental permit

fees paid by Contractor on behalf of Purchaser. Contract prices may not be increased during the term of this Master Contract.

4.2. Contractor agrees to participate in the Federal Communication Commission's E rate discount program established pursuant to the Telecommunications Act of 1996. Contractor's bills to eligible school and library Purchasers shall indicate the total purchase price and shall apply Purchaser's established discount percentages. Contractor shall bill the Schools and Libraries Corporation (SLC) for the remaining balance. Contractor's bills to the SLC shall indicate the total purchase price, Purchaser's discount percentage and the total remaining balance, in accordance with SLC requirements.

4.3. If Contractor reduces its prices for any of the Equipment or Services during the term of this Master Contract, Purchaser shall have the immediate benefit of such lower prices for new purchases. Contractor will send notice to the DIS Contract Administrator with the reduced prices within fifteen (15) calendar days of the reduction taking effect.

4.4. Contractor agrees all the prices, terms, warranties, and benefits provided in this Master Contract are comparable to or better than the terms presently being offered by Contractor to any other governmental entity purchasing the same quantity under similar terms. If Contractor shall, during the term of this Master Contract, enter into contracts with any other governmental entity providing greater benefits or more favorable terms than those provided by this Master Contract, Contractor shall be obligated to provide the same to Purchaser for subsequent purchases.

5. Taxes

Purchaser will pay sales and use taxes imposed on the Equipment or Services at Purchaser's local rate. Contractor shall pay all other taxes including, but not limited to, Washington Business and Occupation Tax, taxes based on contractor's income, or taxes levied or assessed on Contractor's personal property.

6. Invoice and Payment

6.1. Contractor will submit properly itemized invoices to Purchaser. Invoices shall provide the following:

a) Contractor's name and address and remittance address, if different;

b) Purchaser's name and address, and Purchase Order or Field Order number;

c) Contractor-assigned Project Number;

d) This Master Contract number (T98-MST-017);

e) Description of Equipment, including price, quantity ordered, model and serial numbers;

f) Description of Services, including hourly rate and total hours for each labor category employed;

g) Date of delivery and/or date of installation completion;

h) Applicable discounts;

i) Total invoice price, excluding sales tax;

j) DIS Master Contract Administration Fee;

k) Sales or other applicable taxes;

l) Costs for necessary governmental permit(s)

m) Total invoice price; and

n) Payment terms including any available prompt payment discounts.

6.2. Payments shall be due within thirty (30) days after the Acceptance Date for such Equipment or thirty (30) days after receipt of properly prepared invoices, whichever is later.

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

6.4. This Master Contract number (T98-MST-017) shall appear on all invoices, bills of lading, packages, and correspondence relating to this Contract. Purchaser shall not honor drafts, or accept goods on a sight draft basis.

6.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of the Acceptance Date of the Equipment or receipt of Contractor's properly prepared invoice, whichever is later.

7. Overpayment to Contractor

Contractor shall promptly refund to Purchaser the full amount of any erroneous payment or overpayment, as determined by Purchaser, made to Contractor, upon notice of such.

8. Advance Payment Prohibited

No advance payment shall be made for the Equipment and Services furnished by Contractor under this Master Contract.

Contractor's Responsibilities

9. In-State Presence

Contractor shall have or establish, within sixty (60) days of the effective date of this Master Contract, a place of business within Washington State. All purchase orders will commence at such in-state location. Purchasers shall not be required to deal with any subcontractor for order placement.

10. RFQQ Mandatory Provisions and Technical Requirements

The mandatory RFQQ provisions and the provisions of Contractor's Response are incorporated into and are essential substantive terms of this Master Contract. Equipment provided under this Master Contract shall meet or exceed all of the mandatory technical requirements of the RFQQ.

11. Telecommunication Architectural Standards Compliance

All work and materials covered by this Master Contract will be performed in compliance with the then current DIS Telecommunication Architectural Standards (TAS) which incorporate the Electronics Industry Association (EIA) standards.

12. Supplemental Work Orders

12.1. All services to be performed for a Purchaser under this Master Contract shall be documented in a Supplemental Work Order (SWO) established between Contractor and Purchaser, in the format provided in Schedule B hereto.

12.2. The SWO will reference this Master Contract Number, T98-MST-017, and include the following statement: *DIS encourages Purchasers to request estimates from two (2) or more Cabling Master Contract Vendors for all work to be performed under this Master Contract.*

12.3. If the estimated total cost of the work to be performed by Contractor is in excess of $100,000, the SWO shall identify the two (2) Master Contract Vendors that provided project estimates, but were not selected to perform the work.

12.4. The SWO will describe the scope of work to be performed, the estimated total cost of the project, contractor bonding requirements, and certify whether the work is a public work in accordance with chapter 39.04 RCW.

12.5. The terms and conditions of any Supplemental Work Order cannot conflict with the terms and conditions of this Master Contract. In the event of any conflict, the Master Contract shall prevail.

12.6. Contractor shall keep a record of every SWO established under this Master Contract in accordance with the records retention provisions, **Review of Contractor's Records**, herein. Contractor shall provide a copy of any SWO to DIS upon request.

13. Risk of Loss and Shipping

Contractor shall ship all Equipment purchased under this Master Contract, freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the Equipment and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Equipment ordered hereunder which occurs prior to the Acceptance Date, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After the Acceptance Date, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

14. Title

Upon receipt of payment, Contractor shall convey to Purchaser good title to the Equipment, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

15. Equipment Delivery

15.1. Contractor shall deliver the Equipment to Purchaser's location on or before the agreed upon delivery date. For any exception to this delivery date, Contractor shall notify Purchaser and obtain prior approval in writing. Time is of the essence with respect to delivery and Contractor may be subject to liquidated damages, or cancellation of the order, or termination of this Master Contract, or other damages available under law for failure to deliver on time.

15.2. All Equipment deliveries made under this Master Contract shall be complete. Unless Contractor has obtained prior written approval from Purchaser, which shall not be

unreasonably withheld, incomplete deliveries or backorders will not be accepted. All packages shall be accompanied by a packing slip that identifies all items included with the shipment and Purchaser's Field or Purchase Order number. For all deliveries, Contractor shall have a delivery receipt signed by an authorized representative of Purchaser.

16. Contractor Installation and Set-up

16.1. Contractor shall set up and install the Equipment by the agreed upon installation date. Failure to meet the installation date(s) may subject Contractor to liquidated damages or cancellation of the order or termination of this Master Contract or other damages available under law, unless such failure is caused by acts or omissions of Purchaser.

16.2. Purchaser shall prepare the environment to house the Equipment based upon written requirements provided by Contractor and agreed to by the Purchaser. Contractor's specialists shall be available to provide required consultation related to environment preparation at no extra cost to Purchaser apart from the costs presented in Contractor's Response. Any requirements for the environment that were not disclosed by Contractor to Purchaser in writing shall be completed by Contractor at no additional cost to Purchaser.

16.3. Contractor is hereby notified that fiber optic, communications, control systems, and other types of cable (collectively called "cabling") may be located within or on Purchaser's grounds and facilities.

16.4. Before beginning work on or about Purchaser's premises, Contractor shall contact Purchaser's Communications Network Control Center to determine if Purchaser's cabling systems will be impacted and to make necessary arrangements. Prior to the commencement of any work that may impact underground utilities not owned by Purchaser, Contractor agrees to notify affected owners under the requirements of Chapter 19.122 RCW, Underground Utilities.

16.5. Purchaser hereby permits Contractor to interface with such cabling and design engineering systems in support of the delivery of the Equipment and Services ordered under this Master Contract.

17. Site Responsibilities

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

18. Equipment Compatibility, Specifications and Configurations

18.1. Contractor shall be responsible to notify Purchaser of the existence of any compatibility issues between Contractor's Equipment and Purchaser's already existing or planned for hardware, software, and cabling. Purchaser will provide Contractor access in a timely fashion to necessary areas and Equipment sites and shall provide Contractor with a list of any existing or planned for hardware, software, and cabling, as necessary.

18.2. Each item of Equipment delivered hereunder will conform to that item's detailed Specifications in all respects including, but not limited to; physical characteristics, operating characteristics, space requirements, power requirements, maintenance or warranty characteristics, modularity, compatibility, and the like, as may be modified in writing and agreed to by the parties.

18.3. If requested by Purchaser, Contractor agrees to identify, on all items of Equipment supplied under this Master Contract, all appropriate test points for connecting commercially available equipment monitors designed to measure system capacity, performance, or activity.

19. Acceptance Testing

19.1. Contractor-installed Equipment shall be subject to a test and acceptance period that will run for fifteen (15) consecutive days. If the Equipment fails to perform in compliance with the Specifications at any time during the test and acceptance period, the test and acceptance period will start over. All additional, replacement or substitute Equipment or Equipment that is field modified will be subject to acceptance testing.

19.2. Purchaser, at its sole discretion, will determine whether the Equipment has successfully completed the acceptance period. Acceptance will be based on fifteen (15) consecutive days of one-hundred percent (100%) trouble-free performance, based on the following criteria:

a) 97% of all terminations are operational;

b) 97% of all ancillary equipment is operational; and

c) As-built drawings have been completed according to then current DIS Telecommunication Architectural Standards (TAS) specifications and provided to Purchaser.

19.3. At a minimum, the installed/repaired Equipment must be tested to verify that Contractor has terminated both ends of the installed cable.

19.4. Contractor will have up to thirty (30) calendar days to complete a successful fifteen (15) day test and acceptance. If, at the end of the thirty (30) days Contractor's Equipment still fails any of the performance requirements, then at Purchaser's option, Contractor will remove the Equipment at no expense to Purchaser, or the Contractor will upgrade that Equipment with whatever resources are necessary to bring it in compliance with the Specifications, at no expense to Purchaser.

19.5. Charges for Contractor-installed Equipment will not be paid until the Equipment is accepted.

20. Equipment and System Warranty

Contractor warrants that the Equipment shall be in good operating condition and shall conform to the Specifications and other materials provided to Purchaser as set forth in the section titled **Contractor Commitments, Warranties and Representations**.

Contractor agrees that all warranty service it provides hereunder shall be performed by manufacturer trained, certified, and authorized technicians. Contractor further agrees to act as the sole point of contact for warranty service. Contractor warrants that it has or will obtain and pass through to Purchaser any and all warranties obtained or available from the OEM, including any replacement, upgraded, or additional Equipment warranties.

20.1. New Cabling Warranty

a) Copper Cabling: Contractor shall warrant new copper cabling (or pass-through Original Equipment Manufacturer (OEM) warranty) for a period of two (2) years from the Acceptance Date.

b) Optical Fiber: Contractor shall warrant new fiber cabling (or pass-through Original Equipment Manufacturer (OEM) warranty) for a period of five (5) years from the Acceptance Date.

20.2. Repaired Cabling Warranty

Contractor shall provide a minimum warranty of ninety (90) days from the Acceptance Date on repaired Equipment, including basic common Equipment, terminal equipment, attendant consoles and all other necessary ancillary Equipment.

20.3. After Acceptance, and for the duration of the Equipment warranty period, Contractor shall maintain a daily trouble log available for Purchaser's review.

20.4. System Warranty

At Purchaser's request, Contractor shall provide a manufacturer's structured cabling system warranty for a minimum of fifteen (15) years. (See Section 25 below.)

20.5. THE WARRANTIES IN THIS MASTER CONTRACT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

21. Routine Cabling and Equipment Maintenance

21.1. Contractor shall supply all minor materials and parts required to repair damaged or malfunctioning telephone or WAN/LAN equipment. Minor materials are defined, at Purchaser's option, as: fuses, lamps, handset or base cords, bridge clips, transmitters and receivers for handsets and support items under $500.

21.2. All Purchaser approved adds, moves or changes must be implemented within five (5) Business Days of receipt of order. All changes to work orders must have prior approval of Purchaser's on-site coordinator. When on-site, Contractor will report to Purchaser's on-site coordinator prior to and after each service call.

21.3. Contractor's call back response time shall be within eight (8) Business Hours after the Purchaser's maintenance call request. Routine maintenance and repair work shall be performed during Business Hours on a schedule agreed to by Contractor and Purchaser. When on-site, Contractor will report to Purchaser's on-site coordinator prior to and after each service call.

22. Documentation

Contractor shall prepare and maintain records in accordance with the then current DIS Telecommunication Architectural Standards documentation requirements, including, but not limited to, numbering plans and labeling requirements for space and pathways, entrance facilities, backbone, telecommunication closets, horizontal distribution cables, and work areas. Contractor shall provide a clean legible copy of these records to Purchaser upon completion of a project. On remodeling projects Contractor is responsible for updating appropriate records

23. Contractor Commitments, Warranties and Representations

Any written commitment by Contractor within the scope of this Master Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages due Purchaser under the terms of this Master Contract. For purposes of this Master Contract, a commitment by Contractor which shall be in writing 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 Contractor in its Response or contained in any literature, descriptions, drawings or specifications accompanying or referred to in a Response, or used to effect the sale to Purchaser, as to Equipment performance or any other physical, design or functional characteristics of Products within the scope of this Master Contract.

24. Registered Communications Distribution Designers

Failure of Contractor to maintain one or more Registered Communications Distribution Designers (RCDD) on staff constitutes a material breach of this Master Contract.

25. Manufacturer's Certification for Fifteen Year System Warranty

Contractor shall maintain its certification by NORDX/CDT Inc. [IBDN] to provide Purchasers, upon request, with a structured cabling system fifteen (15) year warranty.

26. Annual Reporting

On an annual basis, within thirty (30) days of the signing anniversary date, Contractor shall provide DIS with a Manufacturer's verification that Contractor continues to hold certification(s) for providing fifteen (15) year installation warranty of a structured cabling system. In its annual report Contractor shall also provide updates on current staff certification(s) (industry sponsored and non-manufacturer specific).

27. Prevailing Wages

Contractor shall comply with all requirements and procedures, pertaining to prevailing wages, established by the Washington State Department of Labor and Industries. (See generally, chapter 39.12 RCW.)

28. Public Work

In the event Purchaser determines a project or a portion of a project to be a Public Work pursuant to chapter 39.04 RCW, Contractor shall comply with all the pertinent requirements.

29. Project Manual

Contractor shall develop and maintain a public Project Manual for all Public Work projects. The manual must include at a minimum:

a) A cover sheet that lists project number, date(s) of work, name of Purchaser, and bid number(s), if Purchaser is a state of Washington government agency;

b) Title sheet, including Contractor's name, project title, date, name, telephone numbers and addresses of all participating entities, and signature of Contractor's Project Manager.

c) All solicitation documents, correspondence between parties, Delegation of Authority, insurance forms, bid documents, copies of all permits, bid bonds, drawings, "as-built" documents, minutes of all meetings, all invoices, list of subcontractors, subcontract(s) and their bid documents, etc.

Purchaser's Responsibilities

30. Limits of Master Contract Use

30.1. This Master Contract *shall not* be used for cabling projects with a total estimated cost in excess of $1.5 million. Such projects shall be individually competitively bid.

30.2. For projects with a total estimated cost in excess of $100,000, Purchaser shall request at least three (3) Cabling Master Contract Vendors to provide written cost estimates. In addition to cost, Purchaser may consider such things as Contractor's labor resources, performance bonding, history and experience.

30.3. For projects with a total estimated cost less than $100,000, DIS encourages Purchasers to request estimates from more than one Cabling Master Contract Vendor.

30.4. All services to be performed under this Master Contract shall be documented in a Supplemental Work Order (SWO) established between Purchaser and Contractor as set forth in **Supplemental Work Orders**, above, and in Schedule B hereto.

31. Purchaser Use of Master Contract

This Master Contract may be used by authorized Purchasers only and is not for personal use. Reference of this Master Contract Number and/or Purchaser's signature on an order document or Supplemental Work Order signifies Purchaser's agreement to comply with the terms and conditions of this Master Contract. Failure to fulfill its obligations may result in Purchaser forfeiting its right to purchase under this Master Contract.

Contract Administration

32. Notices

Any notice or demand or other communication required or permitted to be given under this Master Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing, properly addressed, and delivered in person, or sent by facsimile transmission, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses or phone numbers:

To **Contractor** at:

Ken Partridge
PowerCom, Inc.
19504 24th Ave. W #5
Lynnwood, WA 98036

~~Spokane Electrical Services Company~~
Attn: ~~Brian Medley~~
~~PO Box 2507~~
~~3327 East Olive~~
~~Spokane,~~ WA ~~99220-2~~507
~~Fax number: (509) 535-4665~~

To **DIS** at:

State of Washington
Department of Information Services
Attn: TSD Contract Administrator
PO Box 42445
512 - 12th Avenue SE
Olympia, WA 98504-2445
Fax number: (360) 664-0711

or to **Purchasers** at the address and fax number listed on their Supplemental Work Order.

Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four (4) calendar days after mailing. The notice address and fax numbers as provided herein may be changed only by written notice as provided above.

33. Section Headings, Incorporated Documents and Order of Precedence

33.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

33.2. Each of the documents listed below is incorporated by this reference into this Master Contract as though fully set forth herein.

a) Exhibit A - State of Washington, DIS Request for Qualifications and Quotations for Cabling Equipment, Installation and Maintenance, dated January 20, 1998;

b) Exhibit B - Contractor's Response, dated March 13, 1998, including all written information provided with Contractor's Response;

c) The terms and conditions contained in the Supplemental Work Order; and,

d) All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, and other written representations Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser, or purports the Equipment is fit for a particular purpose or attests to the Equipment's engineering level, operating condition, functions, capabilities, or merchantability.

33.3. In the event of any inconsistency in this Master Contract, it shall be resolved in the following order of precedence:

a) Applicable federal and state statues, laws, and regulations;

b) Provisions of this Master Contract (T98-MST-017);

c) Schedule A - *Authorized Product and Price List for both Eastern and Western Washington;*

d) Exhibit A to this Master Contract;

e) Exhibit B to this Master Contract; and

f) The terms and conditions contained in the Supplemental Work Order.

34. Entire Agreement

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

35. Additional Services and Equipment

DIS and Contractor agree that additional Equipment and/or Services, which are appropriate to the scope of this Master Contract, may be added to this Master Contract (Schedule A hereto) by an instrument in writing, with the consent of both parties. Such writing shall include a specific

description of the additional Equipment and/or Services, pricing and additional terms and conditions as relevant.

36. Authority for Modifications and Amendments

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

37. Independent Status of Contractor

In the performance of this Master Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The 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, nor will Contractor make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, Chapter 23B.16 RCW, or Title 51 RCW.

38. Governing Law

This Master Contract shall be governed in all respects by the law and statutes of the state of Washington. Jurisdiction for any action hereunder shall be the Superior Court for the state of Washington. Venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

39. Subcontractors

Contractor may, with prior written permission from the DIS Contract Administrator, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce Contractor's liability to Purchaser or DIS for any breach in the performance of Contractor's duties. For purposes of this Master Contract, Contractor agrees that all subcontractors shall be deemed agents of Contractor. Contractor further agrees to hold Purchaser or DIS harmless from acts or omissions of Contractor's subcontractors, their agents, or employees subject to the limitations set forth in the **Limitation of Liability** section of this Contract. Purchaser or DIS shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of employees, or violations of the **Patent and Copyright Indemnification** section of this Master Contract occasioned by the acts or omissions of Contractor's subcontractors, their agents or employees. The **Patent and Copyright Indemnification** section of this Master Contract shall apply to all subcontractors.

40. Assignment

40.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Master Contract including the proceeds hereof: *provided that,* such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser or DIS that may arise from any breach of this Master Contract, its supplements, or warranties made herein, including but not limited to rights of setoff.

40.2. With the prior written consent of Contractor, which consent shall not be unreasonably withheld, DIS may assign this Master Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington: *provided that,*

such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder.

41. Publicity

Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity matters relating to this agreement or any product furnished by Contractor wherein Purchaser or DIS is mentioned or language is used which infers or implies a connection with Purchaser or DIS. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of DIS.

42. Review of Contractor's Records

42.1. Contractor and its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Master Contract. Such records shall be retained for six (6) years after the expiration or termination of this Master Contract. Records involving matters in litigation related to this Master Contract shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation has not terminated within five (5) years from the date of expiration or termination of this Master Contract.

42.2. All such records shall be subject at reasonable times and upon prior notice, to examination, inspection, copying, or audit by personnel authorized by the DIS Contract Administrator or the Office of the State Auditor and federal officials authorized by law, rule, regulation, or contract, when applicable. During the term of this Master Contract, access to these items will be provided within Thurston County. During the six (6) year period after the Contract term or five (5) year term following litigation, delivery of and access to these items will be at no cost to the State. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its subcontractors.

42.3. The records retention and review requirements of this section shall be incorporated by Contractor in its subcontracts.

42.4. It is agreed that books, records, documents and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors, shall be excluded from review unless the cost or any other material issued under this Master Contract is calculated or derived from these factors.

General Provisions

43. Patent and Copyright Indemnification

43.1. Contractor will, at its expense, defend or settle any claim against Purchaser that Equipment or Software supplied hereunder infringe any patent, copyright, or trademark. Contractor will pay resulting costs, damages and attorneys' fees awarded by final judgement or agreed upon in a negotiated settlement, *provided that,* Purchaser:

a) Promptly notifies Contractor in writing of the claim; and

b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.

43.2. Contractor will pay all costs of such defense and settlement, and any costs and damages awarded by a court or incurred by Purchaser, except costs paid to the Office of the Attorney General as legal fees. If such claim has occurred, or in Contractor's opinion is likely to occur, Purchaser agrees to permit Contractor at its option and expense, either to procure for Purchaser the right to continue using the Equipment or to replace or modify the same so that they become non-infringing and functionally equivalent. If use of the Equipment is enjoined by a court, and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Equipment and refund its depreciated value. No termination charges will be payable on such returned Equipment, and Purchaser will pay only those charges which were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of five (5) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated based on 365 days per year. In the event the Equipment has been installed less than one year, transportation to the initial installation site paid by Purchaser shall be refunded by Contractor.

43.3. Contractor has no liability for any claim of infringement arising from:

a) Contractor's compliance with any designs, specifications or instructions of Purchaser;

b) Modification of the Equipment by Purchaser or a third party without the prior knowledge and approval of Contractor;

c) Use of the Equipment in a way not specified by Contractor; or

d) Use of the Equipment with equipment not supplied by Contractor;

unless the claim arose against Contractor's Equipment or Services independently of any of these specified actions.

44. Save Harmless

Contractor shall protect, indemnify and save Purchaser and DIS harmless from and against any damage, cost, or liability, resulting from any claim, including reasonable attorneys' fees, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or subcontractors.

45. Insurance

45.1. Contractor shall, during the term of this Master Contract, maintain in full force and effect, the insurance described in this section with an insurance carrier or carriers licensed to conduct business in the State of Washington and approved by the DIS Contract Administrator, which approval shall not be unreasonably withheld.

45.2. The minimum acceptable limits shall be not less than $2 million per occurrence/$5 million aggregate, with no deductible, for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury; and

b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage; and

c) Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease.

45.3. Premiums on all insurance policies shall be paid by Contractor or its subcontractors. Such insurance policies shall name DIS as an additional insured, shall reference this Master Contract and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to DIS by such insurer.

45.4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests provision.

45.5. Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

45.6. Contractor shall furnish to DIS copies of certificates of all required insurance within thirty (30) calendar days of the effective date of this Master Contract.

46. Industrial Insurance Coverage

Prior to performing work under this Master 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 Master Contract. Except as prohibited by law, Contractor waives all rights of subrogation against DIS and Purchaser for recovery of damages to the extent they are covered by workers compensation or other insurance required to be purchased by Contractor under this Master Contract. Neither DIS nor Purchaser will 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 this Master Contract.

47. Licensing Standards

Contractor shall comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of this Master Contract. (See, for example, Chapter 19.02 RCW for state licensing requirements and definitions.)

48. OSHA/WISHA

Contractor represents and warrants that its Products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Contractor further agrees to indemnify and hold Purchaser harmless from all damages assessed against Purchaser as a result of the failure of the items furnished under this Master Contract to so comply.

49. Compliance with Civil Rights Laws

During the performance of this Master Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights

Act, 42 U.S.C. 12101 *et seq.;* the Americans with Disabilities Act (ADA); and Chapter 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Master Contract may be rescinded or terminated in whole or in part under the **Termination for Default** section, and Contractor may be declared ineligible for further Contracts with Purchaser. In addition to the cancellation of this Master Contract, Contractor may be subject to penalties under federal and state law.

50. Severability

The terms and conditions of this Master Contract are declared severable. If any term or condition of this Master Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

51. Waiver

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

52. Treatment of Assets

52.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement under this Master Contract, other than rental payments, shall pass to and vest in Purchaser under the **Title** provisions above. As used in this section **Treatment of Assets**, if the "property" is Contractor's proprietary, copyrighted works, only the applicable license, not title, passes to Purchaser.

52.2. Any property of Purchaser furnished to Contractor, unless otherwise provided herein or approved by Purchaser, shall be used only for the performance of this Master Contract.

52.3. Contractor shall be responsible for any loss or damage to property of Purchaser which results from willful misconduct or negligence on the part of Contractor or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices.

52.4. Upon loss, destruction, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

52.5. Contractor shall surrender to Purchaser all Purchaser's property prior to settlement upon completion, termination, or cancellation of this Master Contract.

52.6. All references to Contractor under this section shall also include Contractor's employees, agents, or subcontractors.

53. Contractor's Proprietary Information

Contractor acknowledges that DIS is subject to Chapter 42.17 RCW, the Public Disclosure Act, and that this Master Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that Contractor claims to be confidential or proprietary shall be clearly identified as such by Contractor. To the extent consistent with Chapter 42.17 RCW,

DIS shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, DIS will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS will release the requested information on the date specified.

Disputes and Remedies

54. Disputes

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

54.2. Disputes shall be resolved as quickly as possible. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days.

a) Both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within three (3) Business Days, a dispute resolution panel may be requested in writing by the initiating party, who shall also identify the first panel member.

b) Within three (3) Business Days of receipt of the initiating party's request, the responding party will designate a panel member. The two panel members will appoint a third member to the panel within the next three (3) Business Days.

c) Each of the parties agrees to bear the costs of its own designated panel member. The costs for the third panel member shall be shared equally by the parties.

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

e) The parties agree that the decision of the panel will be binding.

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

54.4. Purchaser, DIS and Contractor agree to exercise good faith in dispute resolution and, whenever possible, to settle disputes prior to using the dispute resolution panel. No party shall commence litigation against another before the panel has issued its decision on the matter in dispute.

54.5. This **Disputes** clause does not preclude the consideration of questions of law in connection with decisions provided for in this clause, *provided that,* nothing in this Master Contract shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

55. Attorneys' Fees and Costs

If any party brings litigation to enforce any term, condition, or section of this Master Contract, or as a result of this Master Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as subsequent to judgement in obtaining execution thereof.

56. Non-Exclusive Remedies

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

57. Liquidated Damages

57.1. Liquidated Damages - General

a) Any delay by Contractor in meeting the delivery date or installation date, as applicable, will interfere with the proper implementation of Purchaser's programs, causing loss and damage to Purchaser.

b) As it would be impracticable to fix the actual damage sustained in the event of such failure to perform, Purchaser and Contractor agree that the amount of damage that will be sustained will be the amount set forth in the following sections. The parties agree that Contractor shall pay such amounts as liquidated damages and not as a penalty.

c) Liquidated damages provided under the terms of the Master Contract are subject to the same limitations as provided in the section titled **Limitation of Liability**.

57.2. Liquidated Damages - Specific

a) If Contractor fails to deliver or install the Equipment by the agreed upon delivery or installation date, as applicable, Contractor shall provide a revised delivery or installation schedule and pay to Purchaser as fixed and agreed upon liquidated damages, in lieu of all other damages due to such delay, an amount of two hundred dollars ($200) per day, for each calendar day between the specified delivery or installation date and the date that Contractor actually delivers or installs the Equipment.

b) If the revised delivery or installation date is more than twenty (20) calendar days from the original delivery or installation date Purchaser may immediately terminate by written notice Contractor's right to deliver or install the Equipment. Purchaser may obtain substitute Equipment from another Contractor. In this event, Contractor shall be liable for fixed and agreed upon liquidated damages in the amount specified above, in lieu of all other damages due to such delay, until substitute Equipment is delivered or installed, or a maximum of thirty (30) calendar days have elapsed from the original delivery or installation date.

58. Limitation of Liability

58.1. The parties agree that neither Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim or demand based on patent or copyright infringement, in which case liability shall be as set forth elsewhere in this Master Contract. The damages specified in the sections titled **Contractor Commitments, Warranties and Representations, Review of Contractor's Records, OSHA/WISHA** and **Termination for Default** are not consequential, incidental, indirect, or special damages as those terms are used in this section.

58.2. Neither Contractor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case

the delays shall be beyond the reasonable control and without fault or negligence of Contractor, Purchaser, or their respective subcontractors.

58.3. If delays are caused by a subcontractor without its fault or negligence, neither Contractor nor Purchaser shall be liable for damages for delays, unless the Equipment or Services were obtainable on comparable terms from other sources in sufficient time to permit Contractor or Purchaser to meet its required performance schedule.

58.4. Neither party shall be liable for personal injury or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

59. Termination for Default

59.1. If Contractor violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its obligations under this Master Contract, the DIS Contract Administrator or the affected Purchaser shall give Contractor written notice of the failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise mutually agreed. If Contractor's failure or violation is not so corrected, Purchaser, at its option, may withhold all monies due and payable to Contractor until such failure to perform is cured or otherwise resolved, or pursue immediate termination of a Supplemental Work Order or this Master Contract, as appropriate. This Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor or Purchaser's Supplemental Work Order may be terminated by written notice from Purchaser to Contractor. The option to terminate this Master Contract shall be at the sole discretion of DIS.

59.2. In the event DIS terminates this Master Contract or Purchaser terminates a Supplemental Work Order, DIS or Purchaser shall have the right to procure the Equipment and Services that are the subject of this Master Contract on the open market and Contractor shall be liable for all damages including, but not limited to:

a) The cost difference between the original Master Contract price for the Equipment and Services and the replacement costs of such Equipment and Services acquired from another vendor; and

b) If applicable, all administrative costs directly related to the replacement of the Master Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; and,

c) Any other costs to Purchaser or DIS resulting from Contractor's breach. Purchaser or DIS shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe Purchaser or DIS for Contractor's default.

59.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its performance obligations under this Master Contract, then Contractor shall give the DIS Contracting Officer or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days. If such failure to perform is not so corrected, Purchaser's

Supplemental Work Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated immediately by written notice from Contractor to the DIS Contracting Officer.

59.4. If it is determined the failure to perform is without the defaulting party's control, fault, or negligence; the termination shall be deemed a Termination for Convenience.

59.5. This section shall not apply to any failure to perform that results from the willful or negligent acts or omissions of the aggrieved party.

60. Termination for Convenience

60.1. When it is in the best interest of the State, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor. Invocation of the **Termination for Withdrawal of Authority** or **Termination for Non-Allocation of Funds** sections shall be deemed a Termination for Convenience but will not require such fourteen (14) calendar days written notice.

60.2. If this Master Contract is so terminated, Purchaser is liable only for payments required by the terms of this Master Contract for Equipment and Services received and accepted by Purchaser prior to the effective date of termination.

61. Termination for Withdrawal of Authority

In the event that the authority of Purchaser or DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract and prior to normal completion, DIS may terminate this Master Contract under the **Termination for Convenience** section. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Master Contract to acquire similar Equipment or Services from a third party.

62. Termination for Non-Allocation of Funds

If funds are not allocated to continue this Master Contract in any future period, Purchaser or DIS will not be obligated to pay any further charges for Equipment or Services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. In such case, Purchaser or DIS agrees to notify Contractor at the earliest possible opportunity of such non-allocation. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit Purchaser or DIS to terminate this Master Contract to acquire similar Equipment or Services from a third party.

63. Termination for Conflict of Interest

DIS may terminate this Master Contract by written notice to Contractor if DIS determines, after due notice and examination, that any party has violated Chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract is terminated for conflict of interest, DIS shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Master Contract.

64. Termination Procedure

64.1. Upon termination of all or part of this Master Contract and in addition to any other rights provided in this Contract, DIS may require Contractor to deliver to Purchaser or DIS, as appropriate, any property or Equipment specifically produced or acquired for the performance of such part of this Master Contract as has been terminated.

64.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon price, if separately stated, for Equipment or Services received and accepted by Purchaser, *provided that,* in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor for such Equipment or Services, such sum as Purchaser determines necessary to protect Purchaser from potential loss or liability.

64.3. Within thirty (30) calendar days of notice, Contractor shall pay any damages due DIS or Purchaser.

Activity Reporting and Administration Fee

65. DIS Master Contract Administration Fee and Collection

65.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.

65.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax. Although school and library Purchasers may be entitled to receive E rate discounts from Contractor, the Master Contract Administration Fee shall be computed on the full purchase price.

65.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.

65.4. Contractor shall remit the Master Contract Administration Fee directly to the DIS Contract Administrator along with the Master Contract Activity Report.

66. Master Contract Activity Reporting

66.1. Contractor shall submit to the DIS Contract Administrator a monthly Activity Report of all purchases made under this Master Contract. The report shall identify:

a) This Master Contract number (T98-MST-017);

b) Each Purchaser making purchases during that month (identified by entity, Contractor-assigned Project Number and Eastern or Western Washington);

c) The total invoice price, excluding sales tax for each Purchaser; and,

d) The sum of all invoice prices, excluding sales tax, for all Purchasers;

e) The DIS Master Contract Administration Fee.

66.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted by the 15th calendar day of the month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.

66.3. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.

66.4. Monthly reports are required even if no activity occurred.

67. Failure to Remit Reports/Fees

67.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.

67.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Master Contract. Contractor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.

67.3. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered failure to perform by Contractor.

67.4. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

Contract Execution

68. Authority to Bind

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

69. Counterparts

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

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

APPROVED
State of Washington
Department of Information Services

Signature
John M. Anderson
Print or Type Name
Assistant Director 5/8/98
Title Date

APPROVED
Contractor

Signature
BRUCE MORELAN
Print or Type Name
PRESIDENT 4-21-98
Title Date

Approved as to Form

State of Washington,
Office of the Attorney General

Signature
Anthony E. Keating
Print or Type Name
Assistant Attorney General 5.7.98
Title Date

Contractor's Phone Number: (509) 535-5533 Ext. 12
Contractor's Fax Number: (509)535-4665
Contractor's UBI Number: 601 766 181
Contractor's Federal Tax ID Number: 91-1784111
WA State Contractor Registration Number: SPOKAES033OQ
Minority or Woman Owned Business Enterprise Yes _____ No X (Certification Number)

Amendment Number 02-12
Master Contract Number T98-MST-017
Cabling Equipment, Installation and Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017, this Amendment 02-12 is entered into by and between the State of Washington, Department of Information Services ("DIS") and PowerCom, Inc. ("Contractor").

The purpose of this amendment is to update the approved subcontractor list and Contractor's authorized Warranty Certifications.

1. Pursuant to Provision 39 (*Subcontractors*) DIS hereby approves the following subcontractor under this Master Contract:

National Concrete Cutting, Inc. UBI# 600-195-813
7715 Pacific Hwy E.
Milton, WA 98354
Phone: (206) 762-2188
Fax: (253) 735-6777

2. At the request of the Contractor, DIS hereby removes the following subcontractor from this Master Contract.

Pascher Construction, Inc. UBI# 600-621-704
P. O. Box 1819
Shelton, Washington 98584
Phone: (360) 426-9602
Fax: (360) 427-6903

3. Pursuant to Provision 25 (*Manufacturer's Certification for Fifteen Year System Warranty*) NORDX/CDT and ADC are hereby deleted from the contract.

All other provisions of Master Contract T98-MST-017, as previously amended, shall remain in full force and effect.

This Amendment 02-12 shall be effective as of the date signed by DIS.

Approved State of Washington, Department of Information Services	Approved PowerCom, Inc.
Signature	Signature
Michael D. McVicker	Ken Partridge
Print or Type Name	Print or Type Name
Assistant Director 7/2/02	Vice President June 27, 2002
Title Date	Title Date

Amendment Number 02-10
Master Contract Number T98-MST-017
Cabling Equipment, Installation and Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017, this Amendment 02-10 is entered into by and between the State of Washington, Department of Information Services ("DIS") and PowerCom, Inc. ("Contractor").

Pursuant to Provision 39 (*Subcontractors*) DIS hereby approves the following subcontractors under this Master Contract:

Caliber Inspection
7500 Perimeter Road South
Seattle, Washington 98108
Phone: (206) 764-8123
Fax: (206) 764-8124

UBI# 601-958-972

Pascher Construction, Inc.
P. O. Box 1819
Shelton, Washington 98584
Phone: (360) 426-9602
Fax: (360) 427-6903

UBI# 600-621-704

Pilchuck Diversified Services, Inc.
11711 Northcreek Parkway South, Ste D103
Bothell, Washington 98011
Phone: (425) 485-7908
Fax: (425) 485-3418

UBI# 600-585-298

All other provisions of Master Contract T98-MST-017, as previously amended, shall remain in full force and effect.

This Amendment 02-10 shall be effective as of the date signed by DIS.

Approved
State of Washington,
Department of Information Services

Signature

Michael D. McVicker
Print or Type Name

Assistant Director 4/12/02
Title Date

Approved
PowerCom, Inc.

Signature

Ken Partridge
Print or Type Name

Vice President 2/25/02
Title Date

STATE OF WASHINGTON

DEPARTMENT OF INFORMATION SERVICES

Olympia, Washington 98504-2449

February 8, 2002

Mr. Ken Partridge
PowerCom, Inc.
19504 – 24th Avenue West, #5
Lynnwood, WA 98036

RE: Amendment (02-09) of Master Contract Number T98-MST-017
for Cabling Equipment and Services

Dear Mr. Partridge:

The current term of Contract T98-MST-017, between the Department of Information Services (DIS) and PowerCom, Inc. will expire on May 07, 2002.

Pursuant to Provision 2.2, *Subsequent Terms*, this letter is written notice to PowerCom, Inc. of the Department of Information Services' (DIS) intent to extend this contract for an additional one (1) year term, specifically through May 07, 2003.

Sincerely,

Michael D. McVicker, Assistant Director
Department of Information Services
512 – 12th Avenue SE
PO Box 42445
Olympia, WA 98504-2445

recycled paper

Amendment Number 02-07
Master Contract Number T98-MST-017
Cabling Equipment, Installation and Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017, this Amendment 02-07 is entered into by and between the State of Washington, Department of Information Services ("DIS") and PowerCom, Inc. ("Contractor").

The parties hereby agree to amend the Master Contract *Price List* (Schedule A) as per Provision 4 (*Pricing*). Schedule A is updated as follows:

1. Recognize a change in manufacturer name, specifically from Lucent to Avaya, as reflected in Part I attached.

2. Recognize and immediately pass on to Purchasers a reduction in pricing, as in Part II attached.

3. Removes discontinued items from Schedule A, as in Part III attached.

4. Add new parts and associated pricing, as in Part IV attached.

All other provisions of Master Contract T98-MST-017 as previously amended, shall remain in full force and effect.

This Amendment 02-07 shall be effective as of the date signed by DIS.

Approved	Approved
State of Washington, Department of Information Services	PowerCom, Inc.
Signature	Signature
John Flanagan	Ken Partridge
Print or Type Name	Print or Type Name
Manager, TBS/DIS 10-1-01	Vice President 9/28/01
Title Date	Title Date

Amendment 02-~~05~~ 6
to
Master Contract Number T98-MST-017
for
Cabling, Installation & Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017 ("**Contract**"), this Amendment 02-05 is entered into by and between the State of Washington, **Department of Information Services ("DIS")** and **PowerCom, Inc. ("Contractor")**.

The purpose of this Amendment is to update Contractor's authorized Warranty Certifications. Now, therefore, the parties agree to amend the Contract as follows:

1. Add Berk-Tech [Beck-Tech's 25-year OASIS Warranty Program] and ADC Telecommunications [ADC's 25-year Extended En*tera*prise Product Warranty Protection] under Provision 25 (*Manufacturer's Certification for Fifteen Year System Warranty*).
2. All other provisions of Master Contract T98-MST-017, as previously amended, shall remain in full force and effect.

This Amendment 02-05 shall be effective as of the date signed by DIS.

Approved	**Approved**
State of Washington, Department of Information Services	PowerCom, Inc.
Signature	**Signature**
Michael D. McVicker **Print or Type Name**	Ken Partridge **Print or Type Name**
Assistant Director, TSD 7/30/01 **Title** **Date**	Vice President 7/27/01 **Title** **Date**

STATE OF WASHINGTON

DEPARTMENT OF INFORMATION SERVICES

Olympia, Washington 98504-2445

March 13, 2001

Mr. Ken Partridge
PowerCom, Inc.
19504 – 24th Avenue West, #5
Lynnwood, WA 98036

RE: Amendment (01-05) of Master Contract Number T98-MST-017
for Cabling Equipment and Services

Dear Mr. Partridge:

The current term of Contract T98-MST-017, between the Department of Information Services (DIS) and PowerCom, Inc. will expire on May 07, 2001.

Pursuant to Provision 2.2, *Subsequent Terms*, this letter is written notice to PowerCom, Inc. of the Department of Information Services' (DIS) intent to extend this contract for an additional one (1) year term, specifically through May 07, 2002.

Sincerely,

Michael D. McVicker

Michael D. McVicker, Assistant Director
Department of Information Services
512 – 12th Avenue SE
PO Box 42445
Olympia, WA 98504-2445

Amendment 01-04
to
Master Contract Number T98-MST-017
for
Cabling, Installation & Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017 ("**Contract**"), this Amendment 01-04 is entered into by and between the State of Washington, **Department of Information Services ("DIS")** and **PowerCom, Inc. ("Contractor")**.

The purpose of this Amendment is to update Contractor's authorized product price list (Schedule A) and Warranty Certifications. Now, therefore, the parties agree to amend the Contract as follows:

1. Pursuant to Paragraph 4 (*Pricing*), this Amendment 01-04 removes discontinued NORDX/CDT equipment, adds new Equipment and corresponding pricing, and updates the attached Schedule A (*Authorized Product Price List for both Eastern and Western Washington*).
2. Remove Leviton [Leviton Certified Cabling System], Siecor [Siecor LANscape], and Ortronics [Certified Installer PLUS] under Provision 25 (*Manufacturer's Certification for Fifteen Year System Warranty*).
3. All other provisions of Master Contract T98-MST-017, as previously amended, shall remain in full force and effect.

This Amendment 01-04 shall be effective as of the date signed by DIS.

Approved	**Approved**
State of Washington, Department of Information Services	PowerCom, Inc.
Signature	**Signature**
Michael D. McVicker	Ken Partridge
Print or Type Name	**Print or Type Name**
Assistant Director, TSD 10/13/00	Vice President 10/10/00
Title **Date**	**Title** **Date**

Amendment 01-03
to
Master Contract Number T98-MST-017
for
Cabling, Installation & Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) and Provision 40 (*Assignment*) of Master Contract Number T98-MST-017 ("**Contract**"), this Amendment 01-03 is entered into by and between the State of Washington, **Department of Information Services ("DIS")**, and **Spokane Electrical Services Company** ("**Assignor**"), and **PowerCom, Inc.** ("**Assignee**").

The purpose of this Amendment is to assign and delegate to Assignee all rights, duties and obligations held by Assignor under this Contract.

Assignor and Assignee are currently owned by Bruce and Kirsi Morelan. Prior to May 1, 2000, Assignee operated as a division of Assignor. As of May 1, 2000, Assignee was incorporated and began operations as a sister company to Assignor. Assignor hereby relinquishes and assigns, transfers, and delegates to Assignee all rights, title, interest, benefits, duties and obligations held by Assignor under this Contract.

In consideration of the above, the parties agree that by this Amendment:

1. Assignor confirms the transfer to Assignee, and waives any claims and rights against DIS that it now has or may have in the future in connection with the Contract.
2. Assignee hereby accepts such assignment and agrees to be bound by and to perform the Contract in accordance with the terms and conditions contained therein. Assignee also assumes all obligations and liabilities of, and all claims against, Assignor under the Contract as if Assignee were the original party to the Contract. Assignee warrants it is in a position to fully perform all obligations that may exist under the Contract.
3. Assignee ratifies all previous actions taken by Assignor with respect to the Contract, with the same force and effect as if the action had been taken by Assignee.
4. DIS recognizes Assignee as the Assignor's successor in interest in and to the Contract. Assignee by this Amendment becomes entitled to all rights, titles, and interests of Assignor in and to the Contract as if Assignee were the original party to the Contract. Following the effective date of this Amendment, the term "Contractor," as used in the Contract, shall refer to Assignee.
5. As per Provision 40.1 of the Contract, nothing in this Amendment shall be construed as a waiver of any rights DIS may have against Assignor. Assignor guarantees payment of all liabilities and the performance of all obligations that Assignee:
    a. Assumes under this Amendment; or
    b. May undertake in the future should the Contract be modified under their terms and conditions. Assignor waives notice of, and consents to, any such future modifications.

6. Assignor and Assignee agree that DIS is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Amendment, other than those that DIS in the absence of this transfer or Amendment would have been obligated to pay or reimburse under the terms of the Contract.
7. This assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns.
8. The parties agree that Contractor, formerly known as Spokane Electrical Services Company, will now be PowerCom, Inc. The parties hereby agree to delete all reference to Spokane Electrical Services Company in the Master Contract and replace it with PowerCom, Inc.
8. All other provisions of Master Contract T98-MST-017, as previously amended, shall remain in full force and effect.

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

This Amendment 01-03 shall be effective as of the date signed by DIS.

Approved

State of Washington,
Department of Information Services

Signature

Michael D. McVicker
Print or Type Name

Assistant Director, TSD 10/9/00
Title **Date**

Approved

Spokane Electrical Services Company, Assignor

Signature

Bruce D. Morelan Jr
Print or Type Name

CEO 10/3/00
Title **Date**

Approved

PowerCom, Inc., Assignee

Signature

Ken Partridge
Print or Type Name

Vice President 10/2/00
Title **Date**

Assignee's UBI Number: 602-030-026

Assignee's Phone Number: 425-712-3778

Assignee's Fax Number: 425-712-3459

Amendment Number 99-02
Master Contract Number T98-MST-017
Cabling Equipment, Installation and Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017, this Amendment 99-02 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Spokane Electrical Services Company ("Contractor").

Provision 25 (*Manufacturer's Certification for Fifteen Year System Warranty*) is modified by adding Volition [Volition Cabling System], Ortronics [Certified Installer PLUS], Leviton [Leviton Certified Cabling System], AMP [AMP Netconnect], Siecor [Siecor LANscape] and Lucent [Lucent Technologies Systimax SCS] as certifications that Purchaser upon request, will be provided with a structured cabling system warranty.

All other provisions of Master Contract T98-MST-017 as previously amended, shall remain in full force and effect.

This Amendment 99-02 shall be effective as of the date signed by DIS.

Approved	Approved
State of Washington, Department of Information Services	Spokane Electrical Services Company
Signature	Signature
John Anderson	BRIAN MEDLEY 10-14-98
Print or Type Name	Print or Type Name
Assistant Director 10/21/98	DIVISION MANAGER
Title Date	Title Date

Amendment Number 98-01
Master Contract Number T98-MST-017
Cabling Equipment, Installation and Maintenance

In accordance with Provision 36 (*Authority for Modifications and Amendments*) of Master Contract Number T98-MST-017, this Amendment 98-01 is entered into by and between the State of Washington, Department of Information Services ("DIS") and Spokane Electrical Services Company ("Contractor").

Provision 45 (*Insurance*) is modified by deleting subsection 45.2 and replacing it with the following:

45.2 The minimum acceptable limits shall be as indicated below, with no deductible, for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury with a limit not less than $1,000,000 per occurrence/$2,000,000 general aggregate; and

b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage with a limit not less than $1,000,000 per accident; and

c) Employers Liability covering the risks of Contractor's employees' bodily injury by accident or disease with limits not less than $1,000,000 each accident for bodily injury by accident and $1,000,000 each employee for bodily injury by disease; and

d) Umbrella policy providing excess limits over the primary policies in an amount not less than $3,000,000.

All other provisions of Master Contract T98-MST-017 shall remain in full force and effect.

This Amendment 98-01 shall be effective as of the date signed by DIS.

Approved	Approved
State of Washington, Department of Information Services	Spokane Electrical Services Company
Signature	Signature
John Anderson	Brian Medley
Print or Type Name	Print or Type Name
Assistant Director 6/15/98	Division Manager June 9, 1998
Title Date	Title Date

FCC Form

Approval by OMB
3060-0806

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 6.0 hours

This form is designed to help schools and libraries describe the eligible telecommunications-related services they seek so that this data can be posted on a website and interested service providers can identify the applicant as a potential customer and compete to serve it.

Please read instructions before completing. (To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

(School, library, or consortium desiring Universal Service funding.)

Posting Date: **02/10/1998**
Allowable Contract Date: **03/10/1998**
Certification Received Date: **02/27/1998**

1. Name of Applicant:
Washington State Department of Information Services

2. Funding Year:
01/01/1998 - 06/30/1999

3a.NCES School Code (if individual school) **Or NCES Library Code**(if individual library)
State: - District: - School/Library:

3b. Universal Service Control Number:
163880000014567

3c. Applicant ID Number:
146724

4a. Type Of Applicant
(Check only one box.)

- [x] school
- [x] school district
- [x] library or library consortium under the LSTA
- [x] consortium of multiple entities

4b. If Applicant is a consortium, check all other boxes that apply:

- [x] includes non-governmental entities ineligible for support
- [x] entity desires separate bills for each member of consortium
- [x] entity desires separate bills for some members of consortium
- [x] region of a state [x] statewide [x] multi-state
- [x] state educational agency
- [x] local educational agency
- [x] educational service agency

5. Applicant's Street Address, P.O.Box, or Route Number

Street
512 12th Avenue SE

City	State	Zip Code 5Digit	Zip Code 4Digit
Olympia	**WA**	**98504**	**2445**

Telephone number Ext:
(360) 9023302

E-mail Address
ellenw@dis.wa.gov

6. Contact Person's Name: John Flanagan

Street Address, P.O.Box, or Route Number(if different from Item 5)

Street:
512 12th Avenue SE

City:	State	Zip Code 5Digit:	Zip Code 4Digit:
Olympia	WA	98504	2445

Fill in all of the following(if available), and check the preferred mode of contact:

☒ Telephone Number Ext:	☒ Fax Number Ext:	☒ E-mail address:	☒ Mail:
(360) 9023390	(360) 6640711	johnf@dis.wa.gov	

Block 2: Other Characteristics Of Applicant

7a. Number of students: 974504	**7b. Number of library patrons:**
8. Number of buildings to be served: 2051	**9. Number of rooms to be served:** 49240

Block 3: Summary Description of Needs or Services Requested

10. ☒ Check if applicant seeks discounts only for eligible services based on one or more **existing,binding** contract(s) and proceed to Block 4.

Sequence #	Date Contract Signed	Contract Termination Date
13637	12/13/1994	12/13/2001

11. ☒ Check here if you have a Request for Proposal(RFP) available.If RFP is posted on a website, provide the website address
http://www.wa.gov/dis/tsd/contracts.html

(1)	(2) Existing Services	(3) Additional Services Desired	(4) Total Services Desired	(5) Details(Optional)
12. Telecommunications Services				
a. Number of phones that have or require service (See instructions concerning extension phones and fax machines.)	24612	24612	49224	**This acquisition will result in a Master Contract for the cabling, installation and maintenance. Individual purchasers will determine their own needs.**
b. Number of computers that have or require service	106500	134250	240750	**Additional services are approx. 100K higher. Application error in posting program prevented entering higher value.**
c. Number of high bandwidth video conferencing links	0	296	296	**There are 296 video conferencing links planned for purchase. Application errors on this web site prevented posting the full amount in the appropriate cells.**
d. Specify other (Optional)				
13.Internal Connections	**Existing**	**Additional**	**Total**	**Details**
a. Number of buildings with at least some rooms connected	1538	513	2051	**The actual number of building requiring connection is 513. Application errors on this web site prevents posting full amount.**
b. Number of rooms connected	7386	41856	49242	**The actual number of rooms to be connected is estimated at 41856. Application errors on this web site**

				prevented posting the full amount.
c. Highest Speed of connection	T-1	T-1		
d. Specify other (Optional)				
14.Internet Access	**Existing**	**Additional**	**Total**	**Details**
a. Number of dial up connections necessary	300	0	300	
b. Highest speed of dial up connections	56000	56000		
c. Number of direct connections necessary	180	116	296	
d. Highest speed of such direct connections	T-1	Multiple T-1		
e. Specify other (Optional)				

15. You may provide additional summary information about the services you are requesting to help service providers identify your needs more precisely.You may provide technical requirements or give an informal description of your telecommunications-related goals.

This acquisition will result in multiple master contracts (multiple vendors) for cabling, installation and mainenance. These contracts may be used by state agencies, local government, schools, libraries, and all other political subdivisions.

16. [x] Check here if there are any restrictions imposed by state or local laws or regulations on how and when providers may contact you or on other bidding procedures.Please describe below any such restrictions or procedures. You may attach restrictions or give website where they are posted.

Letter of intent due no later than March 12, 1998. All contact must be through the bid coordinator.

17. Purchases in future years: If you have current plans to purchase additional services in future years, describe them below (Providing this information is optional.)

The resulting master contact(s) have a potential term of up to six years

Block 4: Technology Assessment

18. Although the following services and facilities are ineligible for support, they are usually necessary if schools and libraries are to make effective use of the eligible services requested in this application.
(If your application is only for basic voice telephone service, ***check this box***
[x] *and go to Item 19. Otherwise, you must check at least one box in each of the other lines. You may provide details for purchases being sought.)*

a. Desktop communications software: Software required [x] has been purchased; and/or [x] is being sought.

b. Electrical systems: [x] adequate electrical capacity is in place or has already been arranged; and/or [x] upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers [x] has been purchased; and/or [x] is being sought.

d. Computer hardware maintenance: adequate arrangements [x] have been made; and/or [x] are being sought.

e. Staff development: [x] all staff have had an appropriate level of training or additional training has already been scheduled; and/or [x] training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services or facilities you desire.
Purchasers will determine their own needs.

Block 5: Listing Consortium Participants

19. **Eligible Entities**: (Billed Entities.) If applicant is an individual school or a library or a school district or a library system that will receive only one bill, it should only fill in the first row of this chart. If applicant is a consortium of multiple billed entities, then it should fill out a row for each billed entity. (Applicant may attach additional pages.)

Billed Entity	Billed Entity's Zip Code	Billed Entity Code *(Inserted by Administrator)*	Zip Code(s) of Recipients of Service
All Public Schools in State WA			
All Public School Districts in State WA			

20. **Entities Ineligible for Schools and Libraries Discount:**

Name of Entity	Zip Code(s) of Recipients of Service	Contact Person	Phone Number, E-mail Address, or Alternative Preferred Contact Method

Block 6: Certfications and Signature

21. The applicant includes:(Check one or both)

a. [x] schools under the statutory definitions of elementary and secondary schools found in the Elementary and Secondary Education Act of 1965, 20 U.S.C. Secs. 8801(14) and (25), that do not operate as for-profit businesses, and do not have endowments exceeding $50 million; and/or

b. [x] libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school(including, but not limited to) elementary and secondary schools, colleges, and universities.

22. All of the individual schools, libraries, and library consortia listed above in item 19 are covered by:

a. [x] individual technology plans and/or

b. [x] higher-level technology plans for using the services requested in this application(if those services consist of other than voice services).

23. Status of technology plan(check one):

a. [x] Technology plan(s) has/have been approved; or

b. [x] Technology plan(s) will be approved by a state or other authorized body; or

c. ☒ Technology plan(s) will be submitted to Schools and Libraries Corporation for approval.

24. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value.

25. ☒ I recognize that support under this program is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

26. ☒ I certify that I am authorized to submit this request on behalf of the above-named applicant, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

29. Printed name of authorized person
John D. Flanagan Sr.

30. Title or position of authorized person
Mgr. DIS/TSD Contracts & Acquisitions

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