STATE OF UTAH
STATEWIDE CONTRACT AR-1470

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

Enterasys Networks Sales and Service, Inc
Name

500 Spaulding Turnpike, P.O. Box 3060
Address

Portsmouth, NH 03801
City State Zip

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

Federal Tax ID# 02-0478354 Vendor # 94830A Commodity Codes: 20464, 20621, 20623

Vendor Contact Person: Michaela Mezo, Gary Balentine Vendor Phone #: 801-887-9496; 509-277-0320

Vendor Fax #: 801-972-5789; 509-227-0303
Vendor email address: mmezo@enterasys.com; gbalenti@enterasys.com

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

3. CONTRACT PERIOD: Effective date June 21, 2002 Termination date May 31, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: Renewable for one or two year terms up to four additional years.

4. PRICING AS PER ATTACHMENT A (Addendum 1)
PAYMENT TERMS: Net 30 days
DAYS REQUIRED FOR DELIVERY: 10 business days after receipt of order by our Order Management Dept.
MINIMUM ORDER: None
FREIGHT TERMS: F.O.B. Destination, Freight Prepaid

5. ATTACHMENT A: Addendum 1
ATTACHMENT B: WSCA Standard Terms and Conditions
ATTACHMENT C: N/A
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

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

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

CONTRACTOR

Signature on file
Contractor's signature

Type or Print Name and Title

Date

STATE OF UTAH

Signature on file
Douglas G. Richins
Director, Division of Purchasing

Date

ATTACHMENT A
ADDENDUM 1

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

A. Manufacturer Product Line(s)

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

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

B. State of Utah/WSCA Contract Manager

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

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

C. Remittance Address

Enterasys Networks Sales and Service, Inc
500 Spaulding Turnpike
PO Box 3060
Portsmouth, NH 03801

D. Special Terms and Conditions

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

1. Order of Precedence

   The order of precedence for the contract terms will be as follows:

   1. Addendum 1
   2. WSCA Terms and Conditions
   3. Contractor's Proposal Response to RFP LW1907
   4. RFP LW1907

2. Included Documents
The documents listed in Number 1 are included in the contract. It is agreed that any reference to the "Entire Agreement" includes these documents.

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

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

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

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

7. Revisions to the WSCA Standard Terms and Conditions
The WSCA Standard Terms and Conditions will be revised as follows:

A. Term 10, PATENTS, COPYRIGHTS, ETC is deleted and replaced with the following:
PATENTS, TRADE SECRETS:

(1) Seller (Enterasys) will defend, at its expense, any action brought against Buyer (STATE) to the extent based on a claim that the use of Equipment, within the scope of these terms and conditions, infringes any United States patent, trade secret or copyright, and Seller will indemnify Buyer from any costs, damages and fees finally awarded against Buyer in such action which are attributable to such claim; provided that Buyer notifies Seller promptly in writing of the claim, permits Seller to defend or settle the claim and provides all available information, assistance and authority to enable Seller to do so. Buyer shall have no authority to settle any claim on behalf of Seller.

(2) Should Equipment become, or in Seller's option be likely to become, the subject of a claim of infringement of a patent, trade secret or copyright, Seller may (i) procure for Buyer, at no cost to Buyer, the right to continue to use the Equipment; (ii) replace or modify the Equipment, at no cost to Buyer, to make it non-infringing, provided that the same function is performed by the replacement or modified Equipment; or (iii) if the right to continue to use cannot be procured or the Equipment cannot

be replaced or modified, terminate the right to use such Equipment, remove the Equipment and grant Buyer credit thereon as depreciated on a straight-line five (5) year basis.

(3) Seller shall have no liability for any claim of patent, trade secret or copyright infringement based on the (i) use of other than the then-latest version of the Equipment from Seller, if such infringement could have been avoided by the use of the latest version made available to Buyer, but Buyer, with knowledge of actual or possible infringement, chose to retain the prior version; (ii) use or combination of the Equipment with software, hardware or other materials not provided by Seller; or (iii) design specifications provided by Buyer.

(4) **THIS ARTICLE STATES THE ENTIRE LIABILITY OF SELLER WITH RESPECT TO ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENTS, TRADE SECRETS OR COPYRIGHTS BY THE EQUIPMENT OR ANY PARTS OR USE THEREOF, AND SELLER SHALL HAVE NO ADDITIONAL LIABILITY (INCLUDING NO LIABILITY FOR CONSEQUENTIAL DAMAGES) WITH RESPECT THERETO.**

B. Term 22, Warranty is deleted and replaced with the following:
LIMITED WARRANTY.

(1) **Hardware.** Hardware categorized by Seller as a tranceiver or repeater and sold hereunder is warranted to be free from defects in material and workmanship for a period of two (2) years from date of shipment. Hardware not categorized by Seller as a tranceiver or repeater and sold hereunder is warranted to be free from defects in material and workmanship for a period of ninety (90) days from date of shipment. Seller's sole responsibility shall be, at Seller's option, to repair or replace, during Seller's working hours, any component which fails during the warranty period because of a defect in workmanship or materials. Expendable parts (such as fuses, lamps, filters and the like) and Hardware subject to mishandling, neglect, or improper testing, damage, or unauthorized repair, assembly or processing, are excluded from warranty. The warranty period on parts repaired or replaced under warranty shall terminate on the later of thirty (30) days after shipment thereof or the expiration of the original warranty period. The warranty extends only to the initial end user. To claim benefit of this warranty Buyer must provide proof of purchase and written notification of nonconformance within the applicable period, obtain Seller's written authorization to return the nonconforming equipment. The equipment to be in protected shipping containers to Seller's plant at Buyer's expense within thirty (30) days of expiration of the warranty period.

(2) **Software**. Software is licensed "as is", without warranty, except that the media on which Software is recorded will be replaced without charge if defective and if returned within ninety (90) days of receipt by Buyer.

C. Term 24, Assignment/Subcontract is deleted and replaced with the following:
This Agreement is not assignable or transferable in whole or in part by STATE without the prior written consent of Contractor. Contractor may assign this Agreement without STATE's consent to any Affiliate, including a foreign sales corporation, or to any applicable major division, unit, or subsidiary of Contractor. With written approval of the STATE, the Contractor may assign this to any person or entity which acquires substantially all of the stock of Contractor or the assets of Contractor. The STATE will not unreasonable withhold its approval. Contractor may subcontract its obligations under this Agreement provided that Contractor shall remain ultimately liable for the performance of subcontractor. The parties agree that this Agreement is between STATE and Contractor, and created no obligations to STATE on the part of Contractor's Affiliates, subcontractors, or suppliers. STATE expressly relinquishes any rights as a third party beneficiary to any agreements between Contractor and such parties, and waives any and all rights or claims against such third party.

Affiliate shall mean with respect to a specified party, any other party that directly or indirectly through one or more intermediaries, controls, and is controlled by, or is under common control with the party specified.

D. Term 27, Inspections, is revised as follows:
In the first sentence, delete the words "determined by the Purchasing Entity" and substitute with "as mutually agreed to"

E. Term 40, Audit of Records, is revised as follows:
Add the following to the last sentence, "for a period not to exceed three (3) years from the acceptance of the product."

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

8. Revisions to Contractor's Response to the RFP
Note: The changes below may be listed in multiple locations throughout the response. The changes will apply to all instances of similar terms.
The Contractor's Response to the RFP will be revised as follows:
A. LIMITATION OF LIABILITY, as follows, will be included in the contract:

LIMITATION OF LIABILITY. The warranties and liabilities set forth in 7.B. above (Limited Warranty) and 7.A. (Patents, Trade Secrets) are exclusive and establish Seller's only obligations and Buyer's sole remedy with respect to the Equipment and this Agreement, regardless of the form of the action, whether in warranty or tort or otherwise. **SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES CLAIMED BY BUYER BASED ON ANY THIRD PARTY CLAIM. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, INCLUDING INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR LIABILITY FOR LOSS OF DATA, LOSS OF PROFITS OR [STATE] ATTORNEYS FEES, REGARDLESS OF THE FORM OF THE ACTION OR WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT OR ITS PROVISIONS OR USE OF EQUIPMENT FURNISHED HEREUNDER EXCEED THE PURCHASE PRICE OR LICENSE FEE OF THE EQUIPMENT.**

9. State of Utah Only Requirement
Attachment C from the RFP will apply to the State of Utah only. This term is as follows:
E-PROCUREMENT: The State of Utah has awarded an e-procurement system contract that has a transaction fee of 1% per order with a ceiling of $500 for any one order of products/services. There are expected cost savings to the Contractors with implementation of the system. The successful vendor must agree to terms as described in the following subparagraphs:

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

b. At the time that the Contractor will be required to offer products/services through the e-procurement system, the State will negotiate an equitable adjustment in unit prices to account for the expected

supplier fees on orders placed on the system. The State will negotiate a single pricing structure for contract purchases and (i) prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and (ii) require the Contractor to manually track and report the ordering volume of off-system purchases of supplies/services.

E. Contractor Requirements

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

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

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

4. Usage Reporting Requirement
Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are April 30, July 31, October 31 and January 31. Quarterly usage reports must contain total dollar usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option.

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

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

7. Rollout and Marketing
Contractor may conduct a marketing effort as described in Contractor's proposal.

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

9. Contractor's Scope of Equipment and Services

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

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

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

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

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

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

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

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

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

F. Contract Scope of Equipment and Related Services

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

1. Discounts of Manufacturers Price List
   a. Pricing Discounts
   Switching Products – A minimum of 38%, a maximum of 45% (on specific products)
   Wireless Products - A minimum of 23% (low end radio cards), a maximum of 38% (access points)
   Network Management Products (to manage the hardware products above) - 23%

   Please see Enterasys Current Price List for specific pricing.

   (RFP response reference: Switches- see pages 1, 2, 3, 4, 31, 32, 33, etc.; Wireless- see pages 6, 7, 8, 9; Network Mgmt see pages 14, 15, 20 under NetSight part #s)

   b. Discount Structures Based on Volume (per order or progressive cumulative volume)
   Large Project Pricing would be considered for additional discounts. Discounts given would be available to all similar orders from WSCA States, and may have specific time limitations.

   c. WSCA Member-State coverage
   Coverage is available to all WSCA States

2. Resolution of Customer Problems
   Response:

   The reseller who is working with the customer must be the first contact in any problem resolution.

   Enterasys Networks is committed to complete and total customer satisfaction. We utilize a three-category escalation model with three tiers of helpdesk customer support. Category 3 issues are issues that do not affect normal network operation, Category 2 issues are calls where the customer is experiencing intermittent failure or performance degradation, and Category 1 or (C1) level calls are calls where the customer has experienced a failure or considerable performance degradation.

3. Escalation Procedures

   4.1.3.1 Problem Escalation Procedure
   Response:

   Customer problem and complaint process:

   The reseller who is working with the customer must be the first contact in any problem resolution.

   Enterasys Networks is committed to complete and total customer satisfaction. We utilize a three-category escalation model with three tiers of helpdesk customer support. Category 3 issues are issues that do not affect normal network operation, Category 2 issues are calls where the customer is experiencing intermittent failure or performance degradation, and Category 1 or (C1) level calls are calls where the customer has experienced a failure or considerable performance degradation.

   The following tables detail the escalation process by which problems and complaints are handled:

<u>Category 3</u> Customer has issues that do not affect normal network or management application operation and/or questions concerning product function.			
Time call is open	Action	Outcome	Resolution Owner/Call Owner

@ 1 hour @ 1 day	Call received in GTAC, Tier 1 technician works issue Tier 2 technician works issue	GTAC will work the issue, Field services dispatch extended	GTAC Tier 2/GTAC Tier 1
@ 5 days	Tier 2 technician works issue, GTAC supervisor notified	Review data, troubleshoot, run remote diagnostics, review case, check progress	GTAC Tier 2/ GTAC Tier 2
@ 10 days	Tier 2 technician works issue, **GTAC Manager Notified**	Tier 3 group consulted, Check progress	GTAC Tier 2/ GTAC Tier 2
@ 15 days	Issue escalated to Tier 3, Regional Service Dir. Notified, VP of Technical Services notified	Tier 3 group has ownership, Engineering engaged as necessary	GTAC Tier 3/ GTAC Tier 2
@ 20 days	EVP GSS Notified	Tier 3 group has ownership, Engineering engaged as necessary	GTAC Tier 3/ GTAC Tier 2
@ 30 days		Engineering to provide relief/fix within 30 days	Engineering/Tier 2

<u>Category 2</u> Customers network is experiencing intermittent failure or performance degradation of network or management application.

Time call is open	Action	Outcome	Resolution Owner/Call Owner
@ 1 hour @ 4 hours	Call received in GTAC, Tier 1 technician works issue GTAC supervisor notified	GTAC will work the issue, Field services dispatch extended	GTAC Tier 2/GTAC Tier 2
@ 1 day	Tier 2 technician engaged to work issue, **GTAC Manager Notified**	Run remote diagnostics, Tier 3 group consulted, Tier 3 can opt to take ownership of the call	GTAC Tier 2/ GTAC Tier 2
@ 2 days	Tier 2 technician works issue, **CEO notified, RVP Sales notified, Regional Service Dir notified, VP Technical Services notified, EVP Engineering notified, EVP Global Services notified**	Tier 3 group consulted for guidance, Tier 3 can opt to take ownership of the call, Customer updated by GTAC	GTAC Tier 2/ GTAC Tier 2
@ 3 days	Issue escalated to Tier 3 group	Tier 3 group will take ownership, Best effort will work to resolve the issue within the next 7 days, Customer updated by Tier	GTAC Tier 3/ GTAC Tier 2
@ 5 days		Engineering will be engaged by Tier 3, Customer will be updated by Tier 3 Mgr	GTAC Tier 3/ GTAC Tier 2
@ 10 days		Engineering to provide relief/fix within 14 days, Customer will be updated by Tier 3 Mgr	Engineering/Tier 2

<u>Category 1 (C1)</u> Customer's network segment or management application is down or experiencing a consistent, measurable performance impact with no immediate resolution available.

Time call is open	Action	Outcome	Resolution Owner/Call Owner

@ 1 hour	Field Services dispatch extended, GTAC Sup notified within 10 min, GTAC Manager notified	GTAC Supervisor notified, GTAC Manager notified, GTAC continues to work issue	GTAC Tier 2/GTAC Tier 2
@ 2 hours	Tier 3 Mgr updated, Regional Service Director notified, RVP Sales notified, VP of Technical Services notified	Tier 3 Mgr readies engineer, Customer contacted and updated.	GTAC Tier 2/ GTAC Tier 2
@ 4 hours	Issue escalated to Tier 3 group, Engineering Director notified, EVP of GSS notified	Tier 3 group takes ownership and endeavors to resolve in 4hrs, Customer updated, RVP update by voice and e-mail	GTAC Tier 3/ GTAC Tier 2
@ 8 hours	EVP of Engineering notified	Engineering engaged by Tier 3, Customer updated by Tier 3	GTAC Tier 3/ GTAC Tier 2
@ 12 hours	CEO notified	Engineering working issue with Tier 3 group until resolution, Customer updated by VP Technical Services	GTAC Tier 3/ GTAC Tier 2
@ 24 hours		Action plan put in place, Customer updated by EVP Global Support Services	Engineering/Tier 3 GTAC Tier 2

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

Warranty

Response:
Enterasys Networks complies with the equipment warranty requirements listed in sections 4.3.2.1, 4.3.2.2, 4.3.2.3

4.3.2.1 The offeror will guarantee that all equipment delivered pursuant to these specifications will be new and un-used, will conform to said specifications, and will be free from mechanical, electrical or other defects for a minimum of two (2) years from the date of installation, but no more than twenty eight (28) months from the date of shipment.

4.3.2.2 If because of workmanship or design defects the equipment supplied requires modifications, repair or replacement, the offeror must promptly perform the necessary work to insure the equipment is in satisfactory operating condition at no cost to the buyer.

4.3.2.3 Both the offeror and buyer agree that the buyer has the right to perform any routine maintenance and/or repairs required within the warranty period without jeopardizing the offeror's warranty or guarantee.
Response:
Any maintenance performed by the buyer invalidates Enterasys' warranty.

4.3.2.4 The offeror agrees to replace or repair any defective parts during the warranty period. The buyer may agree to replace these parts or choose to have repairs and modifications done by the offeror or their local service representatives.

Response:
Enterasys Networks' Standard Warranty states that a defective part will be replaced in the first thirty (30) days and will be repaired for the next sixty (60) days.

4.3.2.5 Any offeror unable to provide local service must clarify how they intend to provide satisfactory service support comparable to a local service center.

Response:
Enterasys Networks and its extensive network of value-added resellers fully intends to fulfill local service to any buyer who requests it.

Replacement Parts

4.3.2.6 The offeror will guarantee that standard replacement parts will be available for a minimum of seven (7) years from the date of shipment of the original equipment. Offeror will repair or replace parts within a reasonable time period from receipt of an order.

Response:
Enterasys Networks offers standard replacement parts as long as a product is still in production. At the end of a product's life Enterasys will provide parts for three years.

4.3.2.7 The offeror must state its standard policy for providing replacement parts during the warranty period as well as after the warranty period. The offeror is to include repair and return policy, procedures and pricing structures for same.

Response:
Enterasys Networks' Standard Warranty states that a defective part will be replaced in the first thirty (30) days and will be repaired for the next sixty (60) days.

After the Standard Warranty has expired replacement parts will be supplied according to the level of Service Contract purchased.

Maintenance

4.3.3.9 Maintenance Options

Response:
Enterasys Networks provides the following maintenance options:

Option Plan 1 - Time & Materials –

Vendor will provide a list of certified contractors (residing within each State) that can resolve problems in a timely manner. This option is understood to be of lowest priority to the contractors providing the services and does not include software or hardware upgrades. Pricing for the contractors time and materials is left up to those individual contractors and will not be required in this RFP.

Option Plan 2 – Software Updates, Support –

Vendor will provide to the customer all new releases of manufacturer software updates for installation on all owned equipment. Vendor will also provide unlimited access to a Technical Support Hot Line for customers' trained technicians to obtain support for the resolution of complex problems and problem identification. Telephone response by the Vendor must occur within 2 hours of a service call being placed. Vendor will promptly resolve all reported software problems and provide prompt remedial action, if appropriate. Vendor will also provide for the routine distribution of manufacturer's technical or release notes in a variety of media.

Failed parts replacement - Vendor will provide for the prompt replacement of failed parts or components of owned equipment, including (but not limited to) advance shipment of replacement parts from the Vendor's inventory to be received by the customer within 24 hours of a determination that a component has failed, and will pay for the cost of the return shipment of the failed parts. Replacement parts will be at the current manufacturing revision level, and the cost of reinstallation is to be borne by the WSCA. Expedited exchange and repair must also be available from the Vendor, if required by the customer, at reasonable "time and materials" and shipping costs.

Option Plan 3 – 8 to 5 Service and Maintenance

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

4.3.2.8 Option Plan 4 – 7 X 24 X4 Service and Maintenance

Problem reporting must be available twenty-four (24) hours a day, seven (7) days a week. Telephone response by the Vendor must occur within two (2) hours of a service call being placed for "major" failures (system down), and Vendor staff must be at the customer's site within 4 working hours. Responding technical staff must be factory-certified and must provide full restoration of operations within twenty-four (24) hours of the reported failure or problem. Service will include all new releases of software and installation of manufacturer's software updates. Service will include access to Technical Support Hot Line for customer's "user-trained" staff to troubleshoot problems and identify component failures. Service will also include the replacement (at no additional

charge to the customer) of any failed parts or components. Vendor's Hot Line must provide toll-free calling for the customer. Vendor will supply such "end-user" training as is needed for customer's staff to interact successfully with the Vendor's support staff on an ongoing basis. (Vendor should describe training program.) The offeror must provide the names, titles, addresses, and telephone numbers of the primary and backup contacts for service problems.

4.3.2.9 Coterminous Maintenance

It is desirable that all maintenance solutions be coterminous with the use of the equipment. That is to say, if a purchasing entity replaces or discontinues the use of a piece of equipment covered under a maintenance agreement, the agreement can also be terminated and a credit is due to the purchasing agency.

Individual agencies may choose to work with the vendor(s) in order to secure maintenance agreements including contract dates coterminous with the calendar or States fiscal, and/or prorated maintenance pricing based on a calendar or fiscal year, and/or options to renew maintenance. However, it is not the intent of this RFP to define all of the possible scenarios available for these agreements. Details, other than those specified within this agreement, are to be worked out with the local vendors

Response:

Enterasys Networks will refund the balance of a Service Contract should Enterasys Networks terminate the life of any product. A Service Contract may also be terminated with thirty (30) days written notice from the buyer and the contract balance will also be refunded.

4.3.2.10 Maintenance by Customer Personnel

Response:

It is desirable that the equipment be designed to allow for Customer personnel to maintain the equipment and perform routine trouble shooting.
The Vendor's response should include a description of what maintenance responsibilities can be assumed by the customer, and what types of skills or training would be necessary and available to perform such maintenance. Indicate if Customer personnel will be required to obtain a service certificate.

Before troubleshooting occurs it is advised that buyer attend, at a minimum, the Enterasys ES Switching class.

Service Offerings:

Planning – Capacity Planning, Network Audit, Vulnerability Assessment and Security Audit are all services designed to help the customer avoid any problems that may arise from a poor or incomplete network design. This is usually the first stage in the process of analyzing the customer's network lifecycle. Having a clear understanding of the issues and challenges facing them, customers can plan and implement more effective solutions within their environment.

Design – The Design services provided by Enterasys includes Network Mapping/Discovery, Enterprise Network Design, Security Policy Development, and Security Architecture Design. These services a designed to help the customer a) get a overall view of their network, b) develop an enterprise design for their network, and c) develop a security architecture and a security policy suited for their environment.

Implementation – Our project implementation services provide the customer with equipment staging, installation and configuration, security implementation and overall project management. The goal is to provide a problem free implementation for all our customer's projects.

Operation/Maintenance – After a successful project implementation, Enterasys can provide ongoing operations and maintenance support. Our offerings include Availability Services, On-Site Productivity Assistance, Enterprise Network Solutions and Security Monitoring.

Note: All the above-mentioned services can be provided as a bundle or as separate products. Enterasys Networks is aware that different network environments have different levels of expertise, so not all user environments will require full lifecycle support.

In addition to the above-mentioned services, Enterasys, through its strategic partnerships can also offer the following services as well:

Structured Wiring Solutions – Enterasys Networks, through is partnership with RCR & Associates, can offer customers a structured wiring solution tailored for their environment. These services include the installation and certification of Category 5 and single and multi-mode fiber optic cable, labeling and cable management in the wiring closets, computer room design, and overall analysis of the cabling infrastructure to meet future needs.

Software Development Services – Enterasys can offer customers software development solutions through its strategic partner Best Consulting. Best offers a wide range of services including custom application and database development, ASP applications, and consulting services for customers looking to make software changes within their environment.

Software Licensing Services - Enterasys Networks currently has an agreement in place with Software Plus + to provide our customers with preferred pricing on all Microsoft operating system software and productivity applications.

Training – Enterasys can provide product training and certification training through our training partner Global Knowledge. The regional training center is located in Santa Clara, California. Enterasys can also provide customized onsite training at the customer's site.

The following information outlines the classes available through our training partner Global Knowledge. Instructor-Led Classroom training includes expert instructors, using state-of-the-art equipment.

Classroom Learning courses can be in one or more of the following formats:

- ***Hands-On:***

Equipment intensive training for acquiring in-depth, how-to technical skills.

- ***Demonstration:***

Practical training using equipment displays, group exercises and case studies.

- ***Tutorial:***

Lecture-based, fast track IT education for network professionals and managers.

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

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

2. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any

agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

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

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

(1) Nonperformance of contractual requirements; or

(2) A material breach of any term or condition of this contract.

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

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

(1) Exercise any remedy provided by law or equity;

(2) Terminate the contract or any portion thereof, including any orders issued against the contract;

(3) Impose liquidated damages, as specified in the solicitation or contract;

(4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

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

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

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

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

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

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

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

22. WARRANTY: As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the PURCHASING ENTITY under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the PURCHASING ENTITY apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the PURCHASING ENTITY has relied on the CONTRACTOR'S skill or judgment to consider when it advised the PURCHASING ENTITY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the PURCHASING ENTITY has not been warned.

Remedies available to the PURCHASING ENTITY include the following: the CONTRACTOR will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the PURCHASING ENTITY may otherwise have under this contract with respect to defects.

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

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

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

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

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

28. PAYMENT: Payment for completion of an contract is normally made within 30 days following the date the entire order id delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

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

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

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

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

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

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

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

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

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

38. CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

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

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

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

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

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

Revision Date: April 2001