STATEWIDE MASTER CONTRACT

NUMBER T97-MST-001

Between The

Department of Information Services

and

U S WEST Communications Services, Inc.

For

VOICE MESSAGING EQUIPMENT

EFFECTIVE DATE OF CONTRACT

30 August 1996

FILE COPY

STATEWIDE VOICE MESSAGING EQUIPMENT CONTRACT

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VOICE MESSAGING EQUIPMENT

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State of Washington
Department of Information Services
512 - 12th Avenue SE
P. O. Box 42450
Olympia, Washington 98504-2450

STATEWIDE VOICE MESSAGING EQUIP. CONTRACT NUMBER T97-MST-001

THIS CONTRACT is entered into by and between the **DEPARTMENT OF INFORMATION SERVICES, STATE OF WASHINGTON**, an agency of Washington State government (hereinafter "State" or "DIS"), and **U S WEST COMMUNICATIONS SERVICES, INC.**, a corporation licensed to conduct business in the state of Washington (hereinafter "Contractor") and collectively may also be referred to as the "Parties," to govern Contractor's providing to the State Statewide Voice Messaging Equipment.

RECITALS:

WHEREAS *the State, acting by and through DIS issued a Request for Quotation/Qualifications ("RFQ/Q") dated February 29, 1996, (Exhibit A attached) for the purpose of obtaining competitive responses for Statewide Voice Messaging Equipment for use by governmental entities of the State; and*

WHEREAS *U S WEST COMMUNICATIONS SERVICES, INC. submitted a timely response to the State (Exhibit B attached) dated March 25, 1996; and*

WHEREAS *the State has evaluated the U S WEST Communications Services, Inc. response, as well as all other properly submitted responses, and has identified U S WEST Communications Services, Inc., as the apparently successful Vendor; and*

WHEREAS *the State has determined that entering into a Contract with U S WEST Communications Services, Inc., will meet the needs of the State and will be in the State's best interest;*

THEREFORE, the State awards to U S WEST Communications Services, Inc., this competitively selected Contract to furnish the State, through DIS, Telecommunication Services Division, Statewide Voice Messaging Equipment described in Contractor's Response (Exhibit B, Appendix H) at the prices set forth therein, subject to and in accordance with the terms and conditions of this Contract.

IN CONSIDERATION of the mutual promises made to each other as hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

Definitions as used throughout this Contract shall have the meanings set forth below.

"Exhibit A" shall mean the Request for Quotation/Qualifications (RFQ/Q) for a Statewide Voice Messaging Equipment issued by the Washington State Department of Information Services dated February 29, 1996.

"Exhibit B" shall mean the Contractor's Response dated March 25, 1996, to the State's RFQ/Q.

"State/DIS Contracting Officer" shall mean the Director, Department of Information Services, or designated authority.

"State/DIS Contract Administrator" shall mean that person designated by the Department of Information Services to administer this Contract on behalf of the state of Washington.

"State/ Project Officer" shall mean that person designated by the Purchaser to coordinate the installation, implementation, acceptance and all ongoing day-to-day operations of the Equipment. This position will be the principal point of contact for the Contractor's Account Manager.

"Contractor" shall mean U S West Communications Services, Inc. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Contract.

"Contractor's Account Manager" shall mean an employee of the Contractor who is assigned as the primary contact person whom the State Contract Administrator and the Purchaser's Project Manager shall work with for the duration of this Contract.

"DIS" shall mean the State of Washington's Department of Information Services working under the authority of RCW 43.105.

"Equipment" shall mean the Octel Overture Voice Mail Equipment or any other Equipment properly added to this Contract, as well as installation, support and maintenance, which are all set forth within Schedule A - Contractor's Price List.

"Material Breach" shall mean non-performance which significantly impairs an aggrieved party's rights under this Contract.

"RCW" shall mean the Revised Code of Washington (Washington State Law).

"Response" shall mean Contractor's Response to the State's RFQ/Q, dated March 25, 1996, (Exhibit B hereto).

"RFQ/Q" shall mean the Request for Quotation/Qualifications issued by the Washington State Department of Information Services dated February 29, 1996 (Exhibit A hereto).

"State" shall mean the state of Washington, acting through the Department of Information Services (DIS), or as otherwise identified.

"Purchaser" shall mean any authorized individual of any Washington State agency and any political subdivision or government organization in the State of Washington including employees of the Department of Information Services with authority to purchase such Equipment.

"Purchaser's Order Document" shall mean any official Purchase document and attachments thereto which specify Equipment and services to be purchased from the Contractor under this Agreement.

"State Working Days" shall mean the normal working days detailed in the State's Human Resource documents that allow certain holidays and week ends to be non-working days.

"Voice Mail System" shall refer to all Octel hardware and software, all single nodes, all cluster nodes, all subnodes of a cluster node, telephone company provided facilities (circuits), data links, and other related Equipment to perform the functions for providing Voice Messaging Service to the State's entire Subscriber base.

"U S WEST Communications Services, Inc. Regular Business Hours" (Business Hours) shall mean 8:00 a.m. to 4:30 p.m., Monday through Friday, Pacific Time, excluding U S WEST holidays.

Term And Termination

2. TERM OF CONTRACT

A. INITIAL TERM

8/30/96

The initial term of this Contract s[redacted] commencing upon the date of its execution by both the Parties. The latest execution date of this Contract shall be the considered the commencement date and the anniversary date.

B. SUBSEQUENT TERMS

After the initial five (5) year period, DIS may extend this Contract [redacted] additional years. Extension(s) shall be accomplished only with the written mutual consent of both Parties.

At least one hundred eighty (180) days prior to the expiration of the then current term, DIS will notify the Contractor in writing of its desire to extend the Contract. During the first forty-five (45) days of said written notification, DIS and the Contractor shall negotiate the terms of the Contract extension. If DIS and the Contractor have not reached agreement at the end of the forty-five (45) day negotiating period, DIS may, at its sole discretion, notify the Contractor in writing of its intent not to extend the Contract. No changes to the terms and conditions or increases to rates for goods and/or Service (Schedule A, Price List attached hereto, and included by reference herein) shall be permitted except prior to, but not during, the initial term of this Contract or prior to, but not during, subsequent Contract extensions unless mandated by a court or governmental entity with proper jurisdiction.

3. SURVIVORSHIP OF PROVISIONS

All terms of this Contract will apply to items ordered prior to such termination date until acceptance of such items, regardless of the expiration of this Contract.

All purchase transactions executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in the Contract that by their sense and context are intended to survive performance by the parties shall so survive the completion of the performance, cancellation or termination of the Contract. In addition, the terms of the sections concerning Disputes, Limitation of Liability, Patent and Copyright Indemnification, and Protection of Purchaser's Confidential Information shall survive the termination of this Contract.

4. TERMINATION FOR CONFLICT OF INTEREST

A. The State may terminate this Contract by written notice to the Contractor if it is found after due notice and examination that there is a violation relative to this Contract by Contractor of:

1. Ethics in Public Service, chapter 42.52 RCW; or

2. Any other law regarding ethics in public acquisitions and procurement and performance of contracts.

B. In the event this Contract is terminated as provided above, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a Material Breach of this Contract by the Contractor. The rights and remedies of the State provided by this provision shall not be exclusive and are in addition to any other rights and remedies provided by law.

5. TERMINATION FOR DEFAULT

If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract or if Contractor violates any of the performance warranties made herein, then the State Contracting Officer may give Contractor written notice of such failure or violation which shall be corrected by Contractor within 30 days, or as specifically set forth elsewhere herein. If such failure or violation is not corrected, the State Contract Officer may, by written notice, terminate this contract, in whole or in part, for this Material Breach by the Contractor in the performance of any obligations or provisions hereof. In no event may the State terminate this Contract until the Contractor has received notice of such Material Breach as specified herein.

A. If it is determined for any reason said failure to perform is without the Contractor's control, fault, or negligence, the termination shall be deemed to be a TERMINATION FOR CONVENIENCE.

B. This provision shall not apply to any Contractor failure(s) to perform that result from the negligent acts or omissions of the State.

C. Contractor may, by written notice, terminate this Contract, in whole or in part for failure of the State to perform any of the material obligations or material provisions hereof. If the State fails to fulfill in a timely and proper manner its performance obligations under this Contract, or if the State violates any of the performance warranties made herein, then the Contractor shall give the State Contracting Officer written notice of such failure or violation which shall be corrected by the State within thirty (30) working days. If such failure or violation is not corrected, this Contract may be terminated immediately by written notice from the Contractor to the State Contracting Officer. In no event may Contractor terminate this Contract until State has received notice of such Material Breach as specified herein.

6. TERMINATION PROCEDURE

A. Upon termination of this Contract, the State, in addition to any other rights provided in this Master Contract, shall require the Contractor to deliver to all Purchasers, all Equipment or service accepted prior to the effective date of termination by the State, for performance of such part of this Master Contract as has been terminated;

B. Unless otherwise provided herein, the Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for the Equipment or services accepted by the Purchaser and the amount agreed upon by the Contractor and the Purchaser for:

1. Completed services for which no separate price is stated,

2. Partially completed services,

3. Other Equipment or services which are accepted by the Purchaser.

C. Under conditions of termination or cancellation by the State for default, the Purchaser may withhold thereafter, from any amounts due the Contractor for such Equipment and services, an amount determined to be necessary to protect the Purchaser against loss or liability and to cause a reasonable effort to mitigate damages sustained;

D. The rights and remedies of the Purchaser provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Contract; and

E. After receipt of a notice of termination, and except as otherwise directed by the State Contract Officer, the Contractor shall:

1. Stop work under this Master Contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for Equipment or services except as may be necessary for completion of such portion of this Master Contract as is not terminated;

3. Assign to the State, in the manner, at the times, and to the extent directed by the State Contract Officer, all the rights, titles, and interest of the Contractor under the orders and subcontracts for which the Purchaser has paid the Contractor and the Contractor has not paid the subcontractor, in which case the State has the right, at its discretion, to settle or pay any or all claims out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Purchaser to the extent required which approval or ratification shall be final for the purpose of this clause;

5. Transfer title to the Purchaser and deliver in the manner, at the time, and to the extent, if any, as directed by the Purchaser any property accepted by the Purchaser which, if the Master Contract had been completed, would have been required to be furnished to the Purchaser;

6. Complete performance of such part of this Master Contract as shall not have been terminated by the State (Purchaser);

7. Take such action as may be necessary, or as the State may direct, for the protection and preservation of the property related to this Master Contract which is in the possession of the Contractor and in which the State (Purchaser) has or may acquire an interest; and

8. Provide written certification to the State Contracting Officer and Purchaser that the Contractor has surrendered to the State all said property.

7. TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the authority of DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, the State may terminate this Contract under the TERMINATION FOR CONVENIENCE provision of this Contract provided that if the State has the authority at the time of Withdrawal of Authority and another agency has the authority to accept assignment of this Contract, the State has made every reasonable effort to assign this Contract in accordance with ASSIGNMENT provision of this Contract.

8. TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated for this Contract for periodic payment in any future biennial fiscal period, the State will not be obligated to pay the net remainder of agreed-to consecutive periodic payments remaining unpaid beyond the end of the then-current biennium. The State agrees to notify the Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the State in the event this provision shall be exercised. This provision shall not be construed so as to permit the State to terminate this Contract in order to acquire similar Service from a third party.

9. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the State Contracting Officer may, by ***thirty (30)*** days written notice, beginning on the fourth day after the mailing of such notice, terminate this Contract, in whole or in part. Invocation of the TERMINATION FOR WITHDRAWAL OF AUTHORITY, or NON-ALLOCATION OF FUNDS provision is deemed a termination for convenience.

If this Contract is so terminated, the State is liable only for payment for Equipment rendered prior to the effective date of termination.

Standard Content Provisions

10. LIMITATION OF LIABILITY

A. THE PARTIES AGREE THAT NEITHER THE CONTRACTOR NOR THE STATE, NOR THE PURCHASER SHALL BE LIABLE TO EACH OTHER, REGARDLESS OF THE FORM OF ACTION, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES. The Parties further agree that neither shall be liable to the other for any loss of use, loss of profits, or loss of business.

B. Neither the Contractor nor the State shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Contractor, the State, or their respective subcontractors.

C. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of any governmental body acting in either its sovereign or contractual capacity, war, explosions, earthquakes, fires. floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

D. If delays are caused by the default of a subcontractor without its fault or negligence, the Contractor shall not be liable for damages for delays, unless the service to be furnished by its subcontractors were obtainable on comparable terms from other sources in sufficient time to permit the to meet its required performance schedule.

E. Neither party shall be liable for personal injury or damage to property except personal injury or damage to property caused by each party's respective fault or negligence.

11. WAIVER

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

12. QUIET POSSESSION AND USAGE

The Purchaser, upon paying the amounts due hereunder and performing all other covenants, terms, and conditions on its part to be performed hereunder, may and shall peacefully and quietly enjoy the Equipment or service without suit, molestation, or interruption.

13. SAVE HARMLESS

Contractor shall protect, indemnify and save the Purchaser harmless from and against any damage, cost, or liability for any or all injuries to persons or damage to property arising from acts or omissions of Contractor, its officers, employees, agents, or subcontractors.

The Purchaser shall protect, indemnify and save Contractor, its officers, employees, agents, or subcontractors harmless from and against any damage, cost, or liability for any or all injuries to persons or damage to property arising from acts or omissions of the Purchaser, its officers, employees, agents, or subcontractors.

14. SEVERABILITY

If any term or condition of this 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; to this end the terms and conditions of this Contract are declared severable.

15. COMPLIANCE WITH CIVIL RIGHTS LAWS

Chapter

During the performance of this Contract, the Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 et seq.; the Americans with Disabilities Act (ADA); and ~~Title~~ 49.60 RCW, Washington Law Against Discrimination. In the event of the Contractor's non compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Master Contract may be rescinded, canceled or terminated in whole or in part under the Termination for Default section(s), and the Contractor may be declared ineligible for further Contracts with the Purchaser. The Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Master Contract, Contractor may be subject to penalties under federal and state law.

16. FAILURE TO PERFORM

In the event Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Contract and thirty (30) calendar days after written notice or other such notices as set forth herein of said failure to perform is provided to Contractor and said failure has not been cured, the State may withhold all monies due and payable to Contractor for the performance of such obligation, without penalty, until such failure to perform is cured or otherwise adjudicated.

17. INDEPENDENT STATUS OF CONTRACTOR

The Parties hereto, in the performance of this Contract, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, 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.

18. CONTRACTOR DESIGNATED AS AGENT

The State may designate Contractor as an agent of the State on a case-by-case basis for certain telephone company related activities by a "Letter of Authorization," signed by the State Contract Officer.

Except as specifically provided in the "Letter of Authorization," Contractor shall not act as an agent for the State for any other purposes whatsoever.

19. GOVERNING LAW

This Contract and the parties' actions under this Contract shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental or regulatory agency orders. This Contract shall be governed in all respects by the law and statutes of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

20. SUBCONTRACTORS

Contractor means any firm, provider, organization, individual, or other entity performing service under this Contract. It shall include any subcontractor retained by the Contractor as permitted under the terms of this Contract. Subcontractor means one not in the employment of the Contractor who is performing all or part of the service under this Contract under a separate contract with the Contractor. The Contractor may, with prior written permission not unreasonably withheld or delayed from the State Contracting Officer, enter into subcontracts with third parties for its performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State for any breach in the performance of the Contractor's duties. The Contractor agrees that all subcontractors shall be agents of the Contractor, and the Contractor further agrees to hold the State harmless from omissions of the Contractor's subcontractors, their agents, or employees subject to the limitations set forth in the LIMITATION OF LIABILITY and SAVE HARMLESS provisions of this Contract. The State 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 provisions of this Contract occasioned by the acts or omissions of the Contractor's subcontractors, their agents, or employees. The PATENT AND COPYRIGHT INDEMNIFICATION provisions of this Contract shall apply to all subcontractors.

Contract Administration

21. NOTICES

Any notice or demand or other communications which under this Contract or applicable law shall or may be given by Contractor or State shall be in writing, properly addressed and either delivered in person, or by a recognized overnight 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:

to **Contractor** at:
U S WEST Communications Services, Inc.
Attention: Account Manager
512 12th Avenue, Room 400
Olympia, Washington 98504

to **State** at:
State of Washington
Department of Information Services
Attention: Contract Administrator
512 - 12th Avenue SE, MS 42445
Olympia, Washington 98504-2445

Any notices given hereunder shall be effective upon receipt or four (4) days after mailing. The notice addresses as provided herein may be changed by written notice given as provided above.

22. INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

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

B. Each of the documents listed below is by this reference incorporated into this Contract as though fully set forth herein. If any provision of this Contract shall be deemed in conflict with any statute or rule of law, such provisions shall be deemed modified to conform to such statute or rule of law. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

1. Applicable federal and state statutes and regulations;
2. Provisions of this Contract T97-MST-001;
3. Schedule A - Contractor's price list;
4. Exhibit A - State of Washington Request for Quotation/Qualifications (RFQ/Q) for a Statewide Voice Messaging Service dated February 29, 1996;

5. Exhibit B - Contractor's Proposal to the State, dated March 25, 1996, including all written information provided with Contractor's proposal.

23. ENTIRE CONTRACT

This Contract is the complete and exclusive Contract between the Parties with respect to the subject matter hereof, except as provided in the section CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS, and supersedes all proposals and prior Contracts, oral or written, and all other related communications between the Parties.

24. ATTORNEY'S' FEES AND COSTS

If any litigation is brought to enforce, or arising out of this Contract or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation including necessary fees, costs, and expenses for services rendered at both trial and appellate levels as well as subsequent to judgment in obtaining execution thereof.

25. MODIFICATIONS, AMENDMENTS AND AUTHORITY

No modification, amendment, alteration, addition or waiver of any provision or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized officer of the Contractor and the State. Only the State Contracting Officer or delegate by writing shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any provision or condition of this Contract on behalf of State.

26. DISPUTES

A. Except as otherwise provided in this Contract, when a bona fide dispute concerning a question of fact arises between the Contractor and the State and it cannot be resolved between the Parties with the aid of the State Contract Administrator, either party may initiate the dispute resolution procedure provided herein. Likewise, when a dispute cannot be resolved between the Contractor and the State the following dispute resolution procedure shall be used.

B. 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) State Working Days.

1. Then, both Parties shall have three (3) State Working Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after three (3) State working days, a dispute resolution panel may be appointed.

2. Each party will designate a panel member, and those two panel members will appoint a third individual to the panel.

3. 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.

C. Both Parties agree to exercise good faith in dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible unless irreparable harm will result. Neither party shall commence litigation against the other before the panel has issued its decision on the matter in dispute.

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

27. PUBLICITY

The Contractor agrees to submit to the State Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. The Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State.

28. CONTRACTOR RECORDS AND DOCUMENTS

The Contractor and each subcontractor shall retain books, records, documents, electronic media and other evidence of accounting procedures and practices which sufficiently and properly reflect all billing and invoicing related to Contractor's performance of this Contract. These records shall be subject to inspection, review or audit by the State Contract Administrator, personnel duly authorized by the State, Office of Financial Management, Office of the Auditor, or authorized by law. Contractor shall make such records available during "Business Hours" upon reasonable advance notice from the State. The Contractor will retain these books, records, documents and other material relevant to this Contract for six (6) years and make them available for inspection by persons authorized under this provision.

29. ASSIGNMENT

A. With the prior written consent of the State Contracting Officer, which consent shall not be unreasonably withheld, the Contractor may assign this Contract including the proceeds hereof: PROVIDED, however, that such assignment shall not operate to relieve the Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to the State that may arise from any breach of the provisions of this Contract, its supplements, or warranties made herein including but not limited to, rights of setoff; and, PROVIDED FURTHER, that all risks and expenses incurred in connection with such assignment shall be borne by the Contractor.

B. With the prior written consent of the Contractor, which consent shall not be unreasonably withheld, the State may assign this Contract to any State Agency or Political Subdivision within the political boundaries of the state of Washington: PROVIDED that such assignment shall not operate to relieve the State of any of its duties and obligations hereunder, including the obligation to pay charges owing when an assignment is made; and, PROVIDED FURTHER, that all risks and expenses incurred in connection with such assignment shall be borne by the State.

30. PROTECTION OF PROPRIETARY/CONFIDENTIAL INFORMATION

A. Both Parties acknowledges that some of the material and information which may come into their possession or knowledge in connection with this Contract or its performance may consist of confidential data, the disclosure of which to, or use by, third parties will be damaging. Therefore, access to information concerning individual recipients services or individual clients shall not be granted except as authorized by law or agency rule. Both Parties agree to hold all such information in confidence, and not to make use thereof other than for the performance of this Contract, to release it only to authorized employees requiring such information, and not to release or disclose it to any other party. Contractor agrees to release such information or material only to employees or other parties who have signed a written contract expressly prohibiting disclosure.

B. This provision does not impose any obligation on either party if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time; (3) furnished by the disclosing party to others without restrictions on its use or disclosure; (4) independently developed by the receiving party without use of the proprietary information.

C. Any specific information that is contained in the Contractor's Response (Exhibit B) that is confidential or proprietary, and has been clearly identified by the Contractor. If a request is made to view Contractor's proprietary information, the State will comply with the Open Public Records Act, chapter 42.17 RCW, and the DIS applicable WAC 143-06.

31. STATE MONITORING OF CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

The State reserves the right to request the removal of any employee of the Contractor or any subcontractor working under this Contract for just cause. The State shall provide written notice of such just cause for removal to the Contractor. The Contractor shall make every reasonable effort to resolve the issue to the satisfaction of the State within thirty (30) days of receipt of notice. If not resolved to the satisfaction of the State within thirty (30) days, the employee will be removed from the Contract by the Contractor.

32. APPROVALS IN A TIMELY MANNER

Whenever the approval for a subcontract, deliverable, schedule or document, is required by the State Contracting Officer, such approval shall be granted or denied in writing and in a timely fashion.

33. OVERPAYMENTS TO CONTRACTOR

Contractor shall promptly refund to the Purchaser the full amount of any erroneous payment or overpayment made to the Contractor upon notice of an erroneous payment or overpayment to which Contractor is not entitled as determined by Purchaser.

34. CONTRACTOR ACCOUNT MANAGER

The Contractor shall appoint an individual who will be the Account Manager for the State of Washington account. The Account Manager will be the principal point of contact for the State concerning the Contractor's performance herein. The Account Manager will also serve as the focal point for business matters, support coordination, administrative activities, application development and Subscriber training.

35. INVOICE AND PAYMENT PROVISION

35.1. The following minimum information must appear on all Contractor invoices:

A. Name and address of Purchaser

B. Purchaser's Order Document number

C. Date of Purchaser's Order Document number was received by Contractor

D. Order description

E. Number of units ordered/shipped

F. Date of delivery/installation

G. Invoice price for each item

H. Contractor provided installation charges. The Contractor shall furnish to the Purchaser a breakdown setting forth the schedule of values of labor and materials of the various parts of the work on which this Master Contract is based, generally as detailed from Order Document(s) specifications divisions or as further directed by the Purchaser.

I. Applicable taxes listed separately

J. Total invoice price

K. Payment terms including any applicable prompt payment discounts

L. Contractor's remittance address

Incorrect invoices will be returned by the Purchaser for correction and reissue.

This Master Contract and Purchaser's Order Document(s), or other applicable purchase document numbers must appear on all invoices, packing slips, packages, and correspondence relating to Purchaser's acquisition. All purchase transactions pursuant to this Master Contract shall be conducted directly between Purchaser and Contractor.

36. ADDITIONAL PRODUCTS AND SERVICES

The State and Contractor agree that additional products and services which are appropriate to the scope of this Contract, may be added to this Contract (Schedules) by an instrument in writing, with the mutual consent of both parties. Such writing shall include a specific description of the additional products and services listing complete pricing and additional terms and conditions as relevant. The additional products and services shall be available under the same terms and conditions established herein, unless otherwise agreed to in writing.

Contractor's Responsibilities

37. LICENSING STANDARDS

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

38. EQUIPMENT CONDITION

Contractor warrants that Equipment acquired subject to this Master Contract shall, in every case, be newly manufactured from all new parts, or manufacture warranted as new.

39. SUBPOENA

In the event that a subpoena or other legal process in any way concerning Equipment provided pursuant to this Master Contract is served upon Contractor, Contractor agrees to notify the State Contract Manager in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor further agrees to cooperate with the State, at the State's expense, in any lawful effort by the State to contest the legal validity of such subpoena or other legal process.

40. INSTALLATION AND DELIVERY DATES

40.1. Freight charges shall be F.O. B. Purchaser's destination which shall be mutually agreed upon and specified on Purchaser's Order Document(s). Standard delivery and installation of Equipment system(s) shall be within 45 calendar days after receipt of written order. Requests for extension must be reduced to writing and may be granted at the sole discretion of the Purchaser. Grant of extensions shall not be unreasonably withheld.

40.2. The Contractor shall install the Equipment, ready for use on or before the mutually agreed upon installation date(s) specified in the Purchaser's Order Document(s). The Equipment shall not be considered ready for use until the Contractor provides the Purchaser with documentation of a successful system audit utilizing Contractor's diagnostic routines, performed at the Purchaser's installation site, which demonstrates that the Equipment meets minimum designed capabilities and after reviewing such documentation the Purchaser agrees that the Equipment is ready to begin acceptance testing and so notifies Contractor in writing.

40.3. Contractor agrees to provide Purchaser with written specifications for the installation site within fifteen (15) days after the Equipment is ordered.

40.4. The Purchaser agrees to have the Equipment installation site prepared in accordance with Contractor's written specifications prior to the facility readiness date specified in Purchaser's Order Document(s). The Purchaser shall provide the Contractor access to the Equipment installation site on the installation date for the purpose of installing the Equipment.

41. PURCHASER'S SITE AND INSTALLATION PLANNING

When preparation guidelines have been furnished (in writing) by the Contractor, the Purchaser shall honor the guidelines and shall assure that sufficient areas and prep-work to permit the Equipment being installed to operate efficiently. This work will focus on environment and power needs of the Equipment. Contractor's specialists will be available (at no cost) to the Purchaser to provide required consultation relative to site planning. When the site is prepared, Contractor Field Engineering will inspect the facilities to assure compliance with published guidelines and approve each in writing.

42. OBSOLESCENCE PROTECTION

In the event that new Equipment products become available within six (6) months of the execution of this Master Contract, the Contractor will work with the Purchaser on an individual basis to exchange existing Equipment previously acquired under this Master Contract with said new products. The price Purchaser shall pay will be negotiated.

43. STANDARD OF PERFORMANCE AND ACCEPTANCE

43.1. This provision establishes a standard of performance which must be met before any of the Equipment is accepted by the Purchaser. It is also applicable to any replacement or substitute Equipment which is added or field modified after completion of a successful performance period.

43.2. The performance period shall begin when the Equipment is installed and ready for use and shall end when the Equipment has met the standard of performance (set forth within the Contractor's response) for a period of thirty (30) consecutive days by operating in conformance with the Contractor's technical specifications or as quoted in the Contractor's response to the RFQ/Q and at a effectiveness level as specified in published bulletins.

43.3. In the event the Equipment does not meet the standard of performance during the initial thirty (30) consecutive days, the standard of performance test shall continue on a day-to-day basis until the standard of performance is met for a total of thirty (30) consecutive days. If the Equipment fails to meet the standard of performance after ninety (90) calendar days, from commencement of acceptance testing (as per Contractor's response), the Purchaser may, at its option, either terminate the Equipment order without penalty, request replacement Equipment, or continue the performance test. The Contractor shall be liable for all inbound and outbound preparations and shipping costs for Equipment returned pursuant to this provision. The Purchaser's option to terminate the Equipment Order under this Master Contract shall remain in effect until such time as successful completion of the performance period is attained.

43.4. During a period of Equipment downtime, the Purchaser may use operable Equipment when such action does not interfere with maintenance of the inoperable Equipment.

43.5. Equipment shall not be accepted and no charges shall be paid until the standard of performance is met. The date of acceptance shall be the first day after the successful performance period.

43.6. In addition to the applicable Testing and Acceptance Procedures set forth with the RFQ/Q and the manufacturer's technical documents, the following procedures shall be followed by both the Contractor and the Purchaser:

a) The Contractor's test plans will include procedures for testing all lines, trunks, and carrier facilities provided by telephone companies and other carriers.

b) When the systems and installation at any location have satisfactorily completed all factory and field tests, the Contractor shall request from the Purchaser, in writing, permission to place the system and installation into Acceptance Testing. The

Purchaser will review all such requests and, if reasonably satisfied, authorize the Contractor, in writing, to proceed.

c) Within thirty (30) days after any system or installation is placed in the Acceptance Testing phase, the Purchaser shall notify the Contractor, in writing, of deficiencies which the Purchaser determines are in violation of plans, specifications, manufacturer's installation instructions, or other obligations of the Contractor under this Master Contract.

d) Acceptance will run until thirty (30) consecutive days of operation with the performance criteria herein has been completed. During that time the Purchaser will identify, and the Contractor will expeditiously correct, deficiencies noted during Acceptance Testing. All service affecting deficiencies will be corrected, and remaining deficiencies will be noted in the acceptance document with the Contractor's estimated correction dates shown. This will constitute an agreement by the Contractor to correct these remaining discrepancies by the stated date. Failure to do so may result in the Purchaser seeking remedy as set forth elsewhere in within this Master Agreement.

44. ESCALATION AND NOTIFICATION PROCEDURE

Malfunctioning Equipment shall be repaired or a replacement spare installed by the Contractor's maintenance technician no later than 48 hours following identification of Equipment malfunction. Failure of the Contractor to comply with this requirement shall be a failure to perform (details of the response times are found in the RFQ/Q 7.10 and the Vendor's response Appendix H) .

Contractor shall not be in default if repairs are initiated within the specified time period and thereafter diligently proceeds to complete the repair. Contractor, however, shall exercise the highest level of escalation within the Contractor's escalation process to complete the repair. Failure to do so shall be deemed a failure to perform. A description of Contractor's "CLIENT ESCALATION AND NOTIFICATION PROCEDURE" is made part of this Agreement as Attachment 2.

45. TIME

Time is of the essence in this Master Contract. The Contractor shall at all times carry on the work diligently, without delay and punctually fulfill all requirements made in this Master Contract.

46. INSURANCE

The Contractor will (at their expense) obtain and keep in force sufficient insurance to meet the State's standards for Comprehensive Public Liability for property damage ($1,000,000 Aggregate), automobile operation ($1,000,000 bodily damage), property damage ($500,000), and personal injury ($1,000,000). The limits of all insurance required by the Contractor shall be no less than the minimum amounts established within State recommendations. However, coverage in the amounts listed therein shall not limit, nor be construed to relieve, the contractor from liability in excess of such limits and or amounts.

47. PRICE PROTECTION

The Contractor agrees that all the prices, terms, warranties, and benefits granted by the Contractor are comparable to or better than the equivalent terms being offered by the Contractor to any present customer meeting the same qualifications or requirements as the State, including, but not limited to, quantities, engineering, time frames, Equipment capacity and usage parameters. Except as otherwise herein provided, if the Contractor shall, during the term of this Master Contract, enter into an arrangement with an other said customer providing greater benefits or more favorable terms, the Contractor shall be obligated to provide the same to the State under this Master Contract.

48. COORDINATION OF WORK

The Contractor shall coordinate the work outlined on Purchaser's Order Document(s) with the work of all other Contractors, and shall coordinate their work with all adjacent work so as to facilitate the progress of the entire work or project. The Contractor shall be solely responsible for all means, methods, techniques, and procedures and for coordinating all portions of the work under this Master Contract.

49. DOCUMENTATION AVAILABILITY

Contractor will provide the Purchaser, at no charge, sufficient copies (minimum of one per system sold), of each of the manuals required to effectively operate the Equipment as described in the Contractor's proposal. Contractor represents that these manuals, as they may be updated from time to time, are the complete set(s) available for the Equipment installed under this Master Contract.

In addition to the above specified documentation, Contractor shall include any other manuals and program description which Contractor will consider helpful to Purchaser.

Contractor further agrees:

A. Contractor agrees that all future documentation and revisions of existing documentation developed for the Equipment, which may be useful to the Purchaser, shall be furnished to the Purchaser. Where such future or revised

documentation is furnished without charge to any customer of Contractor it shall be furnished without charge to the Purchaser. Where not so available without charge, it shall be furnished to Purchaser, upon request, at the then published price.

B. All documentation and printed material(s) provided by Contractor to the Purchaser may be reproduced by the Purchaser (unless copyright protected by the manufacturer), provided that such reproduction is made solely for the internal use of Purchaser, for use at the designated Equipment site and/or respective administrative location specified on the purchase order and also provided that any copyright notices are included on each page, if applicable.

50. INSTALLATION AND CORRECTION OF DEFECTS

A. The installation work shall be done in strict conformity with Purchaser's Order Document(s) and drawings and specifications and with such instructions as shall from time to time be given in writing by the State/Project Officer. If the instructions given are not clear to permit the Contractor to proceed with work, the Purchaser or its engineer will (either upon their motion or upon request from the Contractor) furnish additional instructions, together with such additional drawings or specifications as may be necessary. When such request is made by the Contractor, it must be made in ample time to permit the preparation of the instructions and specifications before the work covered by the request is undertaken. Such additional instructions and or specifications shall not be inconsistent with the Purchaser's original documents and specifications and shall have the same force and effect if contained in the Purchaser's original specifications, however, additional instructions and or specifications may extend the installation date by an equal number of days.

B. The Contractor shall promptly remove from the premises all materials rejected by the Purchaser as failing to conform to this Master Contract or the Purchaser's Order Document(s), whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with this Master Contract or Purchaser's Order Document(s) without expense to the Purchaser an shall bear the expense of making good all work of the Contractors destroyed or damaged by such removal or replacement.

C. The Purchaser reserves the right to enter the premises, to use same, and to have work done by other contractors, or to use parts of the work of this Contractor, before the final completion of the work, it being understood that such use by the Purchaser in no way relieves the Contractor from full responsibility for the entire work until final completion of the Master Contract. The Purchaser reserves the right to let other contracts in connection with this work.

D. The Contractor shall confine all apparatus, storage of materials, and operation of their work to the limits indicated by law, ordinances, permits, or directions of the

Purchaser and shall not unreasonably encumber the premises with materials. The Contractor shall enforce the law, ordinances, permits, or instructions of the Purchaser regarding signs, advertisements, fires, smoking and vehicular parking. The Contractor shall not load or permit any part of any structure to be loaded with a weight that will endanger the safety of the structure or the safety of persons who may be in proximity of such structure.

51. CLEANING REQUIREMENTS

At no additional cost to the Purchaser, the Contractor agrees (and shall be) responsible for replacing, restoring and/or bringing to original condition all floors, ceilings, walls, grounds, pavements, etc., damaged by their personnel. From time to time, as may be ordered by the Purchaser and immediately after completion of the Equipment work, the Contractor shall, at their own expense, clean up and remove all refuse and unused material(s) resulting from work. Upon Contractor's failure to do so within forty-eight (48) hours after having been notified in writing by the Purchaser, the work may be done by others and the cost(s) thereof charged to the Contractor and deducted from their final payment.

52. TRAINING AND DOCUMENTATION

Training is considered a critical portion of the Contractor's support, and since the State considers training crucial to the success of all Equipment, specific training requirements are outlined within the RFQ/Q and the Contractor's response.

A. Contractor agrees to make available, for a minimum period of six (6) years following the date Contractor provides written notification to Purchaser that the Equipment is out of production, but in no case less than ten years from the date of the Master Contract, all materials used by Contractor in any and all training courses taught by Contractor connected with the use, operation, or programming of such Equipment. Such training materials shall include, but not limited to, student materials such as syllabi, agendas, tests, and teaching materials such as instructor's manuals, user manuals, audio visual aids, test results, and other material deemed useful.

B. Purchaser shall have the right, so long as the Equipment contracted for hereunder is in use by Purchaser, to give instruction to Purchaser personnel in all system use and operator courses described in the proposal and its attachments and appendices without charge, using materials supplied by Contractor. Such use by Purchaser of Contractor materials shall include the right to reproduce the same solely for the permitted use, which use and reproduction shall not be deemed to violate or infringe upon any patent, copyright, or other proprietary right of Contractor. The right to reproduce includes the right to videotape or film training sessions conducted by the Contractor.

C. Contractor agrees that the courses described in the Contractor's response to the RFQ/Q, Master Contract attachments, and appendices will remain available to Purchaser as long as the Equipment and software delivered hereunder remains under this Contract. Charges for such courses (to the extent not agreed by the Contractor to be furnished at no cost) will be made at Contractor's then prevailing rates.

53. RIGHTS AS ORIGINAL PURCHASER

The Contractor hereby acknowledges and agrees that the Purchaser of the herein-stated new Equipment has the right, upon resale of said Equipment by the Purchaser to a subsequent third party, to transfer and assign all of the rights, title, and interest in said Equipment provided by this Master Contract.

54. ADDITIONAL SERVICES

At the Purchaser's sole option, Contractor shall offer additional services which shall include, but not limited to; purchase of additional Equipment, programming, wiring and relocation of existing Equipment. The maximum response time to such requests shall be no more than one week. Additional services shall be billed to the Purchaser on a time and materials basis at the prices quoted in the Contractor's response (attached hereto) and listed in Schedule A to this Master Contract.

55. MARKETING

Contractor shall promote, market, champion and demonstrate the Equipment to potential new Subscriber organizations and to existing Subscriber organizations. The Contractor shall be responsible for all costs and marketing aspects of the Equipment.

Prior to release, the State Contract Administrator shall approve the initial and subsequent marketing promotions.

56. IDENTIFICATION

All invoices, packing lists, packages, shipping notices, and other written documents affecting this Master Contract shall contain this Master Contract number and the Purchaser's Order Document number. Packing list shall be enclosed in each and every box or package shipped pursuant to this Master Contract, indicating the content thereof. Invoices will not be processed for payment until all items invoiced are received.

57. LIQUIDATED DAMAGES

A. LIQUIDATED DAMAGES - GENERAL

1. Any delay by the Contractor to perform will interfere with the proper implementation of the Purchaser's programs to the loss and damage of the

Purchaser and the citizens of the state of Washington. Similarly, delay by the Purchaser in readying the facility (or permitting installation) will interfere with the schedule under which the Contractor is operating, thus resulting in damage to the Contractor

2. As it would be impracticable to fix the actual damage sustained in the event of any such failure(s) to perform, the Purchaser (State) and the Contractor, therefore, agree that in the event of any such failure(s) to perform, the amount of damage which will be sustained will be the amount set forth in the following paragraphs and the Parties agree that the Contractor and the Purchaser shall pay such amounts as liquidated damages and not as a penalty.

3. Any amounts due the Purchaser as liquidated damages may be deducted by that Purchaser from any money payable to the Contractor pursuant to this Master Contract or the Purchaser may bill the Contractor as a separate item. The Purchaser shall notify the Contractor in writing of any claim for liquidated damages pursuant to this provision prior to the date the Purchaser deducts such sums from money payable to the Contractor.

4. Liquidated damages provided for under the terms of this Contract are subject to the same limitations as provided for in the provision entitled "LIMITATION OF LIABILITY."

B. LIQUIDATED DAMAGES - INSTALLATION OF EQUIPMENT

1. If the Contractor does not install the Equipment described in this Master Contract and Purchaser's Order Document(s) and special features and accessories described in this Master Contract with the Equipment, ready for use on or before the mutually agreed upon installation date set forth in the Purchaser's Order Document(s), the Contractor shall pay to the Purchaser as fixed and agreed liquidated damages in lieu of all other damages due to such non-installation, for each day past the agreed upon installation date such Equipment is installed and ready for use, but not more than fifteen (15) calendar days, an amount of $100 per day. In no event shall the damages exceed the purchase price of Equipment and amounts set forth in this provision (57.B.1) shall be considered the sole remedy of the Purchaser.

2. If the delay is more than thirty (30) calendar days, then by written notice to the Contractor, the Purchaser may terminate the right of the Contractor to install and may obtain substitute Equipment. In this event, the Contractor shall be liable for liquidated damages, in the amounts specified above, until substitute Equipment is installed, ready for use, or fifteen (15) calendar days from the installation date, whichever occurs first. The Contractor shall be liable for inbound and outbound preparation and shipping costs for Equipment returned pursuant to this clause.

58. TAXES

Each Purchaser shall pay sales and use taxes imposed on goods or services acquired hereunder. The Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, taxes based on the Contractor's income, or personal property taxes levied or assessed on the Contractor's personal property to which the State or Purchaser does not hold title.

59. TREATMENT OF ASSETS

59.1. Title or license to all Equipment, property, or software furnished and or delivered by the Contractor (when the software is the Contractor's proprietary, copyrighted software only the applicable license to use, not title) is passed to and vested in the Purchaser.

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

59.3. The Contractor agrees to bear all risks of loss, damage, or destruction of the Equipment ordered hereunder which occurs prior to delivery; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by the Purchaser, except loss or damage attributable to the Contractor's fault or negligence.

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

59.5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or annulment of this Master Contract.

59.6. All references to the Contractor under this provision shall also include Contractor's employees, agents, or subcontractors.

Contractor's Responsibilities - General

60. PATENT AND COPYRIGHT INDEMNIFICATION

A. Contractor will at its expense defend the State against a claim that arises from Equipment or services supplied hereunder infringes a U. S. or foreign patent or copyright, or that the operation of any product or software supplied by the Contractor infringes a U. S. or foreign patent or copyright. Contractor will pay resulting costs, and attorneys' fees finally awarded provided that:

1. The State promptly notifies Contractor in writing of the claim; and
2. Contractor has sole control of the defense and all related settlement negotiations.

B. If such claim has occurred, or in Contractor's opinion is likely to occur, the State agrees to permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Equipment or to replace or modify the same so that they become non-infringing and functionally equivalent. however, this Provision is not limited by Provision 10 or any other Provision herein

61. ANTI-TRUST VIOLATIONS

Contractor and State recognize that in actual economic practice overcharges resulting from antitrust violations are in fact usually borne by the State. Therefore, the Contractor hereby assigns to the State any and all claims for such overcharges as to goods and Service purchased in connection with this Contract, except as to overcharges not passed on to the State resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the price under this Contract.

62. SECURITY

Contractor, its agents, employees, or subcontractors shall conform in all respects with reasonable physical, fire, or other published security regulations and policies while on State premises.

63. INDUSTRIAL INSURANCE COVERAGE

A. The Contractor shall provide or purchase industrial insurance coverage prior to performing work under this Contract. The State will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Contractor, or any subcontractor or employee of the Contractor, which might arise under the industrial insurance laws during the performance of duties and Service under this Contract.

B. The Contractor shall be primarily and directly responsible for the payment of all Washington State Industrial Insurance Fund employer's premiums for all the Contractor's employees engaged in work under this Contract where the work or employees are subject to the provisions of Title 51 RCW. The Contractor shall make sure all applicable contributions or premiums for Contractor employees are collected and paid as required by said statute.

64. NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor agrees not to discriminate against and to take affirmative action to ensure equality of treatment for any client, employee, or applicant for employment or services because of age, race, color, religion, sex, ancestry, national origin, marital status, Vietnam era or disabled veteran status, or the presence of any mental, physical, or sensory handicap with regard to, but not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships and volunteers. A Contractor in violation of this provision or any applicable affirmative action program may become subject to other penalties as elsewhere provided under Washington State Law.

65. UCC APPLICABILITY

Except to the extent the provisions of this Master Contract are clearly inconsistent, this Master Contract shall be governed by any applicable provisions of the Uniform Commercial Code, hereinafter referred to as the UCC, as set forth in Title 62A RCW.

A. To the extent this Master Contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC, except when to so deem such services as "goods" would result in an absurdity.

B. Notwithstanding the **HEADINGS AND ORDER OR PRECEDENCE** of this Master Contract, in the event of any clear inconsistency or contradiction between this Master Contract and the UCC, the terms and conditions of this Master Contract take precedence and shall prevail unless otherwise provided by law.

66. CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

A. Any written commitment by the Contractor within the scope of this Contract shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment may constitute breach and shall render the Contractor liable for damages due the State under the terms of this Contract.

B. For purposes of this Contract, a commitment by the Contractor, which shall be in writing, includes:

1. Prices and options committed to remain in force over a specified period(s) of time;

2. Any warranty or representation made by the Contractor in its Response (Exhibit B) as to Service performance;

3. Any warranty or representation made by the Contractor concerning the characteristics or items in (2) above, contained in any literature or descriptions accompanying or referred to in its Response (Exhibit B) or made available to the State and used to effect the sale of such Service to the State;

4. Any modification of or affirmation or representation as to the above which is made by Contractor in writing, whether or not incorporated into a formal amendment to the Response (Exhibit B); and,

5. Any representation by the Contractor in its Response (Exhibit B); or supporting documents as to training to be provided, Service to be performed, prices and options committed to remain in force over a fixed period of time, or any other similar matter regardless of the fact that the duration of such commitment may exceed the duration of this Contract.

67. OSHA/WISHA

Contractor represents and warrants that its products are designed and manufactured to meet federal and Washington State safety and health regulations that are in effect at the time of installation of the Equipment. Contractor further agrees to indemnify and hold harmless State and Subscriber organizations from all damages assessed against State as a result of the failure of the items furnished under this Contract to so comply.

68. WARRANTIES

A. The Contractor warrants that the Equipment, when installed, shall conform to the official requirements set forth in RFQ/Q (Exhibit A) and to Contractor's official published specifications and all representations contained in the Contractor's Response (Exhibit B) for the term of this Contract, including any extensions. Contractor also warrants that any and all Equipment added to this Contract shall conform to Contractor's official published specifications therefor.

B. The Contractor shall adjust or correct or take other such actions as necessary, as promptly as is possible, to correct the defect or problem. Contractor shall assume the costs for any replacement parts or units required to correct problems and restore the Service. The State and Contractor agree that Contractor will not be liable for any damages caused by the State's actions or failure to fulfill any of its responsibilities set forth herein.

C. STATE UNDERSTANDS AND AGREES THAT EXCEPT FOR THE FORGOING, NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONTRACTOR'S OBLIGATION UNDER THE WARRANTY, IF ANY, AND THE STATE'S SOLE REMEDY, IS CONTINGENT UPON THE CONTRACTOR RECEIVING WRITTEN NOTICE FROM THE STATE OF ANY DEFECT WITHIN THE WARRANTY PERIOD.

69. PRICING

A. The Contractor agrees to provide the Equipment at the costs, rates, and fees set forth in its Response (Exhibit B) and restated in Schedule A to this Contract. No other costs, rates, or fees shall be payable to the Contractor for the provision of Contractor's Service as set forth herein.

B. Such costs, rates, and fees may not be increased during the initial term of this Contract. Costs, rates, and fees may be negotiated prior to, but not during extensions to this Contract.

C. Thereafter, Service rate increases may be proposed by the Contractor by written notice to the State Contract Administrator. Price adjustments will be taken into consideration by the State when determining whether to extend this Contract.

70. TITLE

Upon successful completion of Acceptance Testing and receipt of the Purchaser's letter of Acceptance, the Contractor shall convey to the Purchaser good title to the Equipment, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

71. NON-EXCLUSIVITY AND CONTRACTOR COOPERATION

A. The State may award contracts to other vendors or otherwise obtain similar or identical Equipment covered by this Contract. The State may also award contracts to other vendors for additional Equipment and/or for a continuation of service related to the objectives of this Contract in the event of termination or expiration of term of this Contract. Contractor shall cooperate with such other vendors or State's employees as requested and shall not knowingly commit or permit acts which will adversely affect or interfere with such contracts, work or service.

B. The State will not knowingly commit or permit acts which will result in State employees' or other vendors' contracts, work, or services interfering with the Contractor's timely performance of obligations under this Contract.

72. LIMITATION OF AUTHORITY

Only the State Contracting Officer shall have the expressed, implied authority to alter, amend, modify, or waive any clause or condition of this Master Contract on behalf of the State. Furthermore, any alteration, amendment, modification, or waiver of any clause or conditions of this Master Contract on behalf of the State is not effective or binding until made in writing and signed by both parties.

ACTIVITY REPORTING AND ADMINISTRATION USE FEE

73. ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for Equipment furnished by Contractor pursuant to this Contract. Except as otherwise provided herein, such payments shall be due and payable within thirty (30) days after receipt of such Equipment or thirty (30) days after receipt of properly prepared invoices, whichever is later.

74. DIS MASTER CONTRACT ADMINISTRATION USE FEE AND COLLECTION

74.1. All purchases under this Master Contract are subject to a DIS Master Contract Administration Use Fee which is collected by the Contractor and remitted to DIS. The initial Master Contract Administration Use Fee is one-half of one percent (.5%), but is subject to change.

74.2. This fee shall be invoiced by the Contractor to all Purchasers, as a separate detailed line item on the Purchaser's invoice. Purchases are defined as total invoice price less sales tax.

74.3. Contractor shall remit the Master Contract Administration Use Fee together with the Master Contract Activity Report directly to the DIS Contract Administrator in accordance with the instructions contained in the **Master Contract Activity Reporting** provision of this Master Contract.

75. FAILURE TO REMIT REPORTS/FEES

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

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

75.3. The DIS Contract Administrator will notify the Contractor of any Purchaser who has forfeited its rights to purchase under this Master Contract. After such notification, any sale by Contractor to forfeiting Purchaser (under the terms of this Contract) may be considered failure to perform by the Contractor.

76. MASTER CONTRACT ACTIVITY REPORTING

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

a) this Master Contract number T97-MST-001

b) the Purchaser contact;

c) the DIS four digit alphanumeric code of the Purchaser;

d) the Purchase Order or Field Order of the Purchaser;

e) the date the Purchase Order or Field Order was received by the Contractor;

f) the total invoice price, excluding sales tax;

g) and the DIS Master Contract Administration Use Fee.

76.2. This report and the DIS Master Contract Administration Use Fee must be submitted by the 15th Calendar day of the month following the month in which the service occurred. This report shall be submitted in Excel spreadsheet machine readable form. The Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.

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

76.4. Monthly reports are required even if no service or sales occurred.

77. REVIEW OF CONTRACT PERFORMANCE

The State Contract Administrator, or designated representative, shall have the right, at the State's expense, to examine books, records, documents, and other data of the Contractor as may be reasonably necessary to verify the Contractor's performance of this Contract. Contractor shall make such records available during normal Business Hours upon reasonable advance notice from the State.

Contract Execution

78. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract and that they are acting in their corporate capacity and not their individual capacity.

79. COUNTERPARTS

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

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

APPROVED

State of Washington,

Department of Information Services

Signature

JOHN M. ANDERSON
Assistant Director

Print or Type Name

Title 8/30/96 Date

APPROVED

U S WEST Communications Services, Inc.

Signature

Annette Leal

Print or Type Name

VP-Public Sector Market 8/29/96

Title Date

APPROVED AS TO FORM

State of Washington,

Office of the Attorney General

Signature

Richard A. Heath

Print or Type Name

S.A.A.G. 8/30/96

Title Date

DEPARTMENT OF INFORMATION SERVICES
AMENDMENT NUMBER 97-01
TO
MASTER AGREEMENT NUMBER T97-MST-001
FOR
STATE WIDE VOICE MESSAGING EQUIPMENT

In accordance with Provision 25 (***Modifications, Amendments and Authority***) contained in the Statewide Voice Messaging Equipment Contract Number T97-MST-001, this Amendment 97-01 is entered into by and between the State of Washington, Department of Information Services ("State") and U S WEST Communications Services, Inc. ("Contractor") and collectively also may be referred to as the "Parties."

1. **PURPOSE OF THIS AMENDMENT**: This Amendment number 97-01 is to additional Maintenance Program(s) Pricing to the Contract. Therefore:

   Pursuant to Provision 69, (Pricing) the parties agree to add seven (7) price sheets (attached hereto) to at the end of the Pricing Section attached after the signature page; Schedule A.

2. **ALL OTHER PROVISIONS** of the Contract T97-MST-001 remain in full force and effect as written. In the event of any inconsistencies or conflicts, the terms and conditions of this Amendment 97-01 shall prevail.

3. **THE PARTIES ACKNOWLEDGE** they have read and understand the revised terms and conditions of this Amendment Number 97-01.

APPROVED

STATE OF WASHINGTON
DEPARTMENT OF INFORMATION SERVICES

JOHN ANDERSON
ASSISTANT DIRECTOR

1/29, 1997

APPROVED

US WEST COMMUNICATIONS SERVICES, INC.

Annette Leal

1/23, 1997

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PLATFORM (INCLUDES MIGRATED SYSTEMS)

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$20.00 Per Port Per Month	$23.00 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$21.00 Per Port Per Month	$24.15 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$22.05 Per Port Per Month	$25.36 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$23.15 Per Port Per Month	$26.63 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL ASPEN PLATFORM

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$32.50 Per Port Per Month	$35.10 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$34.13 Per Port Per Month	$36.86 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$35.83 Per Port Per Month	$38.70 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$37.62 Per Port Per Month	$40.63 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PC-4 PORT

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$13.50 Per Port Per Month	$15.00 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$14.18 Per Port Per Month	$15.75 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$14.88 Per Port Per Month	$16.54 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$15.63 Per Port Per Month	$17.36 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PC-8 PORT

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$10.00 Per Port Per Month	$12.00 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$10.50 Per Port Per Month	$12.60 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$11.03 Per Port Per Month	$13.23 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$11.58 Per Port Per Month	$13.89 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PC-12 PORT

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$10.00 Per Port Per Month	$12.00 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$10.50 Per Port Per Month	$12.60 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$11.03 Per Port Per Month	$13.23 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$11.58 Per Port Per Month	$13.89 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PC-16 PORT

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$8.00 Per Port Per Month	$10.00 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$8.40 Per Port Per Month	$10.50 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$8.82 Per Port Per Month	$11.03 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$9.26 Per Port Per Month	$11.58 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PC-20 PORT

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$6.75 Per Port Per Month	$8.75 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$7.09 Per Port Per Month	$9.19 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$7.44 Per Port Per Month	$9.65 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$7.81 Per Port Per Month	$10.13 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

MAINTENANCE CONTRACT PRICING FOR OCTEL OVERTURE PC-24 PORT

	Standard Service Program	Premier Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$6.75 Per Port Per Month	$8.75 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Third Year After Installation (5 percent)	$7.09 Per Port Per Month	$9.19 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fourth Year After Installation (5 percent)	$7.44 Per Port Per Month	$9.65 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00
Fifth Year After Installation (5 percent)	$7.81 Per Port Per Month	$10.13 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material and Trip Charge of $45.00

Note that pricing as stated exclude any applicable taxes.

AMENDMENT NUMBER 99-02
to
Master Contract Number T97-MST-001
with US West Communications Services, Inc.
for
Voice Messaging Equipment

This Amendment is entered into by and between the Department of Information Services ("DIS") and US West Communications Services, Inc. ("Contractor") pursuant to Paragraph 25 (***Modifications, Amend-ments and Authority***) of Master Contract T97-MST-001.

1. A new provision 73 (Year 2000 Compliance Warranty) is added to Master Contract T97-MST-001, pertaining to Year 2000 Compliance Warranty, as follows:

   Contractor warrants that each Octel System will continue to handle date and time recognitions, processing and calculations after December 31, 1999, with no material adverse effect due to the change in the calendar year, provided that the System software is at or above the following applicable release level:

System	Software Release
Overture 250/350	Aria 1.1
*Aspen Family	Release 4.1.0
Octel 100	Release 3.1

   *The XC 1000 Product at Release 5.0 is excluded from this warranty.

   Should any Octel System fail to conform to the foregoing warranty, Contractor shall cure the nonconformity in the most expeditious manner possible at no charge to the customer, including, but not limited to, through a mandatory Software Update or a Hardware/Software Modification. If Contractor cannot achieve conformance for an Octel System within a reasonable period, DIS shall be entitled to return it to the manufacturer for a refund of its depreciated value, which will be calculated as a straight line depreciation over a five (5) year period.

2. All subsequent provisions of Master Contract T97-MST-001 are hereby renumbered.

3. All other provisions of Master Contract T97-MST-001, as previously amended, remain in full force and effect.

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

Approved	Approved
State of Washington, Department of Information Services	US WEST Communications Services, Inc.
Signature	Signature
John Anderson	R. J. Hendrickson
Print or Type Name	Print or Type Name
Assistant Director 2/23/99	Stategic Acct. Manager 2/12/99
Title Date	Title Date

AMENDMENT NUMBER 00-03
to
Master Contract Number T97-MST-001
with US West Communications Services, Inc.
for
Voice Messaging Equipment

This Amendment is entered into by and between the Department of Information Services ("DIS") and US West Communications Services, Inc. ("Contractor") pursuant to Paragraph 25 (***Modifications, Amendments and Authority***) of Master Contract T97-MST-001.

1. Schedule A is amended to add the Octel 100 Platform that replaces the previous section Octel Overture Signature Performer Platform in its entirety. The Octel 100 system is Year 2000 compliant.

2. Also added to the Schedule A is a new Section F: Octel Visual Messenger, a new application for the Octel 250.

3. Data Applications, Section H: Application Software upgrades is deleted and is no longer available.

4. The amendments to Schedule A are attached.

5. All other provisions of Master Contract T97-MST-001, as previously amended, remain in full force and effect.

6. This Amendment 00-03 shall be effective as of the date signed by DIS.

Approved	Approved
State of Washington, Department of Information Services	US WEST Communications Services, Inc.
Signature	Signature
Michael D. McVicker Print or Type Name	Rick Hendrickson Print or Type Name
Asst. Director 7/1/99 Title Date	Strategic Account Mgr 6/29/99 Title Date

AMENDMENT NUMBER 01-04
to
Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 44 (Modifications, Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 01-04 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("State") and Qwest Business and Government Services, Inc., formerly known as US West Communications Services, Inc. ("Contractor").

1. State and Contract agree to delete Schedule A (*Contractor's Price List)* in its entirety and replace it in its entirety with the Schedule A attached hereto.

2. This Amendment shall be effective as of October 4, 2000, regardless of the date executed.

3. All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED
State of Washington
Department of Information Services

Signature
Michael D. McVicker
Print or Type Name
Assistant Director 1/10/2001
Title Date

APPROVED
Qwest Business and Government Services, Inc.
FKA US West Communications Services, Inc.

Signature
R. J. Hendrickson
Print or Type Name
Stategic Account Manager 1/8/01
Title Date

Amendment Number 01-05
Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 25 (Modifications and Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 01-05 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("DIS") and U S West Communications Services, Inc. ("Contractor").

WHEREAS, U S West, Inc, a Delaware Corporation ("U S West") and Qwest Communications International, Inc., a Delaware Corporation ("Qwest"), entered into an Agreement and Plan of Merger, dated July 18, 1999 (the "Merger Agreement"), with effective date June 30, 2000 (the "Effective Date"), providing for, the merger of Qwest and U S West, (the "Merger") with Qwest as the surviving corporation; and

WHEREAS, Contractor was, prior to the Effective Date, a wholly owned subsidiary of U S West, Inc. known as U S West Communications Services, Inc.; and

WHEREAS, as of the Effective Date, all the property, rights, privileges, powers and franchises of U S West continued or vested in Qwest, and all debts, liabilities and duties of U S West continued or became, the debts, liabilities and duties of Qwest; and

WHEREAS, Contractor is now a wholly owned subsidiary of Qwest Communications International Inc.; and

WHEREAS, pursuant to the laws in effect in its state of incorporation, Contractor, has changed its name to Qwest Government Services, Inc.

NOW THEREFORE, the DIS and Contractor agree to amend the Contract as follows:

1. The parties agree that Contractor, formerly known as U S West Communications Services, Inc., is now known as Qwest Government Services, Inc.

2. This amendment accomplishes a change of corporate name only and all rights and obligations of DIS and of the Contractor under the Contract are unaffected by this change.

3. The parties hereby agree that all references to U S West Communications Services, Inc. in the Contract are now deleted and replaced in their entirety with-Qwest Government Services, Inc.

4. All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

5. This Amendment shall be effective as of the date executed by the DIS.

APPROVED State of Washington Department of Information Services	**APPROVED** Qwest Government Services, Inc.
Signature	**Signature**
Michael D. McVicker **Print or Type Name**	R. J. Hendrickson **Print or Type Name**
Assistant Director, TSD 8/22/01 **Title** **Date**	Branch Manager 8/21/01 **Title** **Date**

Amendment Number 01-06
Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 25 (Modifications and Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 01-06 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("DIS") and Qwest Government Services, Inc. ("Contractor"). DIS and Contractor hereby agree to amend the contract as follows:

1. Pursuant to Section 2(B) of the Contract, DIS and Contractor hereby agree to extend the contract for two (2) additional years, through August 29, 2003.

2. All other provisions of the Contract, as previously amended, remain in full force and effect.

3. This Amendment shall be effective as of the date signed by DIS.

APPROVED State of Washington Department of Information Services	**APPROVED** Qwest Government Services, Inc.
Michael D. McVicker **Signature**	R. J. Hendrickson **Signature**
Michael D. McVicker **Print or Type Name**	R. J. Hendrickson **Print or Type Name**
Assistant Director, TSD **Title**	8/22/01 **Date**
Branch Manager **Title**	8/1/01 **Date**

AMENDMENT NUMBER 03-07
to
Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 25 (Modifications, Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 03-07 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("State") and Qwest Interprise America, Inc.formerly Qwest Business and Government Services, Inc. ("Contractor").

1. State and Contract agree to delete Schedule A (*Contractor's Price List)* in its entirety and replace it in its entirety with the Schedule A attached hereto.

2. This Amendment shall be effective as of January 27, 2003, regardless of the date executed.

3. All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED
State of Washington
Department of Information Services

Signature
Michael B. Emans
Print or Type Name
Assistant Director 3/24/03
Title Date

APPROVED
Qwest Interprise America, Inc.

S. Brinkmann
Signature
Stephen Brinkmann
Print or Type Name
Director, Offer Management
Title Date 02/27/03

OMB# 75307

	A	B	C	D	E	N	O	P	Q
1	**CUSTOMER: STATE OF WASHINGTON**								
2	**PROJECT: OCTEL ARIA PLATFORM (250/350) PRICE LIST**								
3	**NEW INSTALL AND POST INSTALL**								
4									
5									
6									
7									
8	**DATE: UPDATED AUGUST 24, 2001**								
9									
10									
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**Sap Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
14	**OCTEL 250 AND 350 PLATFORM**								
15									
16	**A. eBusiness Messaging Systems**								
17									
18	**OCTEL 350 Velocity**								
19	**Analog TIC**								
20	Octel 350 eBus Msg System, 24 ports/900 seats	350-24-900	2263298N	165636	1	$85,172.47	$85,172.47	$97,432.15	$97,432.15
21	Octel 350 eBus Msg System, 36 ports/1500 seats	350-36-1500	2263299N	165637	1	$116,717.83	$116,717.83	$133,518.13	$133,518.13
22	Octel 350 eBus Msg System, 48 ports/2100 seats	350-48-2100	2263296N	165638	1	$148,263.19	$148,263.19	$169,604.11	$169,604.11
23	Octel 350 eBus Msg System, 60 ports/2700 seats	350-60-2700	2263300N	165639	1	$182,963.09	$182,963.09	$209,298.68	$209,298.68
24	Octel 350 eBus Msg System 72 ports/3300 seats	350-72-3300	2263301N	165640	1	$220,817.52	$220,817.52	$252,601.86	$252,601.86
25	Octel 350 eBus Msg System, 84 ports/3900 seats	350-84-3900	2263302N	165641	1	$261,826.49	$261,826.49	$299,513.63	$299,513.63
26									
27	**Octel 350 Cabinet #2 Options**								
28	350 Cabinet #2 w/Pwr Sup Redun	350-CAB2-WPSR	2261884N	167020	1	$21,135.39	$21,135.39	$24,177.61	$24,177.61
29	350 Cabinet #2	350-CAB2	2261524N	169670	1	$19,400.40	$19,400.40	$22,192.88	$22,192.88
30									
31	25-PAIR, 50 FT M/S MDF Cable (one required per TIC card)	*8610050N			1	$17.27	$17.27	$19.75	$19.75
32									
33	***Note: The 25-pair MDF cable is not an Octel part.***								
34									
35									
36	* A "Seat" includes a voice mailbox with fax and client functionality.								
37	Maximum number of message hours available are enabled by platforms.								
38									
39	**OCTEL 250 Velocity**								
40	Octel 250 eBus Msg System, 4 ports/100 seats	250-4-100	2263239N	160677	1	$12,618.14	$12,618.14	$14,434.39	$14,434.39
41	Octel 250 eBus Msg System, 8 ports/200 seats	250-8-200	2263283N	161166	1	$18,927.22	$18,927.22	$21,651.59	$21,651.59
42	Octel 250 eBus Msg System, 12 ports/300 seats	250-12-300	2263229N	161167	1	$25,236.29	$25,236.29	$28,868.78	$28,868.78
43	Octel 250 eBus Msg System, 18 ports/600 seats	250-18-600	2263303N	161168	1	$53,627.11	$53,627.11	$61,346.17	$61,346.17
44	Octel 250 eBus Msg System, 24 ports/900 seats	250-24-900	2263304N	161169	1	$69,399.79	$69,399.79	$79,389.16	$79,389.16
45	Octel 250 eBus Msg System, 30 ports/1200 seats	250-30-1200	2263305N	161170	1	$91,481.54	$91,481.54	$104,649.34	$104,649.34
46	Octel 250 eBus Msg System, 36 ports/1500 seats	250-36-1500	2263306N	161171	1	$104,099.69	$104,099.69	$119,083.73	$119,083.73
47	Octel 250 eBus Msg System, 48 ports/2100 seats	250-48-2100	2263307N	161172	1	$135,645.05	$135,645.05	$155,169.71	$155,169.71
48	Octel 250 eBus Msg System, 60 ports/2700 seats	250-60-2700	2263308N	161173	1	$170,344.94	$170,344.94	$194,864.29	$194,864.29
49									
50	250 Cabinet #2 (Note2)	250-CAB2	2261443N	161403	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
51	25-PAIR, 50 FT M/S MDF Cable (one required per TIC card)	*8610050N			1	$17.27	$17.27	$19.75	$19.75
52									
53	***Note: The 25-pair MDF cable is not an Octel part.***								
54									
55	* A "Seat" includes a voice mailbox with fax and client functionality.								
56	Maximum number of message hours available are enabled by platforms.								
57									
58	All new and migration Octel 250/350 configurations include mailbox manager Primary Package, the LAN Card,								
59	Octel Access Software and Visual messenger CD, the www.messenger CD, standard integration feature bits (RS-232,								
60	In-Band, and set emulation), ANI, Password Reset, Application Access, Octel Index I, and Single Digit Menus.								
61									
62	Note 2: The Octel 250 Cabinter #2 is required for greater than 56 ports or from greater than								
63	48 ports and a LAN card.								
64									
65	**B. LANGUAGES**								
66									
67	**MULTILINGUAL PROMPTS:**								
68	American English	LG-AMEENG-SEC	2260489N	161225	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
69	American Spanish	LG-AMESPA-SEC	2260491N	161236	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
70	TDD/TTY [American English]	LG-TDDENG-SEC	2261871N	161240	1	$368.03	$368.03	$421.00	$421.00
71									
72	**MULTILINGUAL PROMPTS VIA TAPE:**								
73	American English	L-AMENGSEC-TAPE	2262820N	169674	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
74	American Spanish	L-AMSPASEC-TAPE	2262821N	169675	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
75	TDD/TTY [American English]	L-TDDENSEC-TAPE	2262824N	169678	1	$368.03	$368.03	$421.00	$421.00
76									
77	**C. PORT CARDS/PORT LICENSES (CAPACITY ON DEMAND)**								
78									

	A	B	C	D	E	N	O	P	Q
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**Sap Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
79	**OCTEL 350:**								
80	**Line Card:**								
81	12-Port Universal Digital Line Card (UDLC)	LINE-UDLC-350	2261640N	166958	1	$11,619.21	$11,619.21	$13,291.67	$13,291.67
82									
83	**TICs & PICs**								
84	12-Port Analog TIC	TIC-ANALOG-12	2260334N	166959	1	$8,801.16	$8,801.16	$10,067.99	$10,067.99
85	24-Port T1 TIC	TIC-T1-24	2260337N		1	$17,602.31	$17,602.31	$20,135.98	$20,135.98
86	12 Port PIC-A for Lucent /Avaya PBX Integration	350-PIC-A	2262650N	166961	1	$9,863.18	$9,863.18	$11,282.88	$11,282.88
87	12 Port PIC-N for Nortel PBX Integration	350-PIC-N	2262802N	166962	1	$9,863.18	$9,863.18	$11,282.88	$11,282.88
88	12-Port PIC-R for Siemens/Rolm PBX Integration	350-PIC-R		166964	1	$9,863.18	$9,863.18	$11,282.88	$11,282.88
89	Lucent/Avaya/NorTel Integration Feature Bit	IG-MARN-FB	2261870N	169699	1	$0.00	$0.00	$0.00	$0.00
90	25-pair, 50 ft. M/S MDF Cable (one required per TIC card)	*8610050N	8610050N		1	$17.27	$17.27	$19.75	$19.75
91									
92	***Note: The 25-pair MDF cable is not an Octel part.***								
93									
94	**OCTEL 250:**								
95	8-Port FLT Card	250-FLT-8	2261491N	161249	1	$4,016.78	$4,016.78	$4,594.95	$4,594.95
96	8-Port FLT Card for Lucent/Avaya PBX	250-FLT-A	2261848N	161251	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
97	8-Port FLT Card for Mitel PBX	250-FLT-D		161252	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
98	8-Port FLT Card for Mitel PBX	250-FLT-M	2261756N	169669	1	$6,193.41	$6,193.41	$7,084.88	$7,084.88
99	8-Port FLT Card for NorTel PBX	250-FLT-N	2262600N	161253	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
100	8-Port FLT Card for Siemens PBX	250-FLT-R	2263006N	161254	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
101	Lucent/Avaya/Mitel/NorTel/Siemens	IG-MARN-FB	2261870N	169699	1	$0.00	$0.00	$0.00	$0.00
102	1-Port License (must be ordered in multiples of 2)	250-PORTS-1	2261507N	408097129	1	$914.82	$914.82	$1,046.49	$1,046.49
103	25-pair, 50 ft. M/S MDF Cable (one required per TIC card)	*8610050N	8610050N		1	$17.27	$17.27	$19.75	$19.75
104									
105	***Note: The 25-pair MDF cable is not an Octel part.***								
106									
107	**D. DRIVES/MESSAGE STORAGE LICENSE/GMR (CAPACITY ON DEMAND)**								
108									
109	**OCTEL 350**								
110	1GB Message Storage Drive Module	No Longer Available							
111	2GB Message Storage Drive Module	DRIVE-2G-350	2261868N	166963	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
112	4GB Message Storage Drive Module	DRIVE-4G-350	2261608N	166965	1	$4,374.29	$4,374.29	$5,003.92	$5,003.92
113	Global Message Redundancy Software	350-GMR	2261560N	169673	1	$6,929.46	$6,929.46	$7,926.89	$7,926.89
114	1-hour Message Storage License (must be in multiples of 5)	350-MSGHR-1	2261566N	408098929	1	$368.03	$368.03	$421.00	$421.00
115	Note: New Octel 350 Velocity systems come standard with Global Message Redundancy (GMR)								
116	and at least (2) 4GB Drives (1 message, 1 mirror). The Octel 350 may have one, two or three								
117	drive pairs for GMR. Drive sizes may not be mixed within the pairs, but may be mixed among pairs.								
118									
119	**OCTEL 250**								
120	2GB Message Storage Drive Module	DRIVE-2G-250	2261866N	161257	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
121	4GB Message Storage Drive Module	DRIVE-4G-250	2261607N	161258	1	$4,374.29	$4,374.29	$5,003.92	$5,003.92
122	Global Message Redundancy (GMR) Software	250-GMR	2261493N	161268	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
123	1-hour Message Storage License (must be in multiples of 5)	250-MSGHR-1	2261503N	408097012	1	$368.03	$368.03	$421.00	$421.00
124									
125									
126	**E. SEAT PACKAGES**								
127	eBusiness	VEL-SEATS-25	2263220N	161255	1	$788.63	$788.63	$902.15	$902.15
128	eBusiness	VEL-SEATS-100	2263219N	161256	1	$3,154.54	$3,154.54	$3,608.60	$3,608.60
129	A Seat contains one license for a voice mailbox, fax capability, and client.								
130	Seats are purchased to expand a Velocity system. They are NOT available on Non-Velocity systems.								
131	Seats are purchased in increments of 25 using multiples of the two order numbers above.								
132									
133	**F. MAILBOXES LICENSES (CAPACITY ON DEMAND)**								
134									
135	**Octel 250 and 350**								
136	Voice Mailboxes and Fax "Capabilities" are not available on Velocity Systems. See Velocity Seats.								
137	Voice Mailboxes and Fax "Capabilities" must be ordered in multiples of 25.								
138									
139	**VOICE MAILBOX LICENSES (QUANTITY PER ORDER)**								
140	25-75 mailboxes	VMB-A25	2262292N	408102655	1	$17.88	$17.88	$20.45	$20.45
141									
142	**ADD FAX CAPABILITIES TO MAILBOX (QTY.PER ORDER)**								
143	25-75 mailboxes	FMB-A25	2262238N	408101889	1	$14.72	$14.72	$16.84	$16.84
144									
145	Note: Not available for Velocity systems.								
146									
147	**G. CLIENT LICENSES FOR VISUAL DESKTOP MESSAGING & www.messenger**								
148									
149	**CLIENT LICENSE REQUIREMENTS**								
150	*Client Licenses require A3.0 software.								
151	*A voice mbx license is purchased separately and is required for each Client License (non-Velocity systems).								
152	*For fax functionality , fax capability must be licensed and added to each voice mbx (non-Velocity systems).								
153									
154	**VISUAL DESKTOP MESSAGING CLIENT LICENSES**								

	A	B	C	D	E	N	O	P	Q
11									
12	Description	Octel Part Number	SOFI Part Number	Sap Material Code	Unit of Measure	New System State FOB Destination Unit Price	New System State FOB Destination Ext. Price	Post-Install State FOB Destination Unit Price	Post-Install State FOB Destination Ext. Price
13									
155									
156	**(Includes www.messenger CD and first 25 client licenses)**								
157	25 client licenses	VMWWW-A25		408224319	1	$57.83	$57.83	$66.16	$66.16
158									
159	**H.OCTELDESIGNER AND OCTEL SOFTWARE SOLUTIONS**								
160	OctelDesigner licenses are purchased in increments of one (minimum of 4 on initial order).								
161	OctelDesigner requires A3.0 software.								
162									
163	**OCTELDESIGNER APPLICATION LICENSES**								
164	OctelDesigner Application Licenses, Aria Value Pk (36 licenses)	OD-ARIA-VAL		408411296	1	$13,291.11	$13,291.11	$15,204.23	$15,204.23
165	OctelDesigner Application Licenses	OD-LICENSE		408411346	1	$830.69	$830.69	$950.26	$950.26
166									
167	**OCTELDESIGNER CUSTOM FAX**								
168	OctelDesigner Custom Fax software	OD-CUSTOM-FAX	2263067N	408224194	1	$799.15	$799.15	$914.18	$914.18
169									
170	**OCTEL SOFTWARE SOLUTIONS**								
171	mailPath CD-ROM	APP-EMAIL-RDR		165486	1	$14,721.17	$14,721.17	$16,840.12	$16,840.12
172	mobilePath Application	APP-MOBILE	2263211N	408337160	1	$17,349.95	$17,349.95	$19,847.29	$19,847.29
173	mobilePath Implementation (Mutare)	APP-MOBILE-IMP			1	$3,154.54	$3,154.54	$3,608.60	$3,608.60
174	Comprehensive OAS	CS-COMP-OAS		115897	1	$10,515.12	$10,515.12	$12,028.66	$12,028.66
175	VDM (Visual Messenger/www.messenger) onsite	CS-COMP-WWW-VM		115876	1	$10,515.12	$10,515.12	$12,028.66	$12,028.66
176	Comprehensive eComProS Imp								
177	Professional Services Remote Installation for mailPath	CS-EMAILPATH-PS		119433	1	$2,103.02	$2,103.02	$2,405.73	$2,405.73
178	Enhanced OAS Implementation	CS-ENH-OAS		115899	1	$7,886.34	$7,886.34	$9,021.50	$9,021.50
179	OAS Upgrade Implementation, eComProS	CS-OAS-UPG-ECOMPROS		159309	1	$525.76	$525.76	$601.43	$601.43
180	Remote OAS Implementation	CS-REM-OAS		115905	1	$1,577.27	$1,577.27	$1,804.30	$1,804.30
181	Implementing www.mngr on Secondary Server-Remote	CS-REM-WWW-2AS		116206	1	$2,628.78	$2,628.78	$3,007.17	$3,007.17
182	Adding www.Messenger to existing Visual Messenger-Remote	CS-REM-WWW-VM		115879	1	$2,103.02	$2,103.02	$2,405.73	$2,405.73
183	VDM (Visual Messenger/www.messenger) Remote eComProS Imp	CS-REM-WWW-VM		116209	1	$3,154.54	$3,154.54	$3,608.60	$3,608.60
184	Visual Messenger Upgrade Implementation, eComProS	CS-VM-UPG-ECOMPROS		159307	1	$525.76	$525.76	$601.43	$601.43
185	www.Messenger Upgrade Implementation, eComProS	CS-WWW-UPG-ECOMPROS		159310	1	$525.76	$525.76	$601.43	$601.43
186									
187	**I. INTEGRATION HARDWARE AND SOFTWARE OPTIONS**								
188									
189	**ERICSSON MD110 Integration**								
190	Includes RS232 Integration								
191	Software and Cable								
192	Octel 350	IG-350-MD110	2261784N	166927	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
193	Octel 250	IG-250-MD110	2261781N	161242	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
194									
195	**FUJITSU 9600 INTEGRATION**								
196	Includes RS232 Integration								
197	Software and Cable								
198	Octel 350	IG-350-FUJ9600	2261783N	166929	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
199	Octel 250	IG-250-FUJ9600	2261780N	161244	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
200									
201	**IN-BAND INTEGRATION**								
202	Octel 350	IG-350-INBAND	2261629N	169701	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
203	Octel 250	IG-250-INBAND	2261615N	169692	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
204									
205	**NEC INTEGRATION**								
206	Octel 350	IG-350-NEC	2261785N	166928	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
207	Octel 250	IG-250-NEC	2261782N	161243	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
208									
209	**NORTEL TELECOM ANALOG INTEGRATION PACKAGE (AMID)**								
210	12 - Channel								
211	Octel 350	IG-350-NT-A12	2260147N	166930	1	$2,628.78	$2,628.78	$3,007.17	$3,007.17
212	Octel 250	IG-250-NT-A12		161245	1	$2,628.78	$2,628.78	$3,007.17	$3,007.17
213									
214	24 - Channel								
215	Octel 350	IG-350-NT-A24	2261632N	166931	1	$3,722.35	$3,722.35	$4,258.15	$4,258.15
216	Octel 250	IG-250-NT-A24		161246	1	$3,722.35	$3,722.35	$4,258.15	$4,258.15
217									
218	**NORTEL TELECOM DIGITAL INTEGRATION PACKAGE (DMID)**								
219	12 - Channel								
220	Octel 350*	IG-350-NT-D12	2260263N	169666	1	$3,280.72	$3,280.72	$3,752.94	$3,752.94
221	Octel 250*	IG-250-NT-D12	2261618N	169695	1	$3,280.72	$3,280.72	$3,752.94	$3,752.94
222									
223	24- Channel								
224	Octel 350*	IG-350-NT-D24	2262618N	169667	1	$4,521.50	$4,521.50	$5,172.32	$5,172.32
225	Octel 250*	IG-250-NT-D24	2261619N	169696	1	$4,521.50	$4,521.50	$5,172.32	$5,172.32
226									
227	12 Channel Expansion Kit								
228	Octel 350	IG-350-D12-EXP	2261628N	169698	1	$3,280.72	$3,280.72	$3,752.94	$3,752.94
229	Octel 250	IG-250-D12-EXP	2261614N	169691	1	$3,280.72	$3,280.72	$3,752.94	$3,752.94

	A	B	C	D	E	N	O	P	Q
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**Sap Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
230									
231	***Not available on Velocity Systems.**								
232									
233	**Siemens Integration Package for non-9006**								
234	Octel 350	IG-350-PIDR	2260009N	166932	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
235	Octel 250	IG-250-PIDR		161247	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
236									
237	**Siemens Integration Package for 9006**								
238	Octel 350	IG-350-9006	2261623N	166933	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
239	Octel 250	IG-250-9006	2261910N	161248	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
240									
241	**SMDI Integration Package**								
242	Octel 350	IG-350-SMDI	2261636N	166926	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
243	Octel 250	IG-250-SMDI	2261621N	161241	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
244									
245	**J. APPLICATION SOFTWARE OPTIONS**								
246	**AMIS ANALOG NETWORKING**								
247	Octel 350 (Standard on Velocity)	350-AMIS	2261517N	169723	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
248	Octel 250 (Standard on Velocity)	250-AMIS	2261427N	169717	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
249									
250	**ANNOUNCEMENT MAILBOX:**								
251	Octel 350	350-ANNCE-MB	2261520N	167007	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
252	Octel 250	250-ANNCE-MB	2261430N	161259	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
253									
254	**APPLICATION ACCESS:**								
255	Octel 350	350-PC-AGENT	2261570N	169727	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
256	Octel 250	250-PC-AGENT	2261506N	169721	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
257									
258	**ARIA LAN CARD**								
259	Octel 350 (Standard on Velocity)	350-LAN	2262585N	167037	1	$5,835.89	$5,835.89	$6,675.91	$6,675.91
260	Octel 250** (Standard on Velocity)	250-LAN	2262567N	161387	1	$2,923.20	$2,923.20	$3,343.97	$3,343.97
261									
262	**BULLETIN BROADCAST MAILBOX**								
263	Octel 350	350-BULLETIN	2261521N	167008	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
264	Octel 250	250-BULLETIN	2261441N	161260	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
265									
266	**CONFERENCE MAILBOX**								
267	Octel 350	350-CONF-MB	2261532N	167014	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
268	Octel 250	250-CONF-MB	2261450N	161262	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
269									
270	**EXTENSION MAILBOX**								
271	Octel 350	350-EXTN-MB	2261557N	167012	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
272	Octel 250	250-EXTN-MB	2261469N	161266	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
273									
274	**FAX ON DEMAND** (Note 6)								
275	Octel 350	350-FAXRESP	2261558N	167013	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
276	Octel 250	250-FAXRESP	2261490N	161267	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
277									
278	**HOTEL/MOTEL PACKAGE** (Note 7)								
279	Octel 350	350-HOTEL	2261562N	167015	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
280	Octel 250	250-HOTEL	2261497N	161268	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
281									
282	***OCTEL DIGITAL NETWORKING** (Note 2)								
283	Octel 350 (Standard on Velocity)	350-DNET	2262584N	169724	1	$5,835.89	$5,835.89	$6,675.91	$6,675.91
284	Octel 250 (Standard on Velocity)	250-DNET	2262566N	169718	1	$2,923.20	$2,923.20	$3,343.97	$3,343.97
285									
286	**OCTELFORMS (Voice Forms)**								
287	(SDM is required)								
288	Octel 350	350-VFORMS	2261584N	167017	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
289	Octel 250	250-VFORMS	2261512N	161272	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
290									
291	**OCTELFORMS (DTMF Forms)**								
292	(SDM is required)								
293	Octel 350	350-DFORMS	2261554N	167016	1	$14,573.96	$14,573.96	$16,671.72	$16,671.72
294	Octel 250	250-DFORMS	2261486N	161271	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
295									
296	**OCTEL INDEX I**								
297	(Includes 10 Communities, 10 Attendant Schedules and Selective Send)								
298	Octel 350	Standard on all new systems and migrations							
299	Octel 250	Standard on all new systems and migrations							
300	*Denotes Feature Bit Only								
301									
302	***OCTEL INDEX II**								
303	(Includes 4000 Communities, 4000 Attendant Schedules and Selective Send)								
304	Octel 350	350-INDEX-2	2261564N	167018	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95

	A	B	C	D	E	N	O	P	Q
11									
12	Description	Octel Part Number	SOFI Part Number	Sap Material Code	Unit of Measure	New System State FOB Destination Unit Price	New System State FOB Destination Ext. Price	Post-Install State FOB Destination Unit Price	Post-Install State FOB Destination Ext. Price
13									
305	Octel 250	250-INDEX-2	2261499N	161273	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
306									
307									
308									
309	**Octel Analog Networking**								
310	Octel 350 (Standard on Velocity)	350-NET	2261568N	169725	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
311	Octel 250 (Standard on Velocity)	250-NET	2261504N	169719	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
312									
313	**SINGLE DIGIT MENUS (with Voice Bulletin Boards)**								
314	(Standard on new systems and migrations)								
315	Octel 350	350-SDM	2261576N	169730	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
316	Octel 250	250-SDM	2261510N	169722	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
317	*Denotes Feature Bit Only								
318									
319	**K. SYSTEM MANAGEMENT TOOLS**								
320	**CALL DETAIL RECORDS - PRIMARY PACKAGE**								
321	Octel 350	350-CDR-70-PC	2261527N	167019	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
322	Octel 250	250-CDR-70-PC	2261446N	161274	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
323									
324	**PC/CDR UPGRADES/UPDATES**								
325	PC/CDR Upgrade (Rel 1.X to Rel 2.X)	SW-CDR-1XTO2X	2262284N	169733	1	$1,093.57	$1,093.57	$1,250.98	$1,250.98
326	PC/CDR Update (Rel 2.X to latest)								
327	American English	SW-CDR-UPG	2263004N	169734	1	$0.00	$0.00	$0.00	$0.00
328									
329	**DECISIONPRO - PRIMARY PACKAGE**								
330	Octel 350	350-DPRO-PP	2261854N	167010	1	$2,555.17	$2,555.17	$2,922.96	$2,922.96
331	Octel 250	250-DPRO-PP	2261487N	161263	1	$1,829.63	$1,829.63	$2,092.99	$2,092.99
332									
333	***DECISIONPRO - MULTI-SITE PACKAGE**								
334	Octel 350	350-DPRO-M	2261853N	167011	1	$1,461.60	$1,461.60	$1,671.98	$1,671.98
335	Octel 250	250-DPRO-M	2261846N	161264	1	$736.06	$736.06	$842.01	$842.01
336									
337	**DECISIONPRO-ADDITIONAL PC USER**								
338	Octel 350 or Octel 250	DPRO-SOFT-MAN	2261865N	161265	1	$1,093.57	$1,093.57	$1,250.98	$1,250.98
339									
340	**DECISIONPRO UPGRADES**								
341	2.6 upgrade from DecisionPro 2.0	DPRO-UP2.0-2.6		169735	1	$441.64	$441.64	$505.20	$505.20
342	2.6 upgrade from DecisionPro 2.5	DPRO-UP2.5-2.6		169736	1	$73.61	$73.61	$84.20	$84.20
343									
344	**MAILBOX MANAGER - PRIMARY PACKAGE**								
345	250 Mailbox Manager-Primary Package	250-OMM-PNC	2263127N	169720	1	$0.00	$0.00	$0.00	$0.00
346	350 Mailbox Manager-Primary Package	350-OMM-PNC	2263124N	169726	1	$0.00	$0.00	$0.00	$0.00
347									
348	MBM Onsite Installation & Training Single User	OMM-INST-ON-1		408242147	1	$3,995.75	$3,995.75	$4,570.89	$4,570.89
349	MBM Onsite Installation Up to 15	OMM-INST-ON-16		408242154	1	$7,360.58	$7,360.58	$8,420.06	$8,420.06
350	MBM Onsite Installation & Training Up to 7	OMM-INST-ON-8		408242162	1	$5,467.86	$5,467.86	$6,254.90	$6,254.90
351	MBM Remote Installation & Training Single User	OMM-INST-RE-1		408242170	1	$1,261.81	$1,261.81	$1,443.44	$1,443.44
352	MBM Remote Installation & Training Up to 15 Clients	OMM-INST-RE-16		408242188	1	$3,469.99	$3,469.99	$3,969.46	$3,969.46
353	MBM Remote Installatin & Training Up to 7 Clients	OMM-INST-RE-8		408242196	1	$2,839.08	$2,839.08	$3,247.74	$3,247.74
354									
355	**Monitor Mailbox**	SW-MONITOR-MB	2260479N	161270	1	$368.03	$368.03	$421.00	$421.00
356	**Password Reset** (Standard on Velocity)	SW-PW-RESET	2260342N	169732	1	$368.03	$368.03	$421.00	$421.00
357	**Skip Password**	SW-SKIP-PW	2262285N	161275	1	$368.03	$368.03	$421.00	$421.00
358									
359	**SYSTEM BACKUP AND RESTORE VIA DDS2 TAPE**								
360	Octel 350	350-SBU	2261575N	169728	1	$4,363.77	$4,363.77	$4,991.89	$4,991.89
361	Octel 250	250-SBU	2261508N	161276	1	$2,912.69	$2,912.69	$3,331.94	$3,331.94
362	(Includes feature bit, tape back up unit, five 4GB tapes & two cleaning cartridges.)								
363									
364	**SYSTEM BACKUP AND RESTORE VIA DDS3 TAPE**								
365	Octel 350	350-SBU-DDS3	2263126N	169729	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
366	Octel 250	250-SBU-DDS3	2263118N	408223980	1	$3,280.72	$3,280.72	$3,752.94	$3,752.94
367	(Includes feature bit, tape backup unit, five 12GB tapes & two cleaning cartridges)								
368									
369									
370	**DDS2 to DDS3 TAPE UPGRADE**								
371	Octel 350	350-SBU-UPG2S3	2263201N	169703	1	$2,365.90	$2,365.90	$2,706.45	$2,706.45
372	Octel 250	250-SBU-UPG2S3	2263228N	169700	1	$2,365.90	$2,365.90	$2,706.45	$2,706.45
373	(Includes tape backup unit, five 12GB tapes & two cleaning cartridges)								
374									
375	**SPARE TAPE KIT FOR SYSTEM BACK UP**	SBU-TAPE-KIT	2261648N	161388	1	$189.27	$189.27	$216.52	$216.52
376	Tape Unit (ARIA 1.1 & above)								
377	(Includes five 4GB tapes & two cleaning cartridges)								
378									
379	**L. OCTEL 350 REDUNDANCY OPTIONS**								

	A	B	C	D	E	N	O	P	Q
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**Sap Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
380									
381	**POWER SUPPLY REDUNDANCY**								
382	Cabinet #1 Power Supply Redundancy	350-CAB1-REDUN	2261523N	169671	1	$9,842.15	$9,842.15	$11,258.83	$11,258.83
383									
384	Cabinet #2 Power Supply Redundancy	350-CAB2-REDUN	2261525N	169672	1	$5,615.07	$5,615.07	$6,423.30	$6,423.30
385									
386	**File/CPU Redundancy**								
387	Stand-By Redundancy Software	350-SBR	2261574N	167021	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
388	(includes software and connectivity hardware; purchase redundant hardware separately below)								
389									
390	**StandBy Redundancy Hardware**								
391	(order 2 File cards, 1 CPU, second cabinet)								
392	CPU (ARIA 1.1 and above)	CPU -350	2261589N		1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
393									
394	File Card	FILE-350	2261609N	167023	1	$8,023.04	$8,023.04	$9,177.87	$9,177.87
395	Second Cabinet with Power Supply Redundancy	350-CAB2-WPSR	2261884N	167020	1	$21,135.39	$21,135.39	$24,177.61	$24,177.61
396	Second Cabinet (req'd for CPE/File redundancy)	350-CAB2	2261524N		1	$19,400.40	$19,400.40	$22,192.88	$22,192.88
397									
398	**M. PERIPHERAL AND ADDITIONAL HARDWARE OPTIONS**								
399	GENERAL:								
400	Wyse 150 System Manager's Terminal (including cable)	*7000197N	*7000197N		1	$553.08	$553.08	$632.69	$632.69
401	Fujitsu DL 3800 Parallel Printer	*7100058N	*7100058N		1	$726.00	$726.00	$830.50	$830.50
402	25-pair, 50 ft M/S MDF Cable	*8610050N	*8610050N		1	$17.27	$17.27	$19.75	$19.75
403									
404	***Note: The terminal, printer and 25-pair MDF cable are not Octel parts.***								
405									
406	**TRANSCRIPTION EQUIPMENT:**								
407	Foot Pedal	*See Purchasing Note							
408									
409	***Purchasing Note:**								
410	The foot pedal must be ordered directly through DM Investments of Indianapolis, IN. Order part number "In-Step Model 100"								
411	The phone number is 1-800 444-4390 or 1-317 579-4747. The suggested retail price is $795.								
412									
413	**CABLES FOR OCTEL 250 SYSTEM MANAGER'S TERMINAL**								
414	Standard RS-232 - 25 ft Direct-Connect	250-SMT-25-C	2261881N	161392	1	$189.27	$189.27	$216.52	$216.52
415	Special RS-232 - 4 ft. Modem-Connect	250-SMTCM-4-C	2261882N	161393	1	$189.27	$189.27	$216.52	$216.52
416									
417	**CABLES FOR OCTEL 350 SYSTEM MANAGER'S TERMINAL**								
418	Standard RS-232 - 25 ft. Direct-Connect	350-SMT-25-C	2260339N	166957	1	$189.27	$189.27	$216.52	$216.52
419	Special RS-232 - 7 ft. Modem-Connect	350-SMTCM-25-C	2260906N	167045	1	$189.27	$189.27	$216.52	$216.52
420	(DB25RA/DB25)								
421									
422	**N. SPARES KITS & SPARES**								
423	**OCTEL 350**								
424	Spares Kit with Drive	350-SPARES-KIT	2261583N	167024	1	$21,860.93	$21,860.93	$25,007.58	$25,007.58
425	Includes: 1 CPU (Aria 1.1 & above)								
426	1 File								
427	1 Monitor								
428	1 2-GB Drive								
429									
430									
431	**DC POWER SPARES KIT**	350-DCPWR-SP	2261553N	167025	1	$12,029.30	$12,029.30	$13,760.79	$13,760.79
432	Power Supplies are Hot Plug Capable								
433	Includes: 5 Volt DC Power Supply								
434	12 Volt DC Power Supply								
435	48 Volt Power Fail Assembly								
436									
437	**MAJOR CIRCUIT BOARDS**								
438	CPU (ARIA 1.1 and above)	CPU-350	2261589N	167022	1	$7,286.98	$7,286.98	$8,335.86	$8,335.86
439									
440	File Card	FILE-350	2261609N		1	$8,023.04	$8,023.04	$9,177.87	$9,177.87
441	Monitor Card	MONITOR-350	2261884N	167036	1	$4,374.29	$4,374.29	$5,003.92	$5,003.92
442	LAN Card Kit (card, cable, wrench)	350-LAN	2261524N	167018	1	$5,835.89	$5,835.89	$6,675.91	$6,675.91
443	ACP Card w/ Instructions	350-ACP	2261514N	166935	1	$4,374.29	$4,374.29	$5,003.92	$5,003.92
444									
445	**MISCELLANEOUS**								
446	Air Filter	350-FILTER	2261690N	167042	1	$14.72	$14.72	$16.84	$16.84
447	Fan Assembly	350-FAN	2261689N	167043	1	$115.67	$115.67	$132.32	$132.32
448									
449	**POWER SUPPLIES**								
450	Power Supplies (Hot Plug Capable):								
451	5 Volt DC Power Supply	350-PWR-5V-DC	2260319N	167038	1	$5,615.07	$5,615.07	$6,423.30	$6,423.30
452	12 Volt Power Supply	350-PWR-12V-DC	2261571N	167039	1	$6,130.31	$6,130.31	$7,012.71	$7,012.71
453	48 Volt Power Fail Assembly	350-PWRF-48V	2261573N	167041	1	$736.06	$736.06	$842.01	$842.01
454									

	A	B	C	D	E	N	O	P	Q
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**Sap Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
455	**350 FLOOR MOUNT KIT**	350-CONC-FLRMT	2261531N	167044	1	$441.64	$441.64	$505.20	$505.20
456									
457	**CABLE REQUIRED WITH MSA** (Order 1 - 16) **OR MTA** (ORDER 1-7)								
458	25 ft. Direct-Connect	350-SMT-25-C	2260339N	166957	1	$189.27	$189.27	$216.52	$216.52
459	25 ft. Modem-Connect	350-X25CM-25-C		166956	1	$189.27	$189.27	$216.52	$216.52
460									
461	**CABLES FOR OCTEL 250 SYSTEM MANAGER'S TERMINAL**								
462	Standard RS-232								
463	25 ft. Direct-Connect	250-SMT-25-C	2261881N	161392	1	$189.27	$189.27	$216.52	$216.52
464	Special RS-232								
465	4 ft. Modem-Connect	250-SMTCM-4-C	2261882N	161393	1	$189.27	$189.27	$216.52	$216.52
466									
467	**CABLES FOR OCTEL 350 SYSTEM MANAGER'S TERMINAL**								
468	Standard RS-232								
469	25 ft. Direct-Connect	350-SMT-25-C	2260339N	166957	1	$189.27	$189.27	$216.52	$216.52
470	Special RS-232								
471	7 ft. Modem-Connect	350-SMTCM-25-C	2260906N	167045	1	$189.27	$189.27	$216.52	$216.52
472									
473	**CABLE FOR OCTEL 250 LAN CARD**								
474	Ethernet, DB15/DB15	250-LANDB-CBL	2262697N	161386	1	$189.27	$189.27	$216.52	$216.52
475									
476	**CABLES AND WRENCH FOR OCTEL 350 LAN CARD**								
477	Ethernet, DB15RA/DB15	350-LANDB-CBL	2262689N	167046	1	$189.27	$189.27	$216.52	$216.52
478	Z-fold, CPU CD/Dist/SBR	350-LANCPU-CBL	2262690N	167047	1	$189.27	$189.27	$216.52	$216.52
479	FLT, Z-fold, Mon CD/Dist	350-LANFLT-CBL	2262691N	167048	1	$189.27	$189.27	$216.52	$216.52
480	Hex Key Wrench, 7/64	350-LAN-WRENCH	2262692N	167049	1	$42.06	$42.06	$48.11	$48.11
481									
482	**OCTEL 250**								
483	Spares Kit with:	250-SPARES	2261511N	161325	1	$13,122.87	$13,122.87	$15,011.77	$15,011.77
484	1 CCF Board								
485	1 2GB Drive								
486	1 Power Supply								
487	1 Fan Assembly								
488	2 Fuses, 5A								
489	2 Fuses, 1 A								
490	2 Filters								
491									
492	CCF Board	250-CCF	2261444N	161366	1	$10,935.72	$10,935.72	$12,509.81	$12,509.81
493	LAN Card Kit (card, cable, wrench)	250-LAN	2262567N	161367	1	$2,923.20	$2,923.20	$3,343.97	$3,343.97
494	8-Port FLT	250-FLT-8	2261491N	161249	1	$4,016.78	$4,016.78	$4,594.95	$4,594.95
495	8-Port FLT-A	250-FLT-A	2261848N	161251	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
496	8-Port-FLT-D (Note 1)	250-FLT-D		161252	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
497	8-Port FLT-M	250-FLT-M	2261756N	169669	1	$6,193.41	$6,193.41	$7,084.88	$7,084.88
498	8-Port FLT-N	250-FLT-N	2262600N	161253	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
499	8-Port FLT-R (Note 1)	250-FLT-R	2263006N	161254	1	$4,742.32	$4,742.32	$5,424.93	$5,424.93
500	2GB Drive	DRIVE-2G-250	2261866N	161257	1	$2,187.14	$2,187.14	$2,501.96	$2,501.96
501	4GB Drive	DRIVE-4G-250	2261607N	161258	1	$4,374.29	$4,374.29	$5,003.92	$5,003.92
502	Power Supply	250-PWR-SUP	2261687N	161387	1	$1,093.57	$1,093.57	$1,250.98	$1,250.98
503	Fan Assembly	250-FAN	2261682N	161389	1	$73.61	$73.61	$84.20	$84.20
504	Filter	250-FILTER	2261683N	161398	1	$14.72	$14.72	$16.84	$16.84
505	Fuse, 5A	250-FUSE-5A	2261685N	161399	1	$7.36	$7.36	$8.42	$8.42
506	Fuse, 1A	250-FUSE-1A	2261684N	161399	1	$7.36	$7.36	$8.42	$8.42
507	Cable for Alarm	250-ALARM-CBL	2261671N	167052	1	$220.82	$220.82	$252.60	$252.60
508	Cable for SMDI Intg.	250-SMDI-CBL	2261688N	161394	1	$294.42	$294.42	$336.80	$336.80
509	Cable for Modem	250-NULL-CBL	2261686N	161395	1	$220.82	$220.82	$252.60	$252.60
510	External Modem	250-MODEM	2261501N	161390	1	$736.06	$736.06	$842.01	$842.01
511	Cable for 250 Internal Modem	250-MODEM-CBL		161391	1				
512									
513	**OCTEL 250/350**								
514	SBU Tape Kit for System Back-Up	SBU-TAPE-KIT	2261648N	161388	1	$189.27	$189.27	$216.52	$216.52
515	Tape Unit (ARIA) 1.1 & above)								
516	(Includes five 4GB tapes & two cleaning cartridges)								
517	Note 1: Requires Aria 2.05 software.								
518									
519	**O. SYSTEM SOFTWARE RELEASE UPGRADES AND UPDATES**								
520	**ARIA 1.X TO A3.X SOFTWARE UPGRADE**								
521	Octel 250	SWU-1T03-250	2263129N	167120	1	$3,648.75	$3,648.75	$4,173.95	$4,173.95
522	Octel 350	SWU-1T03-350	2263121N	169709	1	$6,193.41	$6,193.41	$7,084.88	$7,084.88
523									
524	**ARIA 2.X TO A3.X SOFTWARE UPGRADE**								
525	Octel 250	SWU-2TO3-250	2263232N	167121	1	$2,555.17	$2,555.17	$2,922.96	$2,922.96
526	Octel 350	SWU-2TO3-350		169710	1	$4,006.26	$4,006.26	$4,582.92	$4,582.92
527									
528	**ARIA 3.X SOFTWARE UPDATE**								
529	Octel 250 or Octel 350	SW-UPDT-3.X	2263218N	169711	1	$0.00	$0.00	$0.00	$0.00

	A	B	C	D	E	N	O	P	Q
11									
12	Description	Octel Part Number	SOFI Part Number	Sap Material Code	Unit of Measure	New System State FOB Destination Unit Price	New System State FOB Destination Ext. Price	Post-Install State FOB Destination Unit Price	Post-Install State FOB Destination Ext. Price
13									
530									
531	**P. VELOCITY UPGRADES**								
532	To purchase ANY of the Velocity Upgrade offers, the existing system MUST be at the latest Release								
533	of Aria software. If the system is NOT yet at the latest release of software Release upgrade on the same								
534	order to qualify to purchase the Velocity upgrade offers below.								
535									
536	Velocity Upgrade for Octel 250	250-VEL-UPG	2263230N	169715	1	$4,100.90	$4,100.90	$4,691.18	$4,691.18
537	Velocity Upgrade for Octel 350	350-VEL-UPG	2263240N	169716	1	$6,256.50	$6,256.50	$7,157.05	$7,157.05
538									
539	The Velocity upgrade package includes:								
540	opening authorized message hours to system limit of 900 hours on the Octel 250								
541	opening authorized message hours to system limit of 1,350 hours on the Octel 350								
542	increase fax mailboxes to equal the current number of voice mailboxes								
543	increase client licenses to equal the current number of voice mailboxes								
544	feature bit activation for the following features if they are not already activated:								
545	standard integration feature bits (RS232, Inband, Set Emulation)								
546	Octel Analog Networking								
547	Octel Digital Networking								
548	AMIS Networking								
549	ANI								
550	Password Reset								
551	Application Access								
552	Octel Index I								
553	Single Digit Menus								
554									
555	Velocity LAN / OAS for Octel 250*	250-OAS-LAN	2263231N	169713	1	$1,892.72	$1,892.72	$2,165.16	$2,165.16
556	Velocity LAN / OAS for Octel 350*	350-OAS-LAN	2263241N	169714	1	$3,049.38	$3,049.38	$3,488.31	$3,488.31
557									
558	*Also includes the www.CD.								
559									
560	Velocity OAS Only for Octel 250/350	VELOCITY-OAS-A	2263242N	169712	1	$262.88	$262.88	$300.72	$300.72
561									
562	**Q. VELOCITY MIGRATIONS**								
563									
564	**OCTEL 350 VELOCITY MIGRATION**								
565	Octel 350 eBus Msg Migration, 24 ports/900 seats	350-24-900-M		167122	1	$51,103.48	$51,103.48	$58,459.29	$58,459.29
566	Octel 350 eBus Msg Migration, 36 ports/1500 seats	350-36-1500-M		167123	1	$70,030.70	$70,030.70	$80,110.88	$80,110.88
567	Octel 350 eBus Msg Migration, 48 ports/2100 seats	350-48-2100-M		167124	1	$88,957.92	$88,957.92	$101,762.46	$101,762.46
568	Octel 350 eBus Msg Migration, 60 ports/2700 seats	350-60-2700-M		167125	1	$109,777.85	$109,777.85	$125,579.21	$125,579.21
569	Octel 350 eBus Msg Migration, 72 ports/3300 seats	350-72-3300-M		167126	1	$132,490.51	$132,490.51	$151,561.12	$151,561.12
570	Octel 350 eBus Msg Migration, 84 ports/3900 seats	350-84-3900-M		167127	1	$157,095.89	$157,095.89	$179,708.18	$179,708.18
571									
572	**OCTEL 250 VELOCITY MIGRATION**								
573	Octel 250 eBus Msg Migration, 4 ports/100 seats	250-4-100-M		167051	1	$8,832.70	$8,832.70	$10,104.07	$10,104.07
574	Octel 250 eBus Msg Migration, 8 ports/200 seats	250-8-200-M		167052	1	$11,356.33	$11,356.33	$12,990.95	$12,990.95
575	Octel 250 eBus Msg Migration, 12 ports/300 seats	250-12-300-M		167053	1	$15,141.77	$15,141.77	$17,321.27	$17,321.27
576	Octel 250 eBus Msg Migration, 18 ports/600 seats	250-18-600-M		167054	1	$32,176.27	$32,176.27	$36,807.70	$36,807.70
577	Octel 250 eBus Msg Migration, 24 ports/900 seats	250-24-900-M		167055	1	$41,639.88	$41,639.88	$47,633.49	$47,633.49
578	Octel 250 eBus Msg Migration, 30 ports/1200 seats	250-30-1200-M		167116	1	$54,888.93	$54,888.93	$62,789.61	$62,789.61
579	Octel 250 eBus Msg Migration, 36 ports/1500 seats	250-36-1500-M		167117	1	$62,459.81	$62,459.81	$71,450.24	$71,450.24
580	Octel 250 eBus Msg Migration, 48 ports/2100 seats	250-48-2100-M		167118	1	$81,387.03	$81,387.03	$93,101.83	$93,101.83
581	Octel 250 eBus Msg Migration, 60 ports/2700 seats	250-60-2700-M		167119	1	$102,206.97	$102,206.97	$116,918.58	$116,918.58
582									
583	**LABOR RATES**								
584									
585	**INSTALLATION LABOR:**								
586	A. Standard Labor Rate - Monday thru Friday 7:00 am to 5:00 pm.				Hour	$53.00			
587	B. Overtime Rate - Monday thru Friday 5:00 pm to 7:00 pm.				Hour	$58.00			
588	C. Premimum Rate - Any Sunday or Holiday Hours				Hour	$58.00			
589	D. Customer Assistance with Implementation				Hour	$53.00			
590									
591	**POST-INSTALL LABOR: (Actual time spent is time charged)**								
592	A. Technician				Hour			$65.00	
593	B. System Design Specialist				Hour			$53.00	
594									
595	**TRAINING LABOR:**								
596	A. Training Labor, Hourly				Hour	$53.00		$53.00	
597	B. Training Labor, End-User (Minimum of 10 students)				Per Student	$5.30		$5.30	
598									
599	**TRAVEL RATES:**								
600	New System Installation				Each	No Additional		No Additional	
601						Charge		Charge	
602	**GENERAL NOTES**								
603	1. The purchaser is responsible for any and all applicable state, local and city/county taxes.								

	A	B	C	D	E	N	O	P	Q
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**Sap Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
604	2. The customer is responsible for providing necessary connections to the respective PBX for integration.								

	A	B	C	D	E	N	O	P	Q
1	**CUSTOMER: STATE OF WASHINGTON**								
2	**PROJECT: OCTEL 100 PRICE LIST**								
3	**NEW INSTALL AND POST INSTALL**								
4									
5									
6									
7									
8	**DATE: UPDATED AUGUST, 2001**								
9									
10									
11									
12	**Description**	**Octel Part Number**	**SOFI Part Number**	**SAP Material Code**	**Unit of Measure**	**New System State FOB Destination Unit Price**	**New System State FOB Destination Ext. Price**	**Post-Install State FOB Destination Unit Price**	**Post-Install State FOB Destination Ext. Price**
13									
14	**OCTEL 100**								
15									
16	**A. BASE SYSTEMS**								
17	**Octel 100 Desktop Base systems (Note 1,2)**								
18	4-Port Dialog 4 Desktop	100-DIA4-DSK	2262934N	408243079	1	$5,965.14	$5,965.14	$6,829.66	$6,829.66
19	4-Port D42DNS Desktop (Norstar)	100-DNS-DSK	2262943N	408253680	1	$7,273.23	$7,273.23	$8,327.32	$8,327.32
20	4-Port D42DSL Desktop (SL-1)	100-DSL-DSK	2262952N	408253698	1	$7,273.23	$7,273.23	$8,327.32	$8,327.32
21	4-Port D42DSX Desktop (Mitel)	100-DSX-DSK	2262961N	408253706	1	$7,273.23	$7,273.23	$8,327.32	$8,327.32
22									
23	Note 1: Desktop: IBM Pentium 166Mhz with 16MB Ram, 60 hrs storage, 4 full-length board slots								
24	Note 2: Base systems include PC, 4-port board as selected, 3.5" 1.44MB floppy drive, 24X CD-Rom drive,								
25	mouse, keyboard, internal modem, UPS and UPS cable.								
26									
27	**B. PORT EXPANSIONS**								
28									
29	Octel 100 system port expansions include additional voice board(s), software licenses,								
30	50 American/English quick reference guides, and 50 American/English wallet cards.								
31									
32	**Octel 100 4 To 8 Port System Expansions**								
33	4 Port Dialog 4 Expansion	100-DIA4-EXP	2263087N	170541	1	$1,421.14	$1,421.14	$1,627.10	$1,627.10
34	4 Port D42DNS (Norstar) Expansion	100-DNS-EXP		170542	1	$4,148.35	$4,148.35	$4,749.56	$4,749.56
35	4 Port D42DSL (SL1) Expansion	100-DSL-EXP		170543	1	$4,148.35	$4,148.35	$4,749.56	$4,749.56
36	4 Port D42DSX (Mitel) Expansion	100-DSX-EXP		170544	1	$4,148.35	$4,148.35	$4,749.56	$4,749.56
37									
38	**C. INTEGRATION HARDWARE AND SOFTWARE OPTIONS**								
39									
40	**Serial Integration Software (Note 1,3)**								
41	SMDI Generic	100-IG-SMDI	2262969N	170578	1	$531.58	$531.58	$608.62	$608.62
42	RS232 Software for NEC 2400	100-IG-N2400	2262966N	170577	1	$531.58	$531.58	$608.62	$608.62
43	RS232 Software for ITT Millenium	100-IG-ITT	2262965N	170576	1	$531.58	$531.58	$608.62	$608.62
44									
45	**Integration Devices (Note 2,3)**								
46	VTG Lucent/Avaya	100-VTG-LUCENT	2262994N	170581	1	$2,556.97	$2,556.97	$2,927.54	$2,927.54
47	VTG Rolm	100-VTG-ROLM	2262996N	170583	1	$2,556.97	$2,556.97	$2,927.54	$2,927.54
48	VTG NTM1	100-VTG-NTM1	2262995N	170582	1	$2,556.97	$2,556.97	$2,927.54	$2,927.54
49	DMID - 12 Channel	100-IG-NT-D12	2262967N	170579	1	$1,816.79	$1,816.79	$2,080.10	$2,080.10
50	DMID - 24 Channel	100-IG-NT-D24	2262968N	170580	1	$1,816.79	$1,816.79	$2,080.10	$2,080.10
51									
52	**Serial Integration Hardware (Note 1,2)**								
53	Serial Port Board	100-SERIAL-PT	2262983N	170726	1	$269.15	$269.15	$308.16	$308.16
54									
55	**DID and E&M Integration**								
56	Exacom DID 400SFX Stack Pack		2262963N		1	$4,030.06	$4,030.06	$4,614.13	$4,614.13
57	Exacom E&M 400 SF Stack Pack		2262964N		1	$4,030.06	$4,030.06	$4,614.13	$4,614.13
58									
59	**NOTES**								
60	1 Serial Integration software options **REQUIRE** a serial port board for expansions to existing systems below serial number 608100.								
61	2 Integration device options **REQUIRE** a serial port board for expansions to existing systems below serial number 608100.								
62	All integration device options include RS232 (SMDI).								
63	3 Disk utility, order number S-COM-2300 is required for expansions to existing systems. (1 per order)								
64									
65	**D. APPLICATION SOFTWARE OPTIONS**								
66									
67	**Fax Solution:**								
68	2-Port Fax Board	100-2PT-FAX	2262922N	170545	1	$962.22	$962.22	$1,101.68	$1,101.68
69	Includes fax retrieval and fax mail software licenses, and (1) 2 port fax board.								
70									
71	2-Port Fax Board	100-2PT-FAX-EXP	2262923N	170546	1	$962.22	$962.22	$1,101.68	$1,101.68
72	Fax software licenses not included.								
73									
74	AMIS Networking	100-AMIS	2262925N	170400	1	$1,343.75	$1,343.75	$1,538.50	$1,538.50
75	Octel Analog Networking	100-ONET	2262980N	170401	1	$1,475.65	$1,475.65	$1,689.51	$1,689.51
76									
77	**Visual Mailbox:**								

	A	B	C	D	E	N	O	P	Q
11									
12	Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	New System State FOB Destination Unit Price	New System State FOB Destination Ext. Price	Post-Install State FOB Destination Unit Price	Post-Install State FOB Destination Ext. Price
13									
78	Visual Mailbox Starter Kit	100-VMBX-KIT-ATX		170787	1	$1,624.35	$1,624.35	$1,859.76	$1,859.76
79	Visual Mailbox Starter Kit	100-VMBX-KIT	2262993N	170540	1	$1,624.35	$1,624.35	$1,859.76	$1,859.76
80									
81	Visual mailbox starter kit includes 25 visual mailbox client licenses, network interface card (NIC), and software.								
82									
83	10 Visual Mailbox Client Licenses	100-VMBX-10	2262988N	170536	1	$296.81	$296.81	$339.83	$339.83
84	25 Visual Mailbox Client Licenses	100-VMBX-25	2262991N	170405	1	$446.12	$446.12	$510.78	$510.78
85	50 Visual Mailbox Client Licenses	100-VMBX-50	2262992N	170537	1	$588.78	$588.78	$674.11	$674.11
86	100 Visual Mailbox Client Licenses	100-VMBX-100	2262989N	170538	1	$886.20	$886.20	$1,014.63	$1,014.63
87	225 Visual Mailbox Client Licenses	100-VMBX-225	2262990N	170539	1	$1,178.23	$1,178.23	$1,348.98	$1,348.98
88									
89	Maximum quantity of visual mailbox client licenses per system is 250.								
90									
91	**E. SYSTEM MANAGEMENT TOOLS**								
92									
93	Remote Services Management - Manager	100-RSM-MGR	2262981N	170399	1	$80.74	$80.74	$92.45	$92.45
94	Visual Architect Developers Tool Kit	100-VISARCH-KIT	2262987N	115383	1	$438.72	$438.72	$502.31	$502.31
95									
96	**F. PERIPHERAL AND ADDITIONAL HARDWARE OPTIONS**								
97									
98	14" Color Monitor	100-CLR-MON	2262926N	170727	1	$235.52	$235.52	$269.65	$269.65
99	Kit Hard Drive Backup	100-HRDDVR-BU		170402		$672.89	$0.00	$770.41	$0.00
100	Spare UPS Pkg	100-UPS		170660	1	$551.76	$551.76	$631.73	$631.73
101	Spare D42DSX Pkg 4pt	100-DSX-SPR		170728	1	$4,609.28	$4,609.28	$5,277.29	$5,277.29
102	Spare D42DSL Pkg 4pt	100-DSL-SPR		170729	1	$4,609.28	$4,609.28	$5,277.29	$5,277.29
103	Spare D42DNS Pkg 4pt	100-DNS-SPR		170730	1	$4,609.28	$4,609.28	$5,277.29	$5,277.29
104	Spare Dialog Pkg 4pt	100-DIA4-SPR		170731	1	$3,465.37	$3,465.37	$3,967.60	$3,967.60
105									
106	**G. LITERATURE**								
107	System Literature Kit	100-LIT-SYS	2263005N	170403	1	$43.74	$43.74	$50.08	$50.08
108	User Literature Kit Bilingual	100-USER-BILING		170404	1	$90.17	$90.17	$103.23	$103.23
109									
110	**System Literature Kit contains the following:**								
111	Worksheet								
112	Implementation and Service Manual								
113	System Manager Manual								
114	American/English Wallet Card (50 per pkg)								
115	Implementation and Service Release Note								
116	American/English Quick Reference Guide (50 per pkg)								
117									
118	*Additional literature can be purchased through the Company Store.								
119									
120									
121	**LABOR RATES**								
122									
123	**INSTALLATION LABOR:**								
124	A. Standard Labor Rate - Monday thru Friday 7:00 am to 5:00 pm.				Hour	$53.00			
125	B. Overtime Rate - Monday thru Friday 5:00 pm to 7:00 pm.				Hour	$58.00			
126	C. Premimum Rate - Any Sunday or Holiday Hours				Hour	$58.00			
127	D. Customer Assistance with Implementation				Hour	$53.00			
128									
129	**POST-INSTALL LABOR: (Actual time spent is time charged)**								
130	A. Technician				Hour			$65.00	
131	B. System Design Specialist				Hour			$53.00	
132									
133	**TRAINING LABOR:**								
134	A. Training Labor, Hourly				Hour	$53.00		$53.00	
135	B. Training Labor, End-User (Minimum of 10 students)				Per Student	$5.30		$5.30	
136									
137	**TRAVEL RATES:**								
138	New System Installation				Each	No Additional		No Additional	
139						Charge		Charge	
140									
141	**GENERAL NOTES**								
142	1. The purchaser is responsible for any and all applicable state, local and city/county taxes.								
143	2. The customer is responsible for providing necessary connections to the respective PBX for integration.								
144									

VOICE MODULE IMPLEMENTATION PACKAGES

	OCTEL-RUN IMPLEMENTATION (ORI)			CUSTOMER-RUN IMPLEMENTATION (CRI)		
	Octel Overture PC	Octel Overture 250	Octel Overture 350	Octel Overture PC	Octel Overture 250	Octel Overture 350
1. Pre-Installation						
A. Telephone System Integration	Included	Included	Included	Included	Included	Included
B. Software Configuration	Included	Included	Included	Included	Included	Included
2. Installation						
A. Hardware Installation, Loading of System Parameters and Integration Testing	Included	Included	Included	Included	Included	Included
B. Customer Assistance in Loading Initial Subscriber Database	Included - 8 Hrs.	Included - 8 Hrs.	Included - 28 Hrs.	Optional	Optional	Optional
C Follow-up Telephone Support For System Manager	Included - 8 Hrs.	Included - 8 Hrs.	Included - 8 Hrs.	Included - 4 Hrs.	Included - 4 Hrs.	Included - 4 Hrs.
3. Training						
A. System Management Training For Two Employees on Premises	Included - 8 Hrs.	Included - 8 Hrs.	Included - 8 Hrs.	Included - 8 Hrs.	Included - 8 Hrs.	Included - 8 Hrs.
B. One System Manager Course at Octel University	Optional	Optional	Optional	Optional	Optional	Optional
C User Training on Premises	Included - 1 Day (8 Hrs.)	Included - 1 Day (8 Hrs.)	Included - 1 Day (8 Hrs.)	Optional	Optional	Optional
D Attendant Training	Included - 1 Hr.	Included - 1 Hr.	Included - 2 Hrs.	Optional	Optional	Optional
E. Executive Training	Included - 1 Hr.	Included - 1 Hr.	Included - 4 Hrs.	Optional	Optional	Optional
4. Post-Installation Testing	Required - Included	Required - Included	Required - Included	Optional	Optional	Optional
IMPLEMENTATION PACKAGE PRICE	**$2,042.00**	**$3,664.00**	**$4,580.00**	**$1,692.00**	**$2,964.00**	**$3,600.00**

All installation packages are based on the standard labor rates for work performed between 7:00 a.m. and 5:00 p.m., Monday thru Friday.

For all requirements exceeding stated parameters, standard labor rates apply.

Incremental Charges In Addition To Implementation Package Pricing:

Overture 250:						
1. Installation labor for second cabinet and associated ports	N/A	$240.00	N/A	N/A	$240.00	N/A
Overture 350:						
1. Installation labor for second cabinet and associated ports	N/A	N/A	$480.00	N/A	N/A	$480.00
2. Installation labor per each T1 deployed	N/A	N/A	$240.00	N/A	N/A	$240.00
3. Installation of new -48V DC power plant	N/A	N/A	$480.00	N/A	N/A	$480.00
Any System:						
Training for each added 50 users over 250	$106.00	$106.00	$106.00	$106.00	$106.00	$106.00

Notes:

1. U S WEST Communications Services, Inc. recommends that the number of students per training class is limited to no more than fifteen (15) attendees. This provides an environment which maximizes the students' opportunity for hands-on instruction and enhances the degree of end-user knowledge. Classes are typically one (1) hour in duration.
2. U S WEST Communications Services, Inc. supports System Design Specialist on-site post-cut coverage for a period of time specific to the system size, number of users and individual customer needs. Actual time required is negotiated with each customer and is chargeable at $56 per hour.
3. Optional System Manager training at an Octel training center is $2000. This price is tuition only; the customer is responsible for all travel, lodging, per diem and all other incidental expenses.

	OCTEL-RUN IMPLEMENTATION (ORI)			CUSTOMER-RUN IMPLEMENTATION (CRI)		
	Octel Overture PC	**Octel Overture 250**	**Octel Overture 350**	**Octel Overture PC**	**Octel Overture 250**	**Octel Overture 350**
Implementation and Training of New Software Features (Ref. 7.8 and 7.8.2):						
1. Fax Products, Fax Response	Included	Included	Included	Optional	Optional	Optional
2. Extension/Campus mailboxes	N/A	Included	Included	Optional	Optional	Optional
3. Decision Pro	N/A	$704.00	$704.00	N/A	Optional	Optional
4. System backup and GMR	N/A	Included	Included	Included	Included	Included
5. Auto Attendant	Included	Included	Included	Optional	Optional	Optional
6. Bulletin Broadcast (ICMB)	N/A	Included	Included	Optional	Optional	Optional
7. Conference Mailbox	Included	Included	Included	Optional	Optional	Optional
8. Call Processing Applications (See Note 2)	$280.00	$280.00	$280.00	Optional	Optional	Optional
9. Network Dial-By-Name (NameNet)	Included	Included	Included	Optional	Optional	Optional
10. OctelNet (Also AMIS and CNM) (See Note 3)	Installation and Software Testing Included	Installation and Software Testing Included	Installation and Software Testing Included	Optional	Optional	Optional

Notes:

1. The above information references new system installations. For post-installation implementation and for pre-Aria systems, post-install labor and training charges would apply.
2. Price provided is based on an estimate for an average level of implementation per each call processing application.
3. The installation and software testing for networking is included as part of the Octel-Run Implementation packages. To implement each site, an estimate of four (4) hours at the applicable installation labor rate should be considered.

AMENDMENT NUMBER 04-08
to
Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 25 (Modifications, Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 04-08 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("State") and Qwest !nterprise America, Inc., ("Contractor").

1. State and Contractor agree to delete Schedule A (*Contractor's Price List)* in its entirety and replace it in its entirety with the Schedule A attached hereto.

2. State and Contractor agree to delete the first paragraph of Section 2(B) and replace it in its entirety as follows:

   After the initial five (5) year period, DIS may extend this Contract for additional One (1) year terms. Extension(s) shall be accomplished only with the mutual written consent of both Parties.

3. State and Contractor agree, pursuant to Section 2(B), as amendment herein, to extend the contract for One (1) year, specifically through August 29, 2004

4. This Amendment shall be effective as of August 28, 2003, regardless of the date executed.

5. All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED	**APPROVED**
State of Washington	Qwest Interprise America, Inc.
Department of Information Services	
RMD	
Signature	Signature
Michael B. Emans	Richard Fernandez
Print or Type Name	Print or Type Name
Assistant Director 9/19/03	Director of Offer Management 9/15/03
Title Date	Title Date

OMR# 87980

CUSTOMER: STATE OF WASHINGTON
OCTEL ARIA PLATFORM (250/350) PRICE LIST
NEW INSTALL AND POST INSTALL

Prepared by: Christi Floor, Qwest 360.754.3148
Date: August, 2003

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
OCTEL 250 AND 350 PLATFORM							
A. eBusiness Messaging Systems							
OCTEL 350 Velocity							
Analog TIC							
Octel 350 eBus Msg System, 48 ports/2100 seats	350-48-2100M	2263296N	167124	1	$258,500.00	$164,095.80	$182,645.76
Octel 350 eBus Msg System, 84 ports/3900 seats	350-84-3900M	2263302N	167127	1	$456,500.00	$289,786.20	$322,544.64
Octel 350 Cabinet #2 Options							
350 Cabinet #2 w/Pwr Sup Redun	350-CAB2-WPSR	2261884N	167020	1	$33,000.00	$20,948.40	$23,316.48
350 Cabinet #2	350-CAB2	2261524N	169670	1	$30,250.00	$19,202.70	$21,373.44
25-PAIR, 50 FT M/S MDF Cable (one required per TIC card)	*8610050N	8610050N	N/A	1	N/A	$14.66	$16.32
Note: The 25-pair MDF cable is not an Octel part.							
* A "Seat" includes a voice mailbox with fax and client functionality.							
Maximum number of message hours available are enabled by platforms.							
OCTEL 250 Velocity							
Octel 250 eBus Msg System, 8 ports/200 seats	250-8-200M	2263283N	167052	1	$33,000.00	$20,948.40	$23,316.48
Octel 250 eBus Msg System, 12 ports/300 seats	250-12-300M	2263229N	167053	1	$44,000.00	$27,931.20	$31,088.64
Octel 250 eBus Msg System, 24 ports/900 seats	250-24-900M	2263304N	167055	1	$121,000.00	$76,810.80	$85,493.76
Octel 250 eBus Msg System, 60 ports/2700 seats	250-60-2700M	2263308N	167119	1	$297,000.00	$188,535.60	$209,848.32
250 Cabinet #2 (Note2)	250-CAB2	2261443N	161403	1	$11,000.00	$6,982.80	$7,772.16
25-PAIR, 50 FT M/S MDF Cable (one required per TIC card)	*8610050N	8610050N	N/A	1	N/A	$14.66	$16.32
Note: The 25-pair MDF cable is not an Octel part.							
* A "Seat" includes a voice mailbox with fax and client functionality.							
Maximum number of message hours available are enabled by platforms.							
All new and migration Octel 250/350 configurations include mailbox manager Primary Package, the LAN Card,							
Octel Access Software and Visual messenger CD, the www.messenger CD, standard integration feature bits (RS-232,							
In-Band, and set emulation), ANI, Password Reset, Application Access, Octel Index I, and Single Digit Menus.							
Note 2: The Octel 250 Cabinter #2 is required for greater than 56 ports or from greater than							
48 ports and a LAN card.							
B. LANGUAGES							
MULTILINGUAL PROMPTS:							
American English	LG-AMEENG-SEC	2260489N	161225	1	$3,000.00	$1,904.40	$2,119.68
American Spanish	LG-AMESPA-SEC	2260491N	161236	1	$3,000.00	$1,904.40	$2,119.68
TDD/TTY [American English]	LG-TDDENG-SEC	2261871N	161240	1	$500.00	$317.40	$353.28
MULTILINGUAL PROMPTS VIA TAPE:							
American English	L-AMENGSEC-TAPE	2262820N	169674	1	$3,000.00	$1,904.40	$2,119.68
American Spanish	L-AMSPASEC-TAPE	2262821N	169675	1	$3,000.00	$1,904.40	$2,119.68
TDD/TTY [American English]	L-TDDENSEC-TAPE	2262824N	169678	1	$500.00	$317.40	$353.28
C. PORT CARDS/PORT LICENSES (CAPACITY ON DEMAND)							
OCTEL 350:							
Line Card:							
12-Port Universal Digital Line Card (UDLC)	LINE-UDLC-350	2261640N	166958	1	$18,200.00	$11,553.36	$12,859.39
TICs & PICs							
12-Port Analog TIC	TIC-ANALOG-12	2260334N	166959	1	$13,800.00	$8,760.24	$9,750.53
24-Port T1 TIC	TIC-T1-24	2260337N	166960	1	$27,500.00	$17,457.00	$19,430.40
12 Port PIC-A for Lucent /Avaya PBX Integration	350-PIC-A	2262650N	166961	1	$15,500.00	$9,839.40	$10,951.68
12 Port PIC-N for Nortel PBX Integration	350-PIC-N	2262802N	166962	1	$15,500.00	$9,839.40	$10,951.68
12-Port PIC-R for Siemens/Rolm PBX Integration	360-PIC-R		166964	1	$15,500.00	$9,839.40	$10,951.68
Lucent/Avaya/NorTel Integration Feature Bit	IG-MARN-FB	2261870N	169699	1	$0.00	$0.00	$0.00
25-pair, 50 ft. M/S MDF Cable (one required per TIC card)	*8610050N	8610050N	N/A	1	N/A	$14.66	$16.32

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
Note: The 25-pair MDF cable is not an Octel part.							
OCTEL 250:							
8-Port FLT Card	250-FLT-8	2261491N	161249	1	$6,000.00	$3,808.80	$4,239.36
8-Port FLT Card for Lucent/Avaya PBX	250-FLT-A	2261848N	161251	1	$7,200.00	$4,570.56	$5,087.23
8-Port FLT-D Card for Mitel PBX	250-FLT-D		161252	1	$7,200.00	$4,570.56	$5,087.23
8-Port FLT Card for Mitel PBX	250-FLT-M	2261756N	169669	1	$9,350.00	$5,935.38	$6,606.34
8-Port FLT Card for NorTel PBX	250-FLT-N	2262600N	161253	1	$7,200.00	$4,570.56	$5,087.23
8-Port FLT Card for Siemens PBX	250-FLT-R	2263006N	161254	1	$7,200.00	$4,570.56	$5,087.23
Lucent/Avaya/Mitel/NorTel/Siemens	IG-MARN-FB	2261870N	169699	1	$0.00	$0.00	$0.00
1-Port License (must be ordered in multiples of 2)	250-PORTS-1	2261507N	408097129	1	$1,750.00	$1,110.90	$1,236.48
25-pair, 50 ft. M/S MDF Cable (one required per TIC card)	*8610050N	8610050N	N/A	1	N/A	$14.66	$16.32
Note: The 25-pair MDF cable is not an Octel part.							
D. DRIVES/MESSAGE STORAGE LICENSE/GMR (CAPACITY ON DEMAND)							
OCTEL 350							
4GB Message Storage Drive Module	DRIVE-4G-350	2261608N	166965	1	$3,300.00	$2,094.84	$2,331.65
Global Message Redundancy Software	350-GMR	2261560N	169673	1	$10,450.00	$6,633.66	$7,383.55
1-hour Message Storage License (must be in multiples of 5)	350-MSGHR-1	2261566N	408098929	1	$700.00	$444.36	$494.59
Note: New Octel 350 Velocity systems come standard with Global Message Redundancy (GMR) and at least (2) 4GB Drives (1 message, 1 mirror). The Octel 350 may have one, two or three drive pairs for GMR. Drive sizes may not be mixed within the pairs, but may be mixed among pairs.							
OCTEL 250							
4GB Message Storage Drive Module	DRIVE-4G-250	2261607N	161258	1	$3,300.00	$2,094.84	$2,331.65
Global Message Redundancy (GMR) Software	250-GMR	2261493N	161268	1	$7,150.00	$4,538.82	$5,051.90
1-hour Message Storage License (must be in multiples of 5)	250-MSGHR-1	2261503N	408097012	1	$700.00	$444.36	$494.59
E. SEAT PACKAGES							
eBusiness	**VEL-SEATS-25**	**2263220N**	**161255**	**1**	**$1,400.00**	**$888.72**	**$989.18**
A Seat contains one license for a voice mailbox, fax capability, and client.							
Seats are purchased to expand a Velocity system. They are NOT available on Non-Velocity systems.							
Seats are purchased in increments of 25 using multiples of the two order numbers above.							
F. MAILBOXES LICENSES (CAPACITY ON DEMAND)							
Octel 250 and 350							
Voice Mailboxes and Fax "Capabilities" are not available on Velocity Systems. See Velocity Seats.							
Voice Mailboxes and Fax "Capabilities" must be ordered in multiples of 25.							
VOICE MAILBOX LICENSES (QUANTITY PER ORDER)							
25-75 mailboxes	VMB-A25	2262292N	408102655	1	$30.00	$19.04	$21.20
ADD FAX CAPABILITIES TO MAILBOX (QTY.PER ORDER)							
25-75 mailboxes	FMB-A25	2262238N	408101889	1	$25.00	$15.87	$17.66
Note: Not available for Velocity systems.							
G. CLIENT LICENSES FOR VISUAL DESKTOP MESSAGING & www.messenger							
CLIENT LICENSE REQUIREMENTS							
*Client Licenses require A3.0 software.							
*A voice mbx license is purchased separately and is required for each Client License (non-Velocity systems).							
*For fax functionality , fax capability must be licensed and added to each voice mbx (non-Velocity systems).							
VISUAL DESKTOP MESSAGING CLIENT LICENSES							
(Includes www.messenger CD and first 25 client licenses)							
25 client licenses	VMWWW-A25		408224319	1	$90.00	$57.13	$63.59
H.OCTELDESIGNER AND OCTEL SOFTWARE SOLUTIONS							
OctelDesigner licenses are purchased in increments of one (minimum of 4 on initial order).							
OctelDesigner requires A3.0 software.							
OCTELDESIGNER APPLICATION LICENSES							
OctelDesigner Application Licenses, Aria Value Pk (36 licenses)	OD-ARIA-VAL		408411296	1	$12,640.00	$8,023.87	$8,930.92
OctelDesigner Application Licenses	OD-LICENSE		408411346	1	$790.00	$501.49	$558.18
OCTEL ENABLED VOICEMAIL (EVM)*							
EVM for Octel:							
Base Application (includes 100 user license)	EVM-NDF-BA		N/A	1	$9,500.00	$7,101.25	$8,212.75
Per 500 Additional Users	EVM-NDF-500		N/A	1	$2,500.00	$1,868.75	$2,161.25
Unlimited Users	EVM-NDF-UL		N/A	1	$10,000.00	$7,475.00	$8,645.00
EVM Calendar/Contacts:							

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
Base Application (Includes 100 user license)	EVM-CC-BA		N/A	1	$9,500.00	$7,101.25	$8,212.75
Per 500 Additional Users	EVM-CC-500		N/A	1	$2,500.00	$1,868.75	$2,161.25
Unlimited Users	EVM-CC-UL		N/A	1	$10,000.00	$7,475.00	$8,645.00
EVM Email:							
Base Application (2 TTS channels)	EVM-EM-BA		N/A	1	$12,500.00	$9,343.75	$10,806.25
Additional TTS Channel (per channel)	EVM-TTS		N/A	1	$2,500.00	$1,868.75	$2,161.25
EVM for mobilePath:							
Unlimited Users	EVM-WA		N/A	1	$3,000.00	$2,242.50	$2,593.50
*Additional applications available upon request							
*All applications include installation and 90-day support from Mutare							
*Applications require OAS software and OD application licenses							
I. INTEGRATION HARDWARE AND SOFTWARE OPTIONS							
ERICSSON MD110 Integration							
Includes RS232 Integration							
Software and Cable							
Octel 350	IG-350-MD110	2261784N	166927	1	$3,000.00	$1,904.40	$2,119.68
Octel 250	IG-250-MD110	2261781N	161242	1	$3,000.00	$1,904.40	$2,119.68
FUJITSU 9600 INTEGRATION							
Includes RS232 Integration							
Software and Cable							
Octel 350	IG-350-FUJ9600	2261783N	166929	1	$3,000.00	$1,904.40	$2,119.68
Octel 250	IG-250-FUJ9600	2261780N	161244	1	$3,000.00	$1,904.40	$2,119.68
IN-BAND INTEGRATION							
Octel 350	IG-350-INBAND	2261629N	169701	1	$3,000.00	$1,904.40	$2,119.68
Octel 250	IG-250-INBAND	2261615N	169692	1	$3,000.00	$1,904.40	$2,119.68
NEC INTEGRATION							
Octel 350	IG-350-NEC	2261785N	166928	1	$3,000.00	$1,904.40	$2,119.68
Octel 250	IG-250-NEC	2261782N	161243	1	$3,000.00	$1,904.40	$2,119.68
SMDI Integration Package							
Octel 350	IG-350-SMDI	2261636N	166926	1	$3,000.00	$1,904.40	$2,119.68
Octel 250	IG-250-SMDI	2261621N	161241	1	$3,000.00	$1,904.40	$2,119.68
J. APPLICATION SOFTWARE OPTIONS							
AMIS ANALOG NETWORKING							
Octel 350 (Standard on Velocity)	350-AMIS	2261517N	169723	1	$5,000.00	$3,174.00	$3,532.80
Octel 250 (Standard on Velocity)	250-AMIS	2261427N	169717	1	$2,500.00	$1,587.00	$1,766.40
ANNOUNCEMENT MAILBOX:							
Octel 350	350-ANNCE-MB	2261520N	167007	1	$5,000.00	$3,174.00	$3,532.80
Octel 250	250-ANNCE-MB	2261430N	161259	1	$2,500.00	$1,587.00	$1,766.40
APPLICATION ACCESS:							
Octel 350	350-PC-AGENT	2261570N	169727	1	$5,000.00	$3,174.00	$3,532.80
ARIA LAN CARD							
Octel 350 (Standard on Velocity)	350-LAN	2262585N	167037	1	$8,800.00	$5,586.24	$6,217.73
Octel 250** (Standard on Velocity)	250-LAN	2262567N	161367	1	$4,500.00	$2,856.60	$3,179.52
BULLETIN BROADCAST MAILBOX							
Octel 350	350-BULLETIN	2261521N	167008	1	$5,000.00	$3,174.00	$3,532.80
Octel 250	250-BULLETIN	2261441N	161260	1	$2,500.00	$1,587.00	$1,766.40
CONFERENCE MAILBOX							
Octel 350	350-CONF-MB	2261532N	167014	1	$5,000.00	$3,174.00	$3,532.80
Octel 250	250-CONF-MB	2261450N	161262	1	$2,500.00	$1,587.00	$1,766.40
EXTENSION MAILBOX							
Octel 350	350-EXTN-MB	2261557N	167012	1	$10,000.00	$6,348.00	$7,065.60
Octel 250	250-EXTN-MB	2261489N	161266	1	$5,000.00	$3,174.00	$3,532.80
FAX ON DEMAND (Note 6)							
Octel 350	350-FAXRESP	2261558N	167013	1	$10,000.00	$6,348.00	$7,065.60
Octel 250	250-FAXRESP	2261490N	161267	1	$5,000.00	$3,174.00	$3,532.80
HOTEL/MOTEL PACKAGE (Note 7)							
Octel 350	350-HOTEL	2261562N	167015	1	$5,000.00	$3,174.00	$3,532.80
Octel 250	250-HOTEL	2261497N	161269	1	$2,500.00	$1,587.00	$1,766.40
***OCTEL DIGITAL NETWORKING** (Note 2)							

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
Octel 350 (Standard on Velocity)	350-DNET	2262584N	169724	1	$8,000.00	$5,078.40	$5,652.48
Octel 250 (Standard on Velocity)	250-DNET	2262566N	169718	1	$4,000.00	$2,539.20	$2,826.24
OCTELFORMS (Voice Forms)							
(SDM is required)							
Octel 350	350-VFORMS	2261584N	167017	1	$10,000.00	$6,348.00	$7,065.60
Octel 250	250-VFORMS	2261512N	161272	1	$5,000.00	$3,174.00	$3,532.80
OCTELFORMS (DTMF Forms)							
(SDM is required)							
Octel 350	350-DFORMS	2261554N	167016	1	$20,000.00	$12,696.00	$14,131.20
Octel 250	250-DFORMS	2261486N	161271	1	$10,000.00	$6,348.00	$7,065.60
***OCTEL INDEX II**							
(Includes 4000 Communities, 4000 Attendant Schedules and Selective Send)							
Octel 350	350-INDEX-2	2261564N	167018	1	$5,000.00	$3,174.00	$3,532.80
Octel 250	250-INDEX-2	2261499N	161273	1	$2,500.00	$1,587.00	$1,766.40
Octel Analog Networking							
Octel 350 (Standard on Velocity)	350-NET	2261568N	169725	1	$5,000.00	$3,174.00	$3,532.80
Octel 250 (Standard on Velocity)	250-NET	2261504N	169719	1	$2,500.00	$1,587.00	$1,766.40
SINGLE DIGIT MENUS (with Voice Bulletin Boards)							
(Standard on new systems and migrations)							
Octel 350	350-SDM	2261576N	169730	1	$10,000.00	$6,348.00	$7,065.60
Octel 250	250-SDM	2261510N	169722	1	$5,000.00	$3,174.00	$3,532.80
*Denotes Feature Bit Only							
K. SYSTEM MANAGEMENT TOOLS							
DECISIONPRO - PRIMARY PACKAGE							
Octel 350	350-DPRO-PP	2261854N	167010	1	$3,500.00	$2,221.80	$2,472.96
***DECISIONPRO - MULTI-SITE PACKAGE**							
Octel 350	350-DPRO-M	2261853N	167011	1	$2,000.00	$1,269.60	$1,413.12
MAILBOX MANAGER - PRIMARY PACKAGE							
250 Mailbox Manager-Primary Package	250-OMM-PNC	2263127N	169720	1	$0.00	$0.00	$0.00
350 Mailbox Manager-Primary Package	350-OMM-PNC	2263124N	169726	1	$0.00	$0.00	$0.00
MBM Onsite Installation & Training Single User	OMM-INST-ON-1			1	$3,800.00	$2,412.24	$2,684.93
MBM Onsite Installation Up to 15	OMM-INST-ON-16			1	$7,000.00	$4,443.60	$4,945.92
MBM Onsite Installation & Training Up to 7	OMM-INST-ON-8			1	$5,200.00	$3,300.96	$3,674.11
MBM Remote Installation & Training Single User	OMM-INST-RE-1			1	$1,200.00	$761.76	$847.87
MBM Remote Installation & Training Up to 15 Clients	OMM-INST-RE-16			1	$3,300.00	$2,094.84	$2,331.65
MBM Remote Installatin & Training Up to 7 Clients	OMM-INST-RE-8			1	$2,700.00	$1,713.96	$1,907.71
Monitor Mailbox	SW-MONITOR-MB	2260479N	161270	1	$500.00	$317.40	$353.28
Password Reset (Standard on Velocity)	SW-PW-RESET	2260342N	169732	1	$500.00	$317.40	$353.28
Skip Password	SW-SKIP-PW	2262285N	161275	1	$500.00	$317.40	$353.28
SYSTEM BACKUP AND RESTORE VIA DDS2 TAPE							
Octel 350	350-SBU	2261575N	169728	1	$6,000.00	$3,808.80	$4,239.36
Octel 250	250-SBU	2261508N	161276	1	$4,000.00	$2,539.20	$2,826.24
(Includes feature bit, tape back up unit, five 4GB tapes & two cleaning cartridges.)							
SYSTEM BACKUP AND RESTORE VIA DDS3 TAPE							
Octel 350	350-SBU-DDS3	2263126N	169729	1	$7,200.00	$4,570.56	$5,087.23
(Includes feature bit, tape backup unit, five 12GB tapes & two cleaning cartridges)							
SPARE TAPE KIT FOR SYSTEM BACK UP	SBU-TAPE-KIT	2261648N	161388	1	$250.00	$158.70	$176.64
Tape Unit (ARIA 1.1 & above)							
(Includes five 4GB tapes & two cleaning cartridges)							
L. OCTEL 350 REDUNDANCY OPTIONS							
POWER SUPPLY REDUNDANCY							
Cabinet #1 Power Supply Redundancy	350-CAB1-REDUN	2261523N	169671	1	$14,850.00	$9,426.78	$10,492.42
Cabinet #2 Power Supply Redundancy	350-CAB2-REDUN	2261525N	169672	1	$8,500.00	$5,395.80	$6,005.76
Stand-By Redundancy Software	350-SBR	2261574N	167021	1	$11,000.00	$6,982.80	$7,772.16
(includes software and connectivity hardware; purchase redundant hardware separately below)							
StandBy Redundancy Hardware							
(order 2 File cards, 1 CPU, second cabinet)							
CPU (ARIA 1.1 and above)	CPU -350	2261589N	167022	1	$11,000.00	$6,982.80	$7,772.16
File Card	FILE-350	2261609N	167023	1	$12,100.00	$7,681.08	$8,549.38

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
Second Cabinet with Power Supply Redundancy	350-CAB2-WPSR	2261884N	167020	1	$33,000.00	$20,948.40	$23,316.48
Second Cabinet (req'd for CPE/File redundancy)	350-CAB2	2261524N	169670	1	$30,250.00	$19,202.70	$21,373.44
M. PERIPHERAL AND ADDITIONAL HARDWARE OPTIONS							
GENERAL:							
Wyse 150 System Manager's Terminal (including cable)	*7000197N	*7000197N	N/A	1	N/A	$548.55	$610.56
Fujitsu DL 3800 Parallel Printer	*7100058N	*7100058N	N/A	1	N/A	$632.50	$704.00
25-pair, 50 ft M/S MDF Cable	*8610050N	*8610050N	N/A	1	N/A	$14.66	$16.32
Note: The terminal, printer and 25-pair MDF cable are not Octel parts.							
TRANSCRIPTION EQUIPMENT:							
Foot Pedal	*See Purchasing Note						
***Purchasing Note:**							
The foot pedal must be ordered directly through DM Investments of Indianapolis, IN. Order part number "In-Step Model 100"							
The phone number is 1-800 444-4390 or 1-317 579-4747. The suggested retail price is $795.							
CABLES FOR OCTEL 250 SYSTEM MANAGER'S TERMINAL							
Standard RS-232 - 25 ft Direct-Connect	250-SMT-25-C	2261881N	161392	1	$250.00	$158.70	$176.64
Special RS-232 - 4 ft. Modem-Connect	250-SMTCM-4-C	2261882N	161393	1	$250.00	$158.70	$176.64
CABLES FOR OCTEL 350 SYSTEM MANAGER'S TERMINAL							
Standard RS-232 - 25 ft. Direct-Connect	350-SMT-25-C	2260339N	166957	1	$250.00	$158.70	$176.64
Special RS-232 - 7 ft. Modem-Connect	350-SMTCM-25-C	2260906N	167045	1	$250.00	$158.70	$176.64
(DB25RA/DB25)							
N. SPARES KITS & SPARES							
OCTEL 350							
Spares Kit with Drive	350-SPARES-KIT	2261583N	167024	1	$33,000.00	$20,948.40	$23,316.48
Includes: 1 CPU (Aria 1.1 & above)							
1 File							
1 Monitor							
1 2-GB Drive							
DC POWER SPARES KIT	350-DCPWR-SP	2261553N	167025	1	$18,200.00	$11,553.36	$12,859.39
Power Supplies are Hot Plug Capable							
Includes: 5 Volt DC Power Supply							
12 Volt DC Power Supply							
48 Volt Power Fail Assembly							
MAJOR CIRCUIT BOARDS							
CPU (ARIA 1.1 and above)	CPU-350	2261589N	167022	1	$11,000.00	$6,982.80	$7,772.16
File Card	FILE-350	2261609N	167023	1	$12,100.00	$7,681.08	$8,549.38
Monitor Card	MONITOR-350	2261884N	167036	1	$6,600.00	$4,189.68	$4,663.30
LAN Card Kit (card, cable, wrench)	350-LAN	2261524N	167018	1	$5,000.00	$3,174.00	$3,532.80
ACP Card w/ Instructions	350-ACP	2261514N	166935	1	$6,600.00	$4,189.68	$4,663.30
MISCELLANEOUS							
Air Filter	350-FILTER	2261690N	167042	1	$20.00	$12.70	$14.13
Fan Assembly	350-FAN	2261689N	167043	1	$150.00	$95.22	$105.98
POWER SUPPLIES							
Power Supplies (Hot Plug Capable):							
5 Volt DC Power Supply	350-PWR-5V-DC	2260319N	167038	1	$8,500.00	$5,395.80	$6,005.76
12 Volt Power Supply	350-PWR-12V-DC	2261571N	167039	1	$9,300.00	$5,903.64	$6,571.01
48 Volt Power Fail Assembly	350-PWRF-48V	2261573N	167041	1	$1,100.00	$698.28	$777.22
350 FLOOR MOUNT KIT	350-CONC-FLRMT	2261531N	167044	1	$600.00	$380.88	$423.94
CABLE REQUIRED WITH MSA (Order 1 - 16) **OR MTA** (ORDER 1-7)							
25 ft. Direct-Connect	350-SMT-25-C	2260339N	166957	1	$250.00	$158.70	$176.64
25 ft. Modem-Connect	350-X25CM-25-C		166956	1	$250.00	$158.70	$176.64
CABLES FOR OCTEL 250 SYSTEM MANAGER'S TERMINAL							
Standard RS-232							
25 ft. Direct-Connect	250-SMT-25-C	2261881N	161392	1	$250.00	$158.70	$176.64
Special RS-232							
4 ft. Modem-Connect	250-SMTCM-4-C	2261882N	161393	1	$250.00	$158.70	$176.64
CABLES FOR OCTEL 350 SYSTEM MANAGER'S TERMINAL							
Standard RS-232							
25 ft. Direct-Connect	350-SMT-25-C	2260339N	166957	1	$250.00	$158.70	$176.64
Special RS-232							
7 ft. Modem-Connect	350-SMTCM-25-C	2260906N	167045	1	$250.00	$158.70	$176.64
CABLE FOR OCTEL 250 LAN CARD							

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
Ethernet, DB15/DB15	250-LANDB-CBL	2262697N	161386	1	$250.00	$158.70	$176.64
CABLES AND WRENCH FOR OCTEL 350 LAN CARD							
Ethernet, DB15RA/DB15	350-LANDB-CBL	2262689N	167046	1	$250.00	$158.70	$176.64
Z-fold, CPU CD/Dist/SBR	350-LANCPU-CBL	2262690N	167047	1	$250.00	$158.70	$176.64
FLT, Z-fold, Mon CD/Dist	350-LANFLT-CBL	2262691N	167048	1	$250.00	$158.70	$176.64
Hex Key Wrench, 7/64	350-LAN-WRENCH	2262692N	167049	1	$50.00	$31.74	$35.33
OCTEL 250							
Spares Kit with:	250-SPARES	2261511N	161325	1	$20,000.00	$12,696.00	$14,131.20
1 CCF Board							
1 2GB Drive							
1 Power Supply							
1 Fan Assembly							
2 Fuses, 5A							
2 Fuses, 1 A							
2 Filters							
CCF Board	250-CCF	2261444N	161366	1	$16,500.00	$10,474.20	$11,658.24
LAN Card Kit (card, cable, wrench)	250-LAN	2262567N	161367	1	$4,500.00	$2,856.60	$3,179.52
8-Port FLT	250-FLT-8	2261491N	161249	1	$6,000.00	$3,808.80	$4,239.36
8-Port FLT-A	250-FLT-A	2261848N	161251	1	$7,200.00	$4,570.56	$5,087.23
8-Port-FLT-D (Note 1)	250-FLT-D		161252	1	$7,200.00	$4,570.56	$5,087.23
8-Port FLT-M	250-FLT-M	2261756N	169669	1	$9,350.00	$5,935.38	$6,606.34
8-Port FLT-N	250-FLT-N	2262600N	161253	1	$7,200.00	$4,570.56	$5,087.23
8-Port FLT-R (Note 1)	250-FLT-R	2263006N	161254	1	$7,200.00	$4,570.56	$5,087.23
4GB Drive	DRIVE-4G-250	2261607N	161258	1	$3,300.00	$2,094.84	$2,331.65
Power Supply	250-PWR-SUP	2261687N	161387	1	$1,700.00	$1,079.16	$1,201.15
Fan Assembly	250-FAN	2261682N	161389	1	$100.00	$63.48	$70.66
Filter	250-FILTER	2261683N	161398	1	$20.00	$12.70	$14.13
Fuse, 5A	250-FUSE-5A	2261685N	161400	1	$10.00	$6.35	$7.07
Fuse, 1A	250-FUSE-1A	2261684N	161399	1	$10.00	$6.35	$7.07
Cable for Alarm	250-ALARM-CBL	2261671N	161397	1	$300.00	$190.44	$211.97
Cable for SMDI Intg.	250-SMDI-CBL	2261688N	161394	1	$400.00	$253.92	$282.62
Cable for Modem	250-NULL-CBL	2261686N	161395	1	$300.00	$190.44	$211.97
External Modem	250-MODEM	2261501N	161390	1	$1,000.00	$634.80	$706.56
Cable for 250 Internal Modem	250-MODEM-CBL		161391	1	$150.00		
OCTEL 250/350							
SBU Tape Kit for System Back-Up	SBU-TAPE-KIT	2261648N	161388	1	$250.00	$158.70	$176.64
Tape Unit (ARIA) 1.1 & above)							
(Includes five 4GB tapes & two cleaning cartridges)							
Note 1: Requires Aria 2.05 software.							
O. SYSTEM SOFTWARE RELEASE UPGRADES AND UPDATES							
ARIA 1.X TO A3.X SOFTWARE UPGRADE							
Octel 250	SWU-1T03-250	2263129N	167120	1	$5,500.00	$3,491.40	$3,886.08
Octel 350	SWU-1T03-350	2263121N	169709	1	$9,350.00	$5,935.38	$6,606.34
ARIA 2.X TO A3.X SOFTWARE UPGRADE							
Octel 250	SWU-2TO3-250	2263232N	167121	1	$3,850.00	$2,443.98	$2,720.26
Octel 350	SWU-2TO3-350		169710	1	$6,050.00	$3,840.54	$4,274.69
ARIA 3.X SOFTWARE UPDATE							
Octel 250 or Octel 350	SW-UPDT-3.X	2263218N	169711	1	$0.00	$0.00	$0.00
P. VELOCITY UPGRADES							
To purchase ANY of the Velocity Upgrade offers, the existing system MUST be at the latest Release							
of Aria software. If the system is NOT yet at the latest release of software Release upgrade on the same							
order to qualify to purchase the Velocity upgrade offers below.							
Velocity Upgrade for Octel 250	250-VEL-UPG	2263230N	169715	1	$7,150.00	$4,538.82	$5,051.90
Velocity Upgrade for Octel 350	350-VEL-UPG	2263240N	169716	1	$10,900.00	$6,919.32	$7,701.50
The Velocity upgrade package includes:							
opening authorized message hours to system limit of 900 hours on the Octel 250							
opening authorized message hours to system limit of 1,350 hours on the Octel 350							
increase fax mailboxes to equal the current number of voice mailboxes							
increase client licenses to equal the current number of voice mailboxes							
feature bit activation for the following features if they are not already activated:							
standard integration feature bits (RS232, Inband, Set Emulation)							
Octel Analog Networking							
Octel Digital Networking							
AMIS Networking							
ANI							
Password Reset							
Application Access							
Octel Index I							

Description	Octel Part Number	SOFI Part Number	SAP Material Code	Unit of Measure	Avaya NPL Unit Price	New System State FOB Destination Unit Price	Post-Install State FOB Destination Unit Price
Single Digit Menus							
Velocity LAN / OAS for Octel 250*	250-OAS-LAN	2263231N	169713	1	$3,300.00	$2,094.84	$2,331.65
Velocity LAN / OAS for Octel 350*	350-OAS-LAN	2263241N	169714	1	$5,000.00	$3,174.00	$3,532.80
*Also includes the www.CD.							
Velocity OAS Only for Octel 250/350	VELOCITY-OAS-A	2263242N	169712	1	$500.00	$317.40	$353.28
LABOR RATES							
INSTALLATION LABOR:							
A. Standard Labor Rate - Monday thru Friday 7:00 am to 5:00 pm.				Hour		$53.00	
B. Overtime Rate - Monday thru Friday 5:00 pm to 7:00 pm.				Hour		$58.00	
C. Premimum Rate - Any Sunday or Holiday Hours				Hour		$58.00	
D. Customer Assistance with Implementation				Hour		$53.00	
POST-INSTALL LABOR: (Actual time spent is time charged)							
A. Technician				Hour			$65.00
B. System Design Specialist				Hour			$53.00
TRAINING LABOR:							
A. Training Labor, Hourly				Hour		$53.00	$53.00
B. Training Labor, End-User (Minimum of 10 students)				Per Student		$5.30	$5.30
TRAVEL RATES:							
New System Installation				Each		No Additional Charge	No Additional Charge
GENERAL NOTES							
1. The purchaser is responsible for any and all applicable state, local and city/county taxes.							
2. The customer is responsible for providing necessary connections to the respective PBX for integration.							

WARRANTY AND MAINTENANCE PROGRAM RATES

	Premier Service Plan	Standard Service Plan	Time and Materials Plan
First Year After Installation	Covered Under Warranty	Covered Under Warranty	Covered Under Warranty
Second Year After Installation	$2.38 Per Port Per Month	$2.10 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material And Trip Charge of $45.00
Third Year After Installation	$2.38 Per Port Per Month	$2.10 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material And Trip Charge of $45.00
Fourth Year After Installation	$2.38 Per Port Per Month	$2.10 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material And Trip Charge of $45.00
Fifth Year After Installation	$2.38 Per Port Per Month	$2.10 Per Port Per Month	$76.00 Per Hour of Billable Time Plus Material And Trip Charge of $45.00

The above per-port pricing is applicable for post-warranty maintenance contracts for up to four years when purchased in conjunction with a new system. Maintenance for existing systems and maintenance contracts purchased independent of a new system will be priced on an individual case basis.

Amendment Number 05-09
Master Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 25 (Modifications, Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 05-09 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("State") and Qwest Interprise America, Inc., ("Contractor").

1. State and Contractor agree, pursuant to Section 2(B) as previously amended, to extend the contract for one (1) year, specifically through August 29, 2005.

2. State and Contractor agree to delete and replace in its entirety Section 55, Marketing. as follows:

   > Contractor shall promote, market, champion and demonstrate the Equipment to potential new Subscriber organizations and to existing Subscriber organizations. The Contractor shall be responsible for all costs and marketing aspects of the Equipment.
   >
   > Prior to release, the State Contract Administrator shall approve the initial and subsequent marketing promotions.
   >
   > Prior to accepting any orders for equipment, Contractor will advise purchasers that equipment is subject to an end of life announcement by manufacturer. Contractor will advise that this announcement can be found on the State website at techmall.dis.wa.gov. In no event shall Contractor be responsible for the actual posting or maintenance of such announcement.

3. This Amendment shall be effective as of August 28, 2004, regardless of the date executed.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED
State of Washington
Department of Information Services

Signature

Michael B. Emans
Print or Type Name

Assistant Director 8/2/04
Title *Date*

APPROVED
Qwest Interprise America, Inc.

Signature

Richard Fernandez
Print or Type Name

Director Offer Management 8/30/04
Title *Date*

Amendment Number 06-10
Master Contract Number T97-MST-001
for
Voice Messaging Equipment

In accordance with Section 25 (Modifications, Amendments and Authority) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 06-10 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("State") and Qwest Interprise America, Inc., ("Contractor").

1. State and Contractor agree, pursuant to Provision 2(B) (*Term of Contract*), as previously amended, to extend the contract for one (1) year, specifically through August 31, 2006.

2. State and Contractor agree to add the following Provision 66(C) (Contractor Commitments, Warranties, and Representations), as a new section to the Contract:

   Notwithstanding the foregoing, State and Contractor agree, pursuant to the Equipment manufacturer's "End of Sales for New Systems" announcement, new systems/Equipment will not be available for purchase under this Contract as of June, 1, 2006.

3. Delete and replace in its entirety the labor rate of $65.00 within **A. Technician**, of the **POST-INSTALL LABOR**, of **LABOR RATES**, of **Schedule A**, to **Amendment Number 04-08**, to the **Contract** with a new labor rate of $76.00.

4. State and Contractor agree to delete Provision 74 (*DIS Master Contract Administration Use Fee and Collection*), and replace with the following:

   74.1 Vendor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Services purchased under this Master Contract. The report shall identify:

   a.) This Master Contract number;

   b.) Each Purchaser making purchases during that quarter;

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

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

   e.) The amount of the DIS Master Contract Administration Fee.

74.2 The Activity Reports and the DIS Administration Fee shall be due on a quarterly basis in accordance with the following schedule:

For activity in the months:	Report & Fee Due:
January, February, March	April 15th
April, May, June	July 15th
July, August, September	October 15th
October, November, December	January 15th

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

74.4 Quarterly Activity Reports are required even if no activity occurred.

74.5 Upon request by DIS, Vendor shall provide, in the format requested, the contact information for all Purchasers during the term of the Master Contract.

5. This Amendment shall be effective as of the latest signature date, below.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED
State of Washington
Department of Information Services

Signature

Michael D. McVicker
Print or Type Name

Assistant Director, TSD 8-8-05
Title *Date*

APPROVED
Qwest Interprise America, Inc.

Signature

Richard Fernandez
Print or Type Name

Director Offer Management 7/27/05
Title *Date*

Amendment Number 07-11

Master Contract Number T97-MST-001

for

Voice Messaging Equipment

In accordance with Section 25 (*Modifications, Amendments and Authority*) of Contract Number T97-MST-001 for Voice Messaging Equipment (the "Contract"), this Amendment 07-11 (the "Amendment") is entered into by and between the State of Washington, Department of Information Services ("State") and Qwest Interprise America, Inc., ("Contractor").

1. State and Contractor agree, pursuant to Provision 66(C) (*Contractor Commitments, Warranties, and Representations*), to continue this Master Contract as parts and maintenance only due to the Equipment manufacturer's "End of Sales for New Systems" announcement. The terms and conditions of this Master Contract shall govern Vendor's furnishing to Purchasers parts and maintenance of existing systems only.

2. State and Contractor agree, pursuant to Provision 2(B) (*Term of Contract*), as previously amended, to extend the contract for one (1) year, specifically through August 31, 2007.

3. State and Contractor agree to delete Schedule A (*Contractor's Price List*) in its entirety and replace it in its entirety with the Schedule A attached hereto.

This Amendment shall be effective as of the latest signature date, below.

All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED
State of Washington
Department of Information Services

Signature

Roland Rivera
Print or Type Name

Assistant Director, TSD — 10 Aug 06
Title — *Date*

APPROVED
Qwest Interprise America, Inc.

Signature

Susan Baker
Print or Type Name

Staff Offer Management Analyst — 8/2/06
Title — *Date*

CUSTOMER: STATE OF WA - DEPT OF INFORMATION SERVICES
OCTEL ARIA PLATFORM (250/350) PRICE LIST
POST INSTALL PRICING
CONTRACT: T97-MST-001

Prepared by: Christi Janett, Qwest 360.754.3148
Date: July 1, 2006

Description	Octel Part Number	SAP Material Code	Unit of Measure	Post-Install State FOB Destination Unit Price
OCTEL 250 AND 350 PLATFORM				
NOTE: Effective 7/1/06 new systems or upgrades are no longer available.				
A. eBusiness Messaging System Parts				
OCTEL 350 Velocity				
Octel 350 Cabinet #2 Options				
350 Cabinet #2 w/Pwr Sup Redun	350-CAB2-WPSR	167020	1	$23,316.48
350 Cabinet #2	350-CAB2	169670	1	$21,373.44
25-PAIR, 50 FT M/S MDF Cable (one required per TIC card)	253CX50GYADI	N/A	1	$16.32
Note: The 25-pair MDF cable is not an Octel part.				
OCTEL 250 Velocity				
250 Cabinet #2 (Note2)	250-CAB2	161403	1	$7,772.16
25-PAIR, 50 FT M/S MDF Cable (one required per TIC card)	253CX50GYADI	N/A	1	$16.32
Note 1: The 25-pair MDF cable is not an Octel part.				
Note 2: The Octel 250 Cabinter #2 is required for greater than 56 ports or from greater than 48 ports and a LAN card.				
B. LANGUAGES				
MULTILINGUAL PROMPTS:				
American English	LG-AMEENG-SEC	161225	1	$2,119.68
American Spanish	LG-AMESPA-SEC	161236	1	$2,119.68
TDD/TTY [American English]	LG-TDDENG-SEC	161240	1	$353.28
MULTILINGUAL PROMPTS VIA TAPE:				
American English	L-AMENGSEC-TAPE	169674	1	$2,119.68
American Spanish	L-AMSPASEC-TAPE	169675	1	$2,119.68
TDD/TTY [American English]	L-TDDENSEC-TAPE	169678	1	$353.28
C. PORT CARDS/PORT LICENSES (CAPACITY ON DEMAND)				
OCTEL 350:				
Line Card:				
12-Port Universal Digital Line Card (UDLC)	LINE-UDLC-350	166958	1	$12,859.39
TICs & PICs				
12-Port Analog TIC	TIC-ANALOG-12	166959	1	$9,750.53
24-Port T1 TIC	TIC-T1-24	166960	1	$19,430.40
12 Port PIC-A for Lucent /Avaya PBX Integration	350-PIC-A	166961	1	$10,951.68
12 Port PIC-N for Nortel PBX Integration	350-PIC-N	166962	1	$10,951.68
12-Port PIC-R for Siemens/Rolm PBX Integration	360-PIC-R	166964	1	$10,951.68
Lucent/Avaya/NorTel Integration Feature Bit	IG-MARN-FB	169699	1	$0.00
25-pair, 50 ft. M/S MDF Cable (one required per TIC card)	253CX50GYADI	N/A	1	$16.32
*Note: The 25-pair MDF cable is not an Octel part.				
OCTEL 250:				
8-Port FLT Card	250-FLT-8	161249	1	$4,239.36
8-Port FLT Card for Lucent/Avaya PBX	250-FLT-A	161251	1	$5,087.23
8-Port FLT-D Card for Mitel PBX	250-FLT-D	161252	1	$5,087.23
8-Port FLT Card for Mitel PBX	250-FLT-M	169669	1	$6,606.34
8-Port FLT Card for NorTel PBX	250-FLT-N	161253	1	$5,087.23
8-Port FLT Card for Siemens PBX	250-FLT-R	161254	1	$5,087.23
Lucent/Avaya/Mitel/NorTel/Siemens	IG-MARN-FB	169699	1	$0.00

1-Port License (must be ordered in multiples of 2)	250-PORTS-1	408097129	1	$1,236.48
25-pair, 50 ft. M/S MDF Cable (one required per TIC card)	253CX50GYADI	N/A	1	$16.32

*Note: The 25-pair MDF cable is not an Octel part.

D. DRIVES/MESSAGE STORAGE LICENSE/GMR (CAPACITY ON DEMAND)

OCTEL 350

4GB Message Storage Drive Module	DRIVE-4G-350	166965	1	$2,331.65
Global Message Redundancy Software	350-GMR	169673	1	$7,383.55
1-hour Message Storage License (must be in multiples of 5)	350-MSGHR-1	408098929	1	$494.59

Note: Octel 350 Velocity systems come standard with Global Message Redundancy (GMR) and at least (2) 4GB Drives (1 message, 1 mirror). The Octel 350 may have one, two or three drive pairs for GMR. Drive sizes may not be mixed within the pairs, but may be mixed among pairs.

OCTEL 250

4GB Message Storage Drive Module	DRIVE-4G-250	161258	1	$2,331.65
Global Message Redundancy (GMR) Software	250-GMR	161268	1	$5,051.90
1-hour Message Storage License (must be in multiples of 5)	250-MSGHR-1	408097012	1	$494.59

E. SEAT PACKAGES

eBusiness	VEL-SEATS-25	161255	1	$989.18

A Seat contains one license for a voice mailbox, fax capability, and client.
Seats are purchased to expand a Velocity system. They are NOT available on Non-Velocity systems.
Seats are purchased in increments of 25 using multiples of the two order numbers above.

F. MAILBOXES LICENSES (CAPACITY ON DEMAND)

Octel 250 and 350
Voice Mailboxes and Fax "Capabilities" are not available on Velocity Systems. See Velocity Seats.
Voice Mailboxes and Fax "Capabilities" must be ordered in multiples of 25.

VOICE MAILBOX LICENSES (QUANTITY PER ORDER)

25-75 mailboxes	VMB-A25	408102655	1	$21.20

ADD FAX CAPABILITIES TO MAILBOX (QTY.PER ORDER)

25-75 mailboxes	FMB-A25	408101889	1	$17.66

Note: Not available for Velocity systems.

G. CLIENT LICENSES FOR VISUAL DESKTOP MESSAGING & www.messenger

CLIENT LICENSE REQUIREMENTS
*Client Licenses require A3.0 software.
*A voice mbx license is purchased separately and is required for each Client License (non-Velocity systems).
*For fax functionality , fax capability must be licensed and added to each voice mbx (non-Velocity systems).

VISUAL DESKTOP MESSAGING CLIENT LICENSES

(Includes www.messenger CD and first 25 client licenses)

25 client licenses	VMWWW-A25	408224319	1	$63.59

H.OCTELDESIGNER AND OCTEL SOFTWARE SOLUTIONS

OctelDesigner licenses are purchased in increments of one (minimum of 4 on initial order).
OctelDesigner requires A3.0 software.

OCTELDESIGNER APPLICATION LICENSES

OctelDesigner Application Licenses, Aria Value Pk (36 licenses)	OD-ARIA-VAL	408411296	1	$8,930.92
OctelDesigner Application Licenses(contract)	OD-LICENSE	408411346	1	$558.18
OctelDesigner Application Licenses(actual cost)	OD-LICENSE	408411346	1	$706.56

OCTEL ENABLED VOICEMAIL (EVM)*

EVM for Octel:				
Base Application (includes 100 user license)	EVM-NDF-BA	N/A	1	$8,212.75
Per 500 Additional Users	EVM-NDF-500	N/A	1	$2,161.25
Unlimited Users	EVM-NDF-UL	N/A	1	$8,645.00
EVM Calendar/Contacts:				
Base Application (includes 100 user license)	EVM-CC-BA	N/A	1	$8,212.75
Per 500 Additional Users	EVM-CC-500	N/A	1	$2,161.25
Unlimited Users	EVM-CC-UL	N/A	1	$8,645.00

EVM Email:				
Base Application (2 TTS channels)	EVM-EM-BA	N/A	1	$10,806.25
Additional TTS Channel (per channel)	EVM-TTS	N/A	1	$2,161.25
EVM for mobilePath:				
Unlimited Users	EVM-WA	N/A	1	$2,593.50

*Additional applications available upon request
*All applications include installation and 90-day support from Mutare
*Applications require OAS software and OD application licenses

I. INTEGRATION HARDWARE AND SOFTWARE OPTIONS

ERICSSON MD110 Integration				
Includes RS232 Integration				
Software and Cable				
Octel 350	IG-350-MD110	166927	1	$2,119.68
Octel 250	IG-250-MD110	161242	1	$2,119.68
FUJITSU 9600 INTEGRATION				
Includes RS232 Integration				
Software and Cable				
Octel 350	IG-350-FUJ9600	166929	1	$2,119.68
Octel 250	IG-250-FUJ9600	161244	1	$2,119.68
IN-BAND INTEGRATION				
Octel 350	IG-350-INBAND	169701	1	$2,119.68
Octel 250	IG-250-INBAND	169692	1	$2,119.68
NEC INTEGRATION				
Octel 350	IG-350-NEC	166928	1	$2,119.68
Octel 250	IG-250-NEC	161243	1	$2,119.68
SMDI Integration Package				
Octel 350	IG-350-SMDI	166926	1	$2,119.68
Octel 250	IG-250-SMDI	161241	1	$2,119.68

J. APPLICATION SOFTWARE OPTIONS

AMIS ANALOG NETWORKING				
Octel 350 (Standard on Velocity)	350-AMIS	169723	1	$3,532.80
Octel 250 (Standard on Velocity)	250-AMIS	169717	1	$1,766.40
ANNOUNCEMENT MAILBOX:				
Octel 350	350-ANNCE-MB	167007	1	$3,532.80
Octel 250	250-ANNCE-MB	161259	1	$1,766.40
APPLICATION ACCESS:				
Octel 350	350-PC-AGENT	169727	1	$3,532.80
ARIA LAN CARD				
Octel 350 (Standard on Velocity)	350-LAN	167037	1	$6,217.73
Octel 250** (Standard on Velocity)	250-LAN	161367	1	$3,179.52
BULLETIN BROADCAST MAILBOX				
Octel 350	350-BULLETIN	167008	1	$3,532.80
Octel 250	250-BULLETIN	161260	1	$1,766.40
CONFERENCE MAILBOX				
Octel 350	350-CONF-MB	167014	1	$3,532.80
Octel 250	250-CONF-MB	161262	1	$1,766.40
EXTENSION MAILBOX				
Octel 350	350-EXTN-MB	167012	1	$7,065.60
Octel 250	250-EXTN-MB	161266	1	$3,532.80
FAX ON DEMAND (Note 6)				
Octel 350	350-FAXRESP	167013	1	$7,065.60
Octel 250	250-FAXRESP	161267	1	$3,532.80
HOTEL/MOTEL PACKAGE (Note 7)				
Octel 350	350-HOTEL	167015	1	$3,532.80
Octel 250	250-HOTEL	161269	1	$1,766.40

***OCTEL DIGITAL NETWORKING** (Note 2)				
Octel 350 (Standard on Velocity)	350-DNET	169724	1	$5,652.48
Octel 250 (Standard on Velocity)	250-DNET	169718	1	$2,826.24
OCTELFORMS (Voice Forms)				
(SDM is required)				
Octel 350	350-VFORMS	167017	1	$7,065.60
Octel 250	250-VFORMS	161272	1	$3,532.80
OCTELFORMS (DTMF Forms)				
(SDM is required)				
Octel 350	350-DFORMS	167016	1	$14,131.20
Octel 250	250-DFORMS	161271	1	$7,065.60
***OCTEL INDEX II**				
(Includes 4000 Communities, 4000 Attendant Schedules and Selective Send)				
Octel 350	350-INDEX-2	167018	1	$3,532.80
Octel 250	250-INDEX-2	161273	1	$1,766.40
Octel Analog Networking				
Octel 350 (Standard on Velocity)	350-NET	169725	1	$3,532.80
Octel 250 (Standard on Velocity)	250-NET	169719	1	$1,766.40
SINGLE DIGIT MENUS (with Voice Bulletin Boards)				
(Standard on new systems and migrations)				
Octel 350	350-SDM	169730	1	$7,065.60
Octel 250	250-SDM	169722	1	$3,532.80
*Denotes Feature Bit Only				

K. SYSTEM MANAGEMENT TOOLS

MAILBOX MANAGER - PRIMARY PACKAGE				
250 Mailbox Manager-Primary Package	250-OMM-PNC	169720	1	$0.00
350 Mailbox Manager-Primary Package	350-OMM-PNC	169726	1	$0.00
MBM Onsite Installation & Training Single User	OMM-INST-ON-1		1	$2,684.93
MBM Onsite Installation Up to 15	OMM-INST-ON-16		1	$4,945.92
MBM Onsite Installation & Training Up to 7	OMM-INST-ON-8		1	$3,674.11
MBM Remote Installation & Training Single User	OMM-INST-RE-1		1	$847.87
MBM Remote Installation & Training Up to 15 Clients	OMM-INST-RE-16		1	$2,331.65
MBM Remote Installatin & Training Up to 7 Clients	OMM-INST-RE-8		1	$1,907.71
MBM Remote Installation & Training Up to 15 Clients	OMM-INST-RE-16		1	$4,224.00
MBM Remote Installatin & Training Up to 7 Clients	OMM-INST-RE-8		1	$3,456.00
Monitor Mailbox	SW-MONITOR-MB	161270	1	$353.28
Password Reset (Standard on Velocity)	SW-PW-RESET	169732	1	$353.28
Skip Password	SW-SKIP-PW	161275	1	$353.28
SYSTEM BACKUP AND RESTORE VIA DDS2 TAPE				
Octel 350	350-SBU	169728	1	$4,239.36
Octel 250	250-SBU	161276	1	$2,826.24
(Includes feature bit, tape back up unit, five 4GB tapes & two cleaning cartridges.)				
SYSTEM BACKUP AND RESTORE VIA DDS3 TAPE				
Octel 350	350-SBU-DDS3	169729	1	$5,087.23
Octel 250	250-SBU-DDS3	161277	1	$3,674.11
(Includes feature bit, tape backup unit, five 12GB tapes & two cleaning cartridges)				
SPARE TAPE KIT FOR SYSTEM BACK UP	SBU-TAPE-KIT	161388	1	$176.64
Tape Unit (ARIA 1.1 & above)				
(Includes five 4GB tapes & two cleaning cartridges)				

L. OCTEL 350 REDUNDANCY OPTIONS

POWER SUPPLY REDUNDANCY				
Cabinet #1 Power Supply Redundancy	350-CAB1-REDUN	169671	1	$10,492.42
Cabinet #2 Power Supply Redundancy	350-CAB2-REDUN	169672	1	$6,005.76
File/CPU Redundancy				
Stand-By Redundancy Software	350-SBR	167021	1	$7,772.16
(includes software and connectivity hardware; purchase redundant hardware separately below)				
StandBy Redundancy Hardware				

(order 2 File cards, 1 CPU, second cabinet)				
CPU (ARIA 1.1 and above)	CPU -350	167022	1	$7,772.16
File Card	FILE-350	167023	1	$8,549.38
Second Cabinet with Power Supply Redundancy	350-CAB2-WPSR	167020	1	$23,316.48
Second Cabinet (req'd for CPE/File redundancy)	350-CAB2	169670	1	$21,373.44

M. PERIPHERAL AND ADDITIONAL HARDWARE OPTIONS

GENERAL:				
Wyse 150 System Manager's Terminal (including cable)	*7000197N	N/A	1	$610.56
Fujitsu DL 3800 Parallel Printer	*7100058N	N/A	1	$704.00
TRANSCRIPTION EQUIPMENT:				
Foot Pedal	*See Purchasing Note			

***Purchasing Note:**
The foot pedal must be ordered directly through DM Investments of Indianapolis, IN. Order part number "In-Step Model 100"
The phone number is 1-800 444-4390 or 1-317 579-4747. The suggested retail price is $795.

CABLES FOR OCTEL 250 SYSTEM MANAGER'S TERMINAL				
Standard RS-232 - 25 ft Direct-Connect	250-SMT-25-C	161392	1	$176.64
Special RS-232 - 4 ft. Modem-Connect	250-SMTCM-4-C	161393	1	$176.64
CABLES FOR OCTEL 350 SYSTEM MANAGER'S TERMINAL				
Standard RS-232 - 25 ft. Direct-Connect	350-SMT-25-C	166957	1	$176.64
Special RS-232 - 7 ft. Modem-Connect (DB25RA/DB25)	350-SMTCM-25-C	167045	1	$176.64

N. SPARES KITS & SPARES

OCTEL 350				
Spares Kit with Drive	350-SPARES-KIT	167024	1	$23,316.48
Includes: 1 CPU (Aria 1.1 & above)				
1 File				
1 Monitor				
1 2-GB Drive				
DC POWER SPARES KIT	350-DCPWR-SP	167025	1	$12,859.39
Power Supplies are Hot Plug Capable				
Includes: 5 Volt DC Power Supply				
12 Volt DC Power Supply				
48 Volt Power Fail Assembly				
MAJOR CIRCUIT BOARDS				
LAN Card Kit (card, cable, wrench)	350-LAN	167018	1	$3,532.80
ACP Card w/ Instructions	350-ACP	166935	1	$4,663.30
MISCELLANEOUS				
Air Filter	350-FILTER	167042	1	$14.13
Fan Assembly	350-FAN	167043	1	$105.98
POWER SUPPLIES				
Power Supplies (Hot Plug Capable):				
5 Volt DC Power Supply	350-PWR-5V-DC	167038	1	$6,005.76
12 Volt Power Supply	350-PWR-12V-DC	167039	1	$6,571.01
48 Volt Power Fail Assembly	350-PWRF-48V	167041	1	$777.22
350 FLOOR MOUNT KIT	350-CONC-FLRMT	167044	1	$423.94
CABLE REQUIRED WITH MSA (Order 1 - 16) **OR MTA** (ORDER 1-7)				
25 ft. Direct-Connect	350-SMT-25-C	166957	1	$176.64
25 ft. Modem-Connect	350-X25CM-25-C	166956	1	$176.64
CABLES FOR OCTEL 250 SYSTEM MANAGER'S TERMINAL				
Standard RS-232				
25 ft. Direct-Connect	250-SMT-25-C	161392	1	$176.64
Special RS-232				
4 ft. Modem-Connect	250-SMTCM-4-C	161393	1	$176.64
CABLES FOR OCTEL 350 SYSTEM MANAGER'S TERMINAL				
Standard RS-232				
25 ft. Direct-Connect	350-SMT-25-C	166957	1	$176.64
Special RS-232				
7 ft. Modem-Connect	350-SMTCM-25-C	167045	1	$176.64

CABLE FOR OCTEL 250 LAN CARD				
Ethernet, DB15/DB15	250-LANDB-CBL	161386	1	$176.64
CABLES AND WRENCH FOR OCTEL 350 LAN CARD				
Ethernet, DB15RA/DB15	350-LANDB-CBL	167046	1	$176.64
Z-fold, CPU CD/Dist/SBR	350-LANCPU-CBL	167047	1	$176.64
FLT, Z-fold, Mon CD/Dist	350-LANFLT-CBL	167048	1	$176.64
Hex Key Wrench, 7/64	350-LAN-WRENCH	167049	1	$35.33
OCTEL 250				
Spares Kit with:	250-SPARES	161325	1	$14,131.20
1 CCF Board				
1 2GB Drive				
1 Power Supply				
1 Fan Assembly				
2 Fuses, 5A				
2 Fuses, 1 A				
2 Filters				
CCF Board	**250-CCF**	**161366**	**1**	**$11,658.24**
LAN Card Kit (card, cable, wrench)	250-LAN	161367	1	$3,179.52
8-Port FLT	250-FLT-8	161249	1	$4,239.36
8-Port FLT-A	250-FLT-A	161251	1	$5,087.23
8-Port-FLT-D (Note 1)	250-FLT-D	161252	1	$5,087.23
8-Port FLT-M	250-FLT-M	169669	1	$6,606.34
8-Port FLT-N	250-FLT-N	161253	1	$5,087.23
8-Port FLT-R (Note 1)	250-FLT-R	161254	1	$5,087.23
4GB Drive	DRIVE-4G-250	161258	1	$2,331.65
Power Supply	250-PWR-SUP	161387	1	$1,201.15
Fan Assembly	250-FAN	161389	1	$70.66
Filter	250-FILTER	161398	1	$14.13
Fuse, 5A	250-FUSE-5A	161400	1	$7.07
Fuse, 1A	250-FUSE-1A	161399	1	$7.07
Cable for Alarm	250-ALARM-CBL	161397	1	$211.97
Cable for SMDI Intg.	250-SMDI-CBL	161394	1	$282.62
Cable for Modem	250-NULL-CBL	161395	1	$211.97
External Modem	250-MODEM	161390	1	$706.56
Cable for 250 Internal Modem	250-MODEM-CBL	161391	1	
OCTEL 250/350				
SBU Tape Kit for System Back-Up	SBU-TAPE-KIT	161388	1	$176.64
Tape Unit (ARIA) 1.1 & above)				
(Includes five 4GB tapes & two cleaning cartridges)				
Note 1: Requires Aria 2.05 software.				

O. SYSTEM SOFTWARE RELEASE UPGRADES AND UPDATES

Not Available as of 7/1/06

P. VELOCITY

Velocity LAN / OAS for Octel 250*	250-OAS-LAN	169713	1	$2,331.65
Velocity LAN / OAS for Octel 350*	350-OAS-LAN	169714	1	$3,532.80

*Also includes the www.CD.

Velocity OAS Only for Octel 250/350	VELOCITY-OAS-A	169712	1	$353.28

LABOR RATES

INSTALLATION LABOR:		
A. Standard Labor Rate - Monday thru Friday 7:00 am to 5:00 pm.	Hour	N/A
B. Overtime Rate - Monday thru Friday 5:00 pm to 7:00 pm.	Hour	N/A
C. Premium Rate - Any Sunday or Holiday Hours	Hour	N/A
D. Customer Assistance with Implementation	Hour	N/A
POST-INSTALL LABOR: (Actual time spent is time charged)		
A. Technician	Hour	$76.00
B. System Design Specialist	Hour	$53.00
TRAINING LABOR:		
A. Training Labor, Hourly	Hour	$53.00

TRAVEL RATES:

New System Installation	Each	N/A

GENERAL NOTES

1. The purchaser is responsible for any and all applicable state, local and city/county taxes.
2. The customer is responsible for providing necessary connections to the respective PBX for integration.

MAINTENANCE PRICING

EXISTING SYSTEMS, ORDERED AT TIME OF NEW SYSTEM PURCHASE		
Premier Plan, per port per month	Port	$2.38
Standard Plan, per port per month	Port	$2.10
EXISTING SYSTEMS, INCLUDING CONVERTED SYSTEMS		
Premier Plan, per port per month (Year 1 - Post Warranty Period)	Port	$23.00
Standard Plan, per port per month (Year 1 - Post Warranty Period)	Port	$20.00

Note: Additional maintenance coverage beyond Year 1 calculated with 5% price increase

TIME AND MATERIAL		
Time and Material pricing	Hour	$76.00