

OM Contract Cover Sheet -- GES

⇒ To avoid processing delays, a completed **OM Contract Cover Sheet** must be included w/ 2 customer-signed original contracts, including all exhibits, when sent to Contract Management. Please be sure to check-off your Regional Sales Director for proper contract return. OM Director signature is required on all non-standard contracts.

*Sales Executive complete this information (**REQUIRED INFORMATION IS IN THE FIRST COLUMN**):

Customer Name	OMR # / OM Analyst	Contract #	Is this an Existing Customer? (Y/N)?	Customer Acct. #	Monthly \$ value of contract
City of Grand Junction PD	Colleen Bizzarri / N32953	new	y	30004018027	NRC\$547,355.
Sales Executive Information		Sales Executive Address & Phone #			
Name: Wes Horn Sales office code: GESWEDEN (must use ONE sales office code from list below) e-mail address: wes.horn@centurylink.com		Wes Horn 950 15th St, Denver, CO 303-883-8900			
AC/ASR Information		AC/ASR Address & Phone #			
Name: Steve Parker e-mail address: steven.parker@centurylink.com		719-386-9918			

- Sales Executive – YOU MUST PROVIDE YOUR NAME, YOUR SALES OFFICE CODE AND YOUR EMAIL ADDRESS OR YOUR CONTRACT WILL BE REJECTED.** Choose the appropriate Sales Office Codes described on the list attached below.
- Sales Executive** check appropriate Regional Sales Director with an **X** from address list below in OM Group Task #1
- Sales Office Admin or Sales Executive** complete the overnight information & send to the Offer Management contact listed below. Before sending the contracts review for hand written changes & log the overnight tracking number (if there are hand written changes reject back to the Sales Executive – the Sales Executive will need to involve Offer Management to resolve.) Please note: you must send (2) two customer-signed original contracts, including all exhibits regardless of whether a signature is required on such exhibit.

Date overnight sent:	Overnight tracking number:
Name & phone number	Address
Kim Mortensen Financial/Business Analyst 303-992-6971	Qwest 930 15 th Street, 3 rd Floor Denver, CO 80202

OM Group Task #1 send one counter-signed original to the Sales contact, listed above, who is within the checked Regional Sales Director's group below.

Date sent (and overnight tracking number if applicable – regular mail is fine in most cases) :		
Sales (X) Here	Regional Sales Director Name & phone number	Qwest Communications Address
	Al Macaluso – 602.512.2500	Qwest: 20 E. Thomas Road, 23 rd Floor, Phoenix, AZ 85012
	Mike Stepan – 503.425.3366	Qwest: 421 SW Oak St, Room 710, Portland, OR 97204-1817
	Beau Hendrick – 512.651.7500	Qwest: 11921 N. Mopac Expy, Suite 100, Austin, TX 78759
	Gerard Healy – 216.573.5722	Qwest: 6155 Rockside Road, Suite 200, Independence, OH 44131
X	Brent Wyman – 303.992.6900	Qwest: 930 15 th Street, 3 rd Floor, Denver, CO 80202

-Resources for Promo Code Status: Upon review and acceptance of your completed coversheet and customer signed originals, OMCM requests Promo Codes from the Billing Promo Group (if applicable for GES).

As OM and OMCM do not create Promo Codes there are two resources you should check prior to calling OM or OMCM regarding the status of your Promo Codes.

1) The Billing Promo Code group (<mailto:billingpromocodes@qwest.com>) is responsible for creating Promo Codes once OMCM sends the executed contracts to them. Billing Promo Group maintains a spreadsheet on their shared drive that provides the status of promo codes.

Please note:

- The contract is not complete or valid unless the two customer-signed originals sent to OM include all pages of the contract and all exhibits (regardless of whether a particular exhibit requires a signature). No alterations can be made to the contract. No fax or photocopy signatures are allowed.
- Escalation is driven by the overnight package tracking number. If no overnight tracking number is documented by sales or if the overnight carrier does not confirm delivery to OM's address the responsibility to locate the contracts is Sales. If the overnight carrier shows that the package was delivered to OM's address it is OM's responsibility to locate the contracts.
- Web Hosting OM contracts include order forms that must be completed and submitted to Offer Management with the customer-signed contract.
- For signature authority guidelines, please see: http://denntwsi014.qwest.net:1980/departments/compliance/Guidelines/Signature_Guidelines.htm

**PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") and City of Grand Junction ("Customer"), a public entity organized under the laws of the State of Colorado, hereby enter into this Public Safety Product Sales/Installation/Maintenance Agreement ("Agreement"). Customer's current address, facsimile number, and person designated for notices are: Paula Ceasy; paulac@gjcity.org.

1. Products and Services Supplied under this Agreement.

1.1 CenturyLink will provide and Customer will purchase the Public Safety Product hardware and/or software ("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.

1.2 CenturyLink will install Product(s) specified in Attachment 1 according to the terms described in Attachment 2 to this Agreement, titled, Installation.

1.3 CenturyLink will provide maintenance services for the Public Safety Product(s) specified in Attachment 1 according to the terms described in Attachment 3 to this Agreement, titled, Maintenance Provisions.

2. Sales Price and Payment Terms.

2.1 CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. CenturyLink's prices for maintenance appear in Attachment 3 to this Agreement. All charges will be paid within 30 days of the invoice date and in accordance with the payment schedules referenced in Attachment 4 to this Agreement, titled, Payment Schedules. Prices quoted in this Agreement will be good until March 22, 2012. After such date, prices are subject to change. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

2.2 Late Payment Charge - CenturyLink will apply a service charge of 1½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date, unless such payments are the subject of a good faith dispute of which the Customer has notified CenturyLink in writing within 45 days after the invoice date.

3. Taxes and Fees. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. Alternatively, Customer may supply CenturyLink a tax exemption certificate in a form satisfactory to CenturyLink.

4. Customer Responsibilities.

4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between CenturyLink and Customer. Risk of loss and damage to Product(s) passes to Customer upon delivery of Product(s) to Customer at site.

4.2 Customer agrees to grant reasonable right of entry to CenturyLink's representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.

4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

5. Health and Safety Compliance. CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's ("OSHA") rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouting or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

6. Customer Acceptance. CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY

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REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

7. Adds; Changes. Any changes to a Product order or installation request and any additional Product orders or installation requests must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

8. Right to Subcontract. It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

9. Indemnification for Claims Associated with Personal Injury, Death, or Property Damage Only. To the extent allowed by law, each party will indemnify and hold harmless the other party in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, negligent acts solely in connection with a party's performance under this Agreement or a party's use of, or operation of, the Product(s) sold, installed, and maintained under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

10. Confidentiality; Publicity. Neither party will use the name or marks of the other party or its Affiliates without the written consent of the other party. CenturyLink's consent may only be given by its Legal Department. It is understood that Customer is a political subdivision of the State of Colorado and is subject to the Colorado Open Records Act, C.R.S. §§ 24-72-101, et seq., and that Customer's obligations under the Colorado Open Records Act supersedes the obligations under this Agreement. Each party will use reasonable efforts to protect the other's Confidential Information and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement. "Affiliate" means any entity controlled by, controlling, or under common control with a party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or nature and that the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the other party and/or is of such a nature the receiving party should reasonably understand that the other party desires to protect such information against unrestricted disclosure. Confidential Information does not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

11. HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

12. Limitation of Liability.

12.1 OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

12.2 CENTURYLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF THIS AGREEMENT. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY

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CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. THIS PARAGRAPH WILL NOT OBLIGATE CUSTOMER TO INDEMNIFY CENTURYLINK FOR DAMAGES SUFFERED BECAUSE OF CENTURYLINK'S NEGLIGENCE OR INTENTIONAL ACTS WITH RESPECT TO CENTURYLINK'S PROVISION OF EQUIPMENT, INSTALLATION, OR MAINTENANCE SERVICE ON EQUIPMENT COVERED BY THIS AGREEMENT.

13. Warranties.

13.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO MAINTENANCE SERVICES RENDERED UNDER THIS AGREEMENT.

13.2 WARRANTY FOR PRODUCT(S) WILL BEGIN ON THE DATE OF INSTALLATION AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, CENTURYLINK WILL PROVIDE SERVICE TO KEEP PRODUCT(S) LISTED IN ATTACHMENT 1 IN GOOD WORKING ORDER AND TO ENSURE PRODUCT(S) CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT.

13.3 DURING THE WARRANTY PERIOD, CENTURYLINK WILL REPAIR OR REPLACE, AT NO CHARGE, PRODUCT(S) CENTURYLINK FINDS TO BE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP. FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CENTURYLINK, A 90 DAY WARRANTY WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER.

13.4 PERSONNEL FURNISHED BY CENTURYLINK WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.

13.5 IF THE PRODUCT(S) OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF CENTURYLINK), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.

14. Exclusions to Warranties.

14.1 THE WARRANTIES PROVIDED BY CENTURYLINK UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

- a. FURNISHING SUPPLIES THAT ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;
- b. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;
- c. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN ATTACHMENT 1 TO THIS AGREEMENT;
- d. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY CENTURYLINK EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CENTURYLINK.

14.2 CENTURYLINK DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

14.3 WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE EVENTS.

14.4 WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY ("UPS") ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT.

15. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by end-user and/or CenturyLink, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.

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16. Default by Customer. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

17. Governing Law; Dispute Resolution.

17.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

17.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

18. Notices. Unless otherwise provided herein, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in CenturyLink's records; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

19. General. Customer represents that it is not a reseller and will not resell the Service. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

20. Entire Agreement. This Agreement and the attached Nonappropriations Addendum, constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter.

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CenturyLink and Customer execute and authorize this Agreement as of the last date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

City of Grand Junction

Qwest Communications Company, LLC d/b/a
CenturyLink QCC

Scott Hopkins
Authorized Signature
Scott Hopkins
Name Typed or Printed
Purchasing Supervisor
Title
3/16/12
Date

Susan Baker
Authorized Signature
Susan Baker
Name Typed or Printed
Offer Management - Manager
Title
3/16/2012
Date

**PUBLIC SAFETY PRODUCT
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NON-APPROPRIATIONS ADDENDUM**

This is an addendum ("Addendum") to the CenturyLink agreement between City of Grand Junction ("Customer") and Qwest Communications Company, LLC d/b/a CenturyLink QCC ("CenturyLink") for Public Safety Product Sales/Installation/Maintenance ("Underlying Agreement").

1. The purpose of this Addendum is to supplement the Underlying Agreement as follows:

Customer is a local, state, or federal governmental entity that relies on legislative budget approval to fund the Service in the Underlying Agreement. Customer intends to continue the Underlying Agreement for its entire term and to satisfy its obligations there under. For each succeeding fiscal period: (a) Customer agrees to request appropriations by the governing body sufficient to cover Customer's obligations under the Underlying Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating the Underlying Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds will lawfully be appropriated to satisfy its obligations.

If Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Underlying Agreement and has no other funding source lawfully available to it for such purpose Customer may terminate the Underlying Agreement by giving CenturyLink not less than 30 days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

2. Except as modified herein, terms and conditions of the Underlying Agreement will remain in full force and effect.

The parties hereby execute and authorize this Addendum as of the latest date shown below: Electronic signatures on this Addendum will be accepted only in the form and manner prescribed by CenturyLink.

Customer: City of Grand Junction

Qwest Communications Company, LLC d/b/a CenturyLink QCC

Scott Hopkins
Authorized Signature
Scott Hopkins
Name Typed or Printed
Purchasing Supervisor
Title
3/16/12
Date

Susan Baker
Authorized Signature
Susan Baker
Name Typed or Printed
Offer Management - Manager
Title
3/16/2012
Date

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ATTACHMENT 2

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[REDACTED] **INFORMATION**

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INSTALLATION

1. CenturyLink's Responsibilities. CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.

2. Customer's Responsibilities. Customer is responsible for:

2.1 Preparing the site properly, including, but not limited to, allowing compliance with manufacturer's specifications of floor plan requirements, as well as providing necessary openings, ducts, 4' x 8' sheet of 3/4" plywood for terminals and cross connect field, and conduits in floors and walls.

2.2 Meeting and maintaining proper environmental requirements as indicated by manufacturer of Product(s) listed in Attachment 1.

2.3 Providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required, including, but not limited to, providing proper lighting for installation personnel.

3. Time and Materials Charges. Additional time and materials charges are applicable under the following circumstances:

3.1 Any modifications to building's electrical system required to install listed Product(s) that are not properly performed or provided by Customer;

3.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer;

3.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.

4. Target Dates.

4.1 Installation begin date: (estimated) April 27th, 2012

4.2 Installation complete date: (estimated) July 20th, 2012

Customer SH
(Initials)

CenturyLink SB
(Initials)

**PUBLIC SAFETY PRODUCT
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ATTACHMENT 3**

[REDACTED] **INFORMATION**

MAINTENANCE PROVISIONS

General. After expiration of the warranty period, all Product(s) listed in Attachment 1 will be maintained in accordance with the manufacturer's original performance specifications.

1. Service and Scope.

- 1.1 CenturyLink will provide remedial maintenance on Product(s) listed in Attachment 1, 24 hours a day, seven days a week on a call out basis.
- 1.2 CenturyLink will target a response time of two hours from receipt of a call to respond to service-affecting call outs.
- 1.3 Remedial maintenance means maintenance CenturyLink deems reasonably appropriate and necessary to return Product(s) listed in Attachment 1 to proper operating condition as specified by manufacturer's specifications.
- 1.4 Prior to call out, Customer must follow routine test procedures, as specified by CenturyLink, to localize the cause of a problem.
- 1.5 After localization of trouble to the Product(s), Customer will immediately notify CenturyLink, by phone, of any Product(s) malfunction.

2. Term of Maintenance Provision.

- 2.1 The term of this Maintenance Provision will be N/A (____) months and will begin the day after the warranty period expires for Product(s).
- 2.2 If CenturyLink's agreement with the equipment manufacturer terminates before the end of this Agreement, CenturyLink may discontinue maintenance service with reasonable notice to Customer.

3. Repair and Replacement of Parts.

- 3.1 CenturyLink will have the option to repair or replace Product(s) specified in Attachment 1, or parts thereof.
- 3.2 When CenturyLink replaces part(s) or Product(s), the replacement part(s) become the property of Customer, and the replaced part(s) become the property of CenturyLink.
- 3.3 CenturyLink may, at its option, use new, reconditioned, or a later version of the parts or components of Product(s) to replace parts.
- 3.4 If CenturyLink uses parts or Product(s) from a Customer-owned spare parts inventory, the defective part(s) or Product(s) will remain the property of Customer. Customer may, at its option, purchase replacement spare part(s) or Product(s) from CenturyLink. In the case of such exchange, the defective part(s) or Product(s) become the property of CenturyLink and the purchased part(s) or Product(s) become the property of Customer.
- 3.5 Prices for replacement spare part(s) or Product(s) will be the then current CenturyLink list price.

4 Software Upgrades (Optional). Customer may select the software upgrade program listed on Attachment 4. The availability of this option is contingent on the type of Product used. If Customer selects the software upgrade program, the manufacturer, through CenturyLink, will make new versions and releases of the Product software available for deployment during the contract period. Customer must agree to the software license agreement(s) provided by the Product manufacturer. If Customer is not willing to agree to a manufacturer's software license terms, CenturyLink will not offer the software upgrade program. The software upgrade program is limited to only the software. If any additional hardware or equipment is required to use the software upgrade program, the cost of such additional hardware or equipment will be Customer's responsibility. Any required labor that is provided by a vendor and/or CenturyLink will be billed on a time & material basis at then-current rates and charges. Rates for the software upgrade program are shown in the Software Upgrade Program Schedule in Attachment 4. Maintenance for the software upgrade program will be incorporated into the Maintenance Payment Schedule in Attachment 4.

5. Exclusions.

5.1 This Agreement does not cover service calls for Product(s) listed in Attachment 1 that are damaged as a result of misuse of the Product(s), abusive environment, Customer modification, Customer interfaces with peripheral Product(s), moves, fire, vandalism, operator error, use of improper supplies, Force Majeure events, or other causes beyond normal usage of the Product(s). However, if Customer requests CenturyLink to make repairs under such circumstances, and if CenturyLink agrees to make such repairs, CenturyLink will provide repair at CenturyLink's then-current hourly charge rate for service technicians. All parts required to repair the Product(s) will be paid by Customer at the then-current parts list price.

**PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT**

5.2 This Agreement does not cover service calls to locations that are remote from the primary locations listed under this Agreement.

5.3 This Agreement does not cover headsets, Uninterruptible Power Supplies ("UPS"), personal computers, and any equipment not listed on Attachment 1 to this Agreement.

6. Rates and Charges.

6.1 CenturyLink may initiate an increase on each one-year anniversary of this Maintenance Provision, provided CenturyLink notifies Customer, in writing, 30 days in advance of any such increase. Maintenance charges are provided in Attachment 4 to this Agreement.

Customer SH
(Initials)

CenturyLink SB
(Initials)

**PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT
ATTACHMENT 4**

[REDACTED] INFORMATION

PAYMENT SCHEDULES

1. Product Pricing Summary.

Product \$ 311,477.16 (includes all material, shipping and handling)

Installation \$ \$135,996.48 (includes CenturyLink implementation, Cassidian Configuration(CFG-Config) and Staging, Field engineering and Training)

Total \$ 447,473.64 (Does not include Cassidian Software Support \$99,881.13 billed at acceptance) Overall project total including Product material, Installation, and Cassidian software Support will be \$547,354.77 before tax.

2. Product Payment Schedule:

Contract Signing 20% = \$ 89,494.73

Equipment Delivery 50% = \$ 223,736.82

Date of Acceptance 30% = \$ 134,242.09 - Plus One Year Cassidian Software Support (sw spt) \$99,881.13 (Total due at acceptance \$234,123.22)

3. Maintenance Service: (N/A Months)

3.1 Maintenance Payment Schedule. Customer will pay the following maintenance charges in accordance with the following payment schedule.

Schedule	Annual Maintenance Charges
First Year (after warranty)	\$
Second Year	\$
Third Year	\$
Fourth Year	\$
Fifth Year	\$

4. Software Upgrade Program:

4.1 Software Upgrade Program Payment Schedule: .Customer will pay the following software upgrade program charges in accordance with the following payment schedule.

Schedule	Annual Software Upgrade Program Charges*
First Year	\$N/A
Second Year	\$
Third Year	\$
Fourth Year	\$
Fifth Year	\$

*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer JH
(Initials)

CenturyLink JB
(Initials)

Date: 3/13/2012

**Attachment 1 CenturyLink Grand Junction Pricing CL3_2 CL38683M31312
Grand Junction E911, CO
Sentinel Patriot System - Side A**

Quote Summary

PRODUCT	TOTAL
Sentinel Patriot System Includes one year of Patriot software support	\$399,391.38
Sentinel CommandPOST includes one year software support	\$52,338.72
Aurora - MIS Enterprise System with Advanced reporting pkg, one year of software support	\$60,876.84
Managed Services Monitor and Response (M&R) with one year support, Required for Self Maintained	\$25,199.22
Virus Protect 3.0 SVC 1YR	\$2,504.16
Patch MGMT 3.0 SVC 1YR	\$3,356.64
Disaster Recovery Solution - Acronis	\$14,810.73
Extended Warranties PC and Server	\$21,562.86
Parts Spares	\$16,594.50
Cassidian Communications Services Install, PM, User Training, and Cutover Coaching	\$83,713.98
CenturyLink Implementation (Project management, Includes inventory, Placing Workstations, Patriot backroom equipment, Training room setup, De-installation of existing system, Test 911 and ANI circuits, CAD/Recorder ANI/ALI drop)	\$34,800.00
SUB-TOTAL	\$715,149.03
Cassidian Communications Loyalty Discount	(\$40,000.00)
Aurora Upgrade Incentive - (7) MagIC DCL purchased 2008 (2) MagIC DCL purchased 2004	(\$4,600.00)
SUB-TOTAL	\$670,549.03
Strategic Incentive Discount	(\$58,368.70)
Special Strategic Discount	(\$8,250.00)
Additional Strategic Discount	(\$35,500.00)
CenturyLink Strategic Discount	(\$23,562.09)
Shipping and Handling	\$2,486.53
GRAND TOTAL (Discount may be impacted by final configuration)	\$547,354.77

Grand Junction E911, CO

Sentinel Patriot System - Side A

Sentinel Patriot System

Qty.	Part No.	Description	Unit Price	Extended Price
Sentinel Patriot 3.2				
1	873099-00103.2	PAT 3.1 SYS LIC/DOC/MED	\$1,665.00	\$1,665.00
1	809800-35061	PATRIOT SYS CFG	\$1,110.00	\$1,110.00
1	873099-03001	PAT/CM CAD INTFC LIC	\$555.00	\$555.00
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	\$409.59	\$409.59
Server Equipment				
2	62040-G614402	SVR BASE RACK DL380/G7	\$3,256.74	\$6,513.48
4	64000-20056	HARD DRIVE 146GB SAS 15K	\$485.07	\$1,940.28
<i>Note: (2) Drives for mirrored array in PTS server and (3) Drives for RAID5 array in PCS server.</i>				
1	04000-30182	USB TO SERIAL HUB KIT	\$361.86	\$361.86
1	65000-00109	RISER CAGE PCI-X DL380/G7	\$139.86	\$139.86
1	04000-00397	SVR WIN2008 DGRD + 10CAL	\$1,080.03	\$1,080.03
1	04000-00101	PAT PTS CENT OS	\$0.00	\$0.00
2	809800-35056	PAT SVR CFG	\$555.00	\$1,110.00
Workstation Equipment				
22	873099-00303.0	PAT 3.X PER SEAT LIC	\$6,105.00	\$134,310.00
22	809800-35001	PAT 3.X SW SPT 1YR	\$1,098.90	\$24,175.80
Workstation Equipment - Z200				
22	61000-409602W7	WKST HP Z210 WIN7	\$1,792.65	\$39,438.30
22	63010-192809	MNTR 19IN TS BLK	\$1,296.48	\$28,522.56
22	660001-00032	EXTERNAL SPEAKERS	\$34.41	\$757.02
22	853030-00301	PAT 3.X SAM SENT HDWR KIT	\$1,833.72	\$40,341.84
22	64007-50014	KEYPAD 24 KEY PS2/USB	\$108.78	\$2,393.16
22	809800-35058	SENT IWS CFG	\$222.00	\$4,884.00
22	809800-35060	SENT STAGING FEE PP	\$333.00	\$7,326.00
1	870890-07501	CPR/SYSPREP IMAGING	\$0.00	\$0.00
Sentinel Patriot Dual IRR Module				
22	873099-00501	PAT/CM IRR LIC/DOC/MED	\$1,104.45	\$24,297.90
22	809800-35016	PAT/CM IRR SW SPT 1YR	\$198.69	\$4,371.18
Sentinel Monitor				
3	873099-00701	SEN MNTR VIEW SW LIC	\$3,885.00	\$11,655.00
22	873099-00801	SEN AGENT MNTR LIC	\$832.50	\$18,315.00
3	809800-35026	SEN MNTR SW SPT 1YR	\$699.30	\$2,097.90
2	63000-192610	MNTR 19IN LCD	\$251.97	\$503.94
<i>Note: Monitor to co-hab with Sentinel on (2) Sentinel Supervisor Workstations.</i>				
Sentinel Patriot CDR Module				
<i>Note: Customer to provide printer.</i>				
1	873099-00601	PAT/CM CDR SVR LIC	\$1,209.90	\$1,209.90
22	873099-01101	PAT/CM CDR PER SEAT LIC	\$99.90	\$2,197.80

Grand Junction E911, CO

Sentinel Patriot System - Side A

		<i>Peripherals, Gateways & Equipment Cabinet</i>		
		<i>Note: Customer to provide Firewall.</i>		
1	04000-31500	PAT/CM ALARM PANEL	\$1,665.00	\$1,665.00
1	863014-00102	PAT PERIPHERALS	\$4,240.20	\$4,240.20
1	850830-03011	MODEM PKG 56K EXT	\$649.35	\$649.35
2	04000-01037	SWITCH 48-PORT 2960	\$4,416.69	\$8,833.38
2	04000-02961	SPT 2960 48-PORT 1YR	\$1,157.73	\$2,315.46
2	04000-00108	MED 1000 CHASSIS BNDL	\$2,287.71	\$4,575.42
6	04000-00116	MED 1000 FXO-LS BNDL	\$384.06	\$2,304.36
3	04000-00119	MED 1000 FXS BNDL	\$368.52	\$1,105.56
44	65000-00163	NIC ETHERNET+PCIE CARD	\$57.91	\$2,548.04
2	863005-00101	ETHERNET 8T1 NTU	\$2,154.51	\$4,309.02
2	863000-00101	WARR UPLIFT 8T1 NTU 1YR	\$364.08	\$728.16
1	04000-01751	TS-4 PORT TERMINAL SVR	\$719.28	\$719.28
1	65000-00182	CBL 4FT RJ45-10P TO DB25M	\$23.31	\$23.31
1	CL9999	CenturyLink MISC patch cords, blocks, cable, ALI modems, for backroom equipment installation	\$3,692.44	\$3,692.44
		<i>Time Synchronization Equipment</i>		
		<i>Note: Customer to provide NetClock</i>		
Sentinel Patriot System Subtotal			\$399,391.38	

Sentinel CommandPOST System

Qty.	Part No.	Description	Unit Price	Extended Price
<i>Sentinel Patriot CommandPOST</i>				
4	873099-00303.0	PAT 3.X PER SEAT LIC	\$6,105.00	\$24,420.00
4	809800-35001	PAT 3.X SW SPT 1YR	\$1,098.90	\$4,395.60
4	61050-F409651-W7	LAPTOP E6420 WIN7 5YR	\$2,192.25	\$8,769.00
4	04401-00094	BATTERY 6-CELL LITH ION	\$190.92	\$763.68
4	64020-10013	KYBD USB MATTE BLK	\$16.65	\$66.60
4	04000-00487	ADVANCED E6420 STATION	\$245.31	\$981.24
4	853004-00201	SENT PAT CPOST HW KIT	\$700.41	\$2,801.64
4	809800-35058	SENT IWS CFG	\$222.00	\$888.00
4	809800-35060	SENT STAGING FEE PP	\$333.00	\$1,332.00
<i>Sentinel Monitor</i>				
4	873099-00801	SEN AGENT MNTR LIC	\$832.50	\$3,330.00
<i>Sentinel Patriot CDR Module</i>				
4	873099-01101	PAT/CM CDR PER SEAT LIC	\$99.90	\$399.60
<i>Aurora - MIS System Licensing & Support</i>				
4	873391-00201	AURORA COLLECTION LIC	\$888.00	\$3,552.00
4	809800-03301	AURORA SPT 1 YR	\$159.84	\$639.36
Sentinel CommandPOST System Subtotal			\$52,338.72	

Grand Junction E911, CO

Sentinel Patriot System - Side A

Aurora - MIS System 2.0

Qty.	Part No.	Description	Unit Price	Extended Price
Aurora - MIS System Licensing & Support				
1	873399-00102.0	AURORA 2.0 L/D/M	\$0.00	\$0.00
1	873391-01002	AURORA HOST LIC	\$16,650.00	\$16,650.00
1	873391-02001	AURORA SITE LIC	\$1,665.00	\$1,665.00
1	809800-03361	AURORA ENT/HOST SPT 1 YR	\$299.70	\$299.70
22	873391-00201	AURORA COLLECTION LIC	\$888.00	\$19,536.00
22	809800-03301	AURORA SPT 1 YR	\$159.84	\$3,516.48
Aurora Optional Modules				
1	873391-00901	AURORA ADV RPT PKG LIC	\$3,885.00	\$3,885.00
Aurora Server Equipment				
1	62040-G614402	SVR BASE RACK DL380/G7	\$3,256.74	\$3,256.74
8	64000-20057	HARD DRIVE 300GB SAS 10K	\$567.21	\$4,537.68
1	64000-30022	DVD-RW ML310G5/ML350/70G6	\$128.76	\$128.76
1	64000-30024	PROCESSOR QUAD E5520 2.26	\$740.37	\$740.37
5	64000-40090	4GB RAM SVR	\$248.64	\$1,243.20
1	62033-2GB4T01	NAS SVR 4TB	\$1,834.83	\$1,834.83
1	04000-00397	SVR WIN2008 DGRD + 10CAL	\$1,080.03	\$1,080.03
1	04000-00325	SQL SVR 2008 ENT RUNTIME	\$68.82	\$68.82
1	04000-00426	PRESENT TENSE CLIENT	\$61.05	\$61.05
1	809800-01416	MIS SVR CFG	\$555.00	\$555.00
Aurora Monitoring Workstation Equipment				
<i>Note: To be installed in supervisors' workstations.</i>				
2	873391-00301	AURORA USER LICENSE	\$832.50	\$1,665.00
2	04000-00325	SQL 2008 CAL RUNTIME STD	\$68.82	\$137.64
Peripherals & Equipment Racks				
<i>Note: Aurora Server to be installed in Patriot Equipment Rack.</i>				
1	65000-00124	CBL PATCH 15FT	\$15.54	\$15.54
Aurora Printers				
<i>Note: Customer to provide printer.</i>				
Aurora - MIS System Subtotal				\$60,876.84

Grand Junction E911, CO

Sentinel Patriot System - Side A Managed Services

Qty.	Part No.	Description	Unit Price	Extended Price
1	809800-14151	M&R ACT FEE MED&LGE SITE	\$3,219.00	\$3,219.00
		Monitoring & Response License Fees		
2	871499-01206	M&R 3.0 LIC SVR	\$415.14	\$830.28
34	871499-01207	M&R 3.0 LIC WKST/IP	\$78.81	\$2,679.54
		Monitoring & Response Support Fees		
2	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,443.00	\$2,886.00
34	809800-14166	M&R 3.0 WKST/IP SVC 1YR	\$399.60	\$13,586.40
		Managed Services - Implementation Fee		
24	809800-14152	MGD SERV DEV & IMPL	\$83.25	\$1,998.00
		Subtotal		\$25,199.22
		Anti-Virus Solution		
24	809800-14171	VIRUS PROTECT 3.0 SVC 1YR	\$104.34	\$2,504.16
		Subtotal		\$2,504.16
		Patch Management Solution		
24	809800-14181	PATCH MGMT 3.0 SVC 1YR	\$139.86	\$3,356.64
		Subtotal		\$3,356.64
		Disaster Recovery Solution - Acronis		
2	871499-01301	DIS RCV SVR LIC	\$729.27	\$1,458.54
		NMS Server Equipment		
		Note: Recovery times can be long when there is no local NMS at this remote site due to WAN bandwidth. NMS Server to be installed in Sentinel Patriot Equipment Rack.		
1	871499-01206	M&R 3.0 LIC SVR	\$415.14	\$415.14
1	809800-14161	M&R 3.0 SVR SRVC 1YR	\$1,443.00	\$1,443.00
1	809800-14171	VIRUS PROTECT 3.0 SVC 1YR	\$104.34	\$104.34
1	809800-14181	PATCH MGMT 3.0 SVC 1YR	\$139.86	\$139.86
1	62040-G614402	SVR BASE RACK DL380/G7	\$3,256.74	\$3,256.74
5	64000-20057	HARD DRIVE 300GB SAS 10K	\$567.21	\$2,836.05
1	64000-20061	HARD DRIVE 600GB SAS 10K	\$1,050.06	\$1,050.06
		Note: 600GB HD to be configured as a Backup Drive.		
1	64000-30026	PROCESSOR E5620 DL380/7	\$697.08	\$697.08
1	04000-00396	SVR WIN 2008 + 5 CAL	\$949.05	\$949.05
1	04000-00285	SQL 2005 PROCESS RUNTIME	\$2,167.83	\$2,167.83
1	809800-00112	GENERIC SVR CFG FEE	\$277.50	\$277.50
1	65000-00124	CBL PATCH 15FT	\$15.54	\$15.54
		Subtotal		\$14,810.73
Managed Services Subtotal				\$45,870.75

Grand Junction E911, CO

Sentinel Patriot System - Side A Extended Warranties

Qty.	Part No.	Description	Unit Price	Extended Price
4	04000-01526	Server Extended Warranty WARR 5YR 24X7 DL380 <i>Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 24x7 response time.</i>	\$2,344.32	\$9,377.28
22	04000-01501	Workstation Extended Warranty WARR 5YR Z200 XW43/44/46 <i>Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 24x7, 4 hour response.</i>	\$553.89	\$12,185.58
Extended Warranties Subtotal				\$21,562.86

Spare Parts

Qty.	Part No.	Description	Unit Price	Extended Price
Spare Sentinel Patriot Equipment				
2	04000-00116	MED 1000 FXO-LS BNDL	\$384.06	\$768.12
2	04000-00119	MED 1000 FXS BNDL	\$368.52	\$737.04
2	04000-00125	MEDIANT 1000 CPU BNDL	\$1,108.89	\$2,217.78
2	04000-00121	MED 1000 PWR SPLY BNDL	\$409.59	\$819.18
1	04000-01037	SWITCH 48-PORT 2960	\$4,416.69	\$4,416.69
1	04000-02961	SPT 2960 48-PORT 1YR	\$1,157.73	\$1,157.73
2	63010-192809	MNTR 19IN TS BLK	\$1,296.48	\$2,592.96
2	64007-50014	KEYPAD 24 KEY PS2/USB	\$108.78	\$217.56
2	853030-00301	PAT 3.X SAM SENT HDWR KIT	\$1,833.72	\$3,667.44
Optional Parts/Spares Subtotal				\$16,594.50

Grand Junction E911, CO

Sentinel Patriot System - Side A Cassidian Communications Services

Qty.	Part No.	Description	Unit Price	Extended Price
		Field Engineering Services <i>Note: A Patriot certified, trained technician is required for the installation of Patriot systems. If a certified, trained technician is not available, Field Engineering services are required.</i>		
320	809800-17101	FIELD ENG-PRIMARY	\$111.00	\$35,520.00
16	809800-17101	FIELD ENG-PRIMARY (onsite cabinet configuration)	\$111.00	\$1,776.00
		Project Management Services		
248	809800-51004	PROJECT MGT-SECONDARY	\$111.00	\$27,528.00
		Training <i>Note: Training is provided at the customer site using the customer owned equipment. Prices are per student unless otherwise indicated. Minimum number of students is 6 and maximum number of students is 8 per class.</i>		
50	000000-08531	SENTINEL PATRIOT AGENT	\$138.75	\$6,937.50
6	000000-08534	SENTINEL PATRIOT ADMIN	\$416.25	\$2,497.50
2	809800-00114	TRAVEL EXPENSE	\$591.63	\$1,183.26
8	809800-00115	DAILY TRAINER EXPENSE	\$336.33	\$2,690.64
		Post-Cut Training		
6	000000-24404	AURORA ADMIN TRAINING	\$277.50	\$1,665.00
1	809800-00114	TRAVEL EXPENSE	\$591.63	\$591.63
2	809800-00115	DAILY TRAINER EXPENSE	\$336.33	\$672.66
		Cutover Coaching		
1	000000-08538	CUTOVER COACHING	\$1,387.50	\$1,387.50
1	809800-00114	TRAVEL EXPENSE	\$591.63	\$591.63
2	809800-00115	DAILY TRAINER EXPENSE	\$336.33	\$672.66
Cassidian Communications Services Subtotal				\$83,713.98

**DELEGATION OF AUTHORITY PURSUANT TO
POLICY 107 – FISCAL AUTHORITIES**

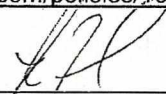
I, Richard Fernandez, Director of Offer Management, hereby delegate to Susan Baker, my authority pursuant to Policy 107 – Fiscal Authorities insofar as it is required to approve transactions and execute documents, up to and including the authority levels granted to me under Policy 107 – Fiscal Authorities.

Limitations of delegations of authority:

- You may only delegate your authority to your management direct reports except that VPs and above may also delegate their authority to any director or above in their reporting hierarchy.
- This delegation is effective immediately.
- This delegation expires upon the earlier to occur of (a) March 31, 2012; or (b) Upon the date when the delegator or delegatee leaves his or her position; or (c) When revoked by the delegator.

Delegatee is to retain a copy of this document for their records.

For reference purposes, see <http://compliance.uswc.uswest.com/policies/107.pdf>



By: Richard Fernandez
Director of Offer Management

Date: 2/29/12

