


Bld #5784 I/T Nortel Hardware / Software Bld Sheet		Qwest 				
QTY	Description	MFR & Product #	Unit Price	Extended Price	Lead Time	%Discount Off List
1	OTM 1.X UPG TO 2.0 -Premium Pkg	NTTL25BD	\$ 212.75	\$ 212.75	21 days	✓
1	Upgrade Express OTM Enhanced	MPRO4090	\$ (212.75)	\$ (212.75)		✓
Total OTM Cost				\$ -		
1	12050 SOFT PHONE CLIENT PKG.	NTDW83AA	\$ 26.83	\$ 26.83	21 days	✓
1	USB AUDIO KIT, FOR USE WITH THE	NTEX14AA	\$ 185.00	\$ 185.00	21 days	✓
Subtotal				\$ 211.83		
Upgrade ISM for IP Phones						
1	SOFTWARE SERV TRANS FEE	599SL1-1	\$ 812.50	\$ 812.50	14 days	✓
50	IP TEL S/W PARAMETER LARGE SYST	NTZC82AA	\$ 62.90	\$ 3,145.00		
Subtotal				\$ 3,957.50		
Nortel Corporate Directory Package 381				\$ -		
1	VIRTUAL OFFICE / CORPORATE DIR	NTS102AB	\$ 189.63	\$ 189.63		✓
1	SOFTWARE SERV TRANS FEE	599SL1-1	\$ 812.60	\$ 812.60		✓
Subtotal				\$ 1,002.13	14 days	
Nortel Nt-2 Name Display Package 385				\$ -		
10	Because city owns ISDN NETWORKING on city PBX - R25.40 AND LATER software change Gives 385 update	SW0051C	\$ -	\$ -		✓
1	SOFTWARE SERV TRANS FEE	599SL1-1	\$ 812.50	\$ 812.50		✓
Subtotal				\$ 812.50	14 days	
1	Nortel Release 25.4B System Software SOFTWARE SERV TRANS FEE	599SL1-1	\$ 812.50	\$ 812.50	14 days	✓
1	SOFTWARE SERV TRANS FEE	599SL1-1	\$ 812.50	\$ 812.50	14 days	✓
1	Installations for 25.40B Software . Installation will take place on a weekday before 7:00 am our clock			\$ 1,093.00	14 days	
Extended Total				\$ 5,451.95		
Qwest discount if all items are purchase from qwest				\$ (674.90)		
Extended Total after discount				\$ 4,777.05		
The City of Fort Collins reserves the right to award this by Line Item or by Total Bid. City of Fort Collins information Technology Department will be the final judge as to whether or not items meet the stated specification. Please confirm that you are bidding on the required manufacturer and Model Number.						

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211.83

3,145.00

189.63

φ

812.50

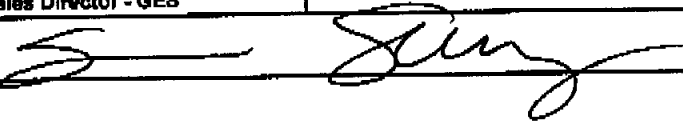
1,093.00

(674.90)

\$ 4,777.05

Qwest is responding for this service at the price stated above, with the terms and conditions outlined in the attached Qwest CPE Agreement.



<b>Firm Name : Qwest Communications</b>  c/o Ted Thonus	<b>Phone 303-391-8563</b>	<b>Fax: 303-865-4208</b>
<b>Address: 1801 California St. Room 1900</b>  Denver , Colorado 80202-2020		
<b>Bidder's Name: Sharon Sevy</b> Regional Sales Director - GES	<b>Date Tuesday, April 08, 2003</b>	
<b>Signature :</b> 		

## QWEST CPE AGREEMENT

This Agreement is made as of April 7th, 2003 ("Effective Date") by and between Qwest Interprise America, Inc. ("Qwest") and City of Fort Collins ("Customer"). Capitalized terms used herein are defined herein.

### 1. Products and Services General Terms and Conditions.

**1.1 Agreement and Purchase Orders.** This Agreement sets forth the terms and conditions under which customer premises equipment ("CPE") and/or software license offerings (collectively, "Products") and CPE maintenance and installation services ("Services"), provided by Qwest and/or through its applicable affiliates, subcontractors, and vendors may be purchased by Customer. All terms and conditions of this Agreement and any Purchase Orders shall prevail over any conditions in any Customer purchase orders, payments, or other forms. "Purchase Order" means Product and Service order request forms issued by Qwest, as amended from time to time, pursuant to which Qwest shall provide and Customer shall purchase the applicable Products and Services. Other than in this Section 1.1, Purchase Order also refers to Customer purchase order. Customer may use a purchase order different than a Purchase Order for Customer's administrative convenience only. In such event, the preprinted terms contained in such Customer purchase order shall not amend, modify or supplement this Agreement in any way whatsoever, notwithstanding any provisions in the Customer purchase order to the contrary. When using a Customer purchase order, Customer agrees to provide Qwest with all information requested in a Purchase Order. The parties agree that no Customer purchase order shall be deemed to be an offer until this Agreement is terminated expressly in writing, however, in the event that a Customer purchase order is deemed to be an offer, Qwest's acknowledgement or performance of the order is conditioned upon Customer's acceptance of this Agreement. Purchase Orders are attached hereto.

**1.2 Security Interest.** Until Customer pays Qwest in full for any Products, Customer grants to Qwest a continuing security interest in such Products, including additions, replacements and proceeds ("Collateral"), and authorizes Qwest to file a financing statement with or without Customer's signature. Customer's exact legal name and organizational identification number are as set forth on the signature page hereof. Customer shall not transfer the Collateral or change its name or organizational status except upon at least thirty (30) days prior written notice to Qwest.

**1.3 Lease Option.** Customer may elect on a Purchase Order to pay on cash terms or through a lease arrangement, under a separate agreement. If Customer elects the "lease" option, Customer agrees to lease and pay for the Product pursuant to a separate lease agreement with Qwest Technology Finance ("Lease"). Subject to this Section, Qwest shall provide the Product to Customer and receive payment for the Product from Qwest Technology Finance. As a condition precedent to Qwest's obligation to provide any Product hereunder, Customer will (a) obtain Qwest Technology Finance credit approval; (b) fully execute the applicable Lease; and (c) provide Qwest with a copy of such Lease.

**1.4 Delivery.** Qwest will make reasonable efforts to provide the Product and, when applicable, the labor necessary to complete Qwest's obligations by the specified In-Service Date or delivery date, whichever is applicable. "In-Service Date" means the date on which Qwest has materially performed its obligations with respect to a particular Purchase Order or Customer receives the use of the Product.

**1.5 Acceptance.** Customer shall notify Qwest in writing of any portion of a Product which is unacceptable. Failure to notify Qwest within ten (10) days of the In-Service Date or actual delivery date, whichever is applicable, shall constitute final acceptance. Any Product installed by Qwest is considered acceptable if it is installed and operates materially in accordance with the manufacturer's specifications. Qwest shall have the right to correct any portion of the Product which has been rejected. Any portion which is not rejected and which is functionally divisible may be invoiced separately. Moves and changes are considered accepted when the described work is materially completed. Product returns shall only be made in accordance with Qwest's Return Material Authorization ("RMA") Policy which is attached hereto (the latest version of which is posted at <http://qwest.com/legal/cpe.html>). Customer acknowledges and agrees that it has obtained, reviewed, understands, and will be subject to, such RMA Policy and that it shall be considered part of this Agreement.

**1.6 Software.** Software will be licensed or sublicensed to Customer according to the licensing agreement accompanying such software, which may include a "shrinkwrap" or "clickwrap" license. If the software is not accompanied by a license, Qwest grants a personal, nonexclusive, limited sublicense to Customer to use copies of the software in object code form only. The license is effective upon delivery for drop-ships or upon installation, and extends only to Customer's own use of such software and only on or with the designated Product. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor.

**1.7 Trade-in.** If Customer trades in any equipment through Qwest pursuant to any CPE provider terms and conditions, Customer shall indemnify and hold Qwest harmless from any liabilities, including any charges imposed on Qwest, arising from Customer's failure to comply with such terms and conditions.

**2. Term.** This Agreement shall commence on the Effective Date, and continue until terminated expressly by a party in accordance with Section 3. Termination shall not effect obligations under Purchase Orders accepted prior to the effective date of termination, and this Agreement shall remain in effect as to such obligations in the event it would otherwise have terminated.

### 3. Termination.

**3.1 General.** Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at its convenience upon thirty (30) days prior written notice to the other. Qwest may (a) immediately suspend all or any part of the Products or Services, and/or (b) terminate this Agreement and/or any Purchase Order: (i) for Cause; or (ii) upon written notice, if Customer becomes or is declared insolvent or bankrupt or is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it. Customer may terminate a Purchase Order for Cause. "Cause" means the failure of the other party to perform a material obligation under this Agreement which failure is not remedied, if curable: (a) in the event of a payment default by Customer, upon five (5) calendar days written notice, or (b) in the event of any other general default, upon thirty (30) calendar days written notice (unless a shorter notice period is expressly set forth in this Agreement, in which case the shorter notice period

shall apply). If Customer or Qwest terminates this Agreement or any Purchase Order, then Customer shall remain liable for charges accrued but unpaid as of the termination date.

**3.2 Termination Charges – CPE Maintenance Services.** If, prior to the conclusion of their term, any Purchase Orders accepted hereunder by Qwest are terminated either: (a) by Customer for any reason other than Cause, or (b) by Qwest pursuant to Section 3.1(a) or (b), Customer shall pay all accrued and unpaid charges for Service provided through the effective date of such termination plus Termination Charges. Termination Charges shall be waived if Customer and Qwest have agreed to a new Purchase Order and/or agreement with a value equal to, or greater than, the balance of the terminated Purchase Order and specifically designed to offset the terminated Purchase Order. Termination Charges are calculated as follows:

((Monthly Rate for Service(s) Terminated) x (35%) x (Months remaining in the term)) + All Unpaid Charges

### 4. Payment.

**4.1 Pricing and Payment.** The charges associated with a Product or Service shall be set forth in a Purchase Order accepted by Qwest. Charges shall be due and payable upon Customer's receipt of the invoice. Any amount not paid within thirty (30) calendar days of the invoice date ("Due Date") shall be considered past due and subject to interest at the lesser of: (a) the rate of one and one-half percent (1½%) per month; or (b) the highest rate permitted by applicable law. In addition to such rates and charges, Customer shall be responsible for all Taxes assessed in connection with the Products and Services. "Taxes" means any and all applicable foreign, federal, state and local taxes, including, all use, sales, value-added, surcharges, excise, franchise, commercial, gross receipts, license, privilege or other similar taxes, levies, surcharges, duties, fees, or other tax-related surcharges, whether charged to or against Qwest or Customer, with respect to the Products or Services, but excluding any taxes based on Qwest's net income. The provision of Products and Services is further conditioned upon Customer's creditworthiness and payment history. Qwest may modify payment terms or require other reasonable assurance of payment (e.g., a deposit or other acceptable form of security) if it reasonably deems itself insecure with respect to Customer's ability to pay.

**4.2 Title and Invoicing.** Ownership and all risk of loss, except for damage caused by Qwest, its agents or subcontractors, of Products will transfer to Customer upon their delivery to Customer. Qwest will invoice Customer for such Products upon delivery confirmation. Qwest will invoice Customer for any installation charges upon completion of such installation.

**4.3 Expedites, Changes, Returns, and Progress Billing.** All expedites, changes, and/or returns (in whole or in part) must be in writing, and are subject to Customer's payment of any additional charges set forth in Qwest's Customer-Initiated Change Charge ("CICC") Policy which is attached hereto (the latest version of which is posted at <http://qwest.com/legal/cpe.html>). Customer acknowledges and agrees that it has obtained, reviewed, understands, and will be subject to, such CICC Policy and that it shall be considered part of this Agreement. Qwest reserves the right to institute payment terms appropriate for individual Purchase Orders upon prior notification, including: (a) orders exceeding \$500,000; (b) orders exceeding one hundred twenty (120) days calculated from the order acceptance date to the In-Service Date; and (c) for portions of orders completed and not rejected that are functionally and/or geographically divisible.

**4.4 Payment for Services.** The maintenance charges set forth in the Purchase Order for Data, or Voice and/or Video CPE Maintenance Services shall be billed and payable on an annual basis. The first annual payment shall be due and payable upon Customer's receipt of the invoice. Subsequent payments are due in full at the beginning of each subsequent year throughout the term of the Purchase Order. Any amount not paid by the Due Date shall be considered past due and subject to interest as stated in Section 4.1. Qwest may cease providing Services if payment is not made as specified herein.

**4.5 Miscellaneous.** Customer shall not be eligible for any discounts or promotional offers other than those specifically set forth in a fully-executed Purchase Order or promotion term sheet.

### 5. Installation/Labor Conditions and Safety Compliance.

**5.1 General.** Customer's purchase of Installation, maintenance or other labor hereunder, is subject to, and controlled by, Qwest's Installation/Labor, Safety Compliance, and CPE Maintenance Service Terms and Conditions ("T&Cs") which is attached hereto (the latest version of which is posted at <http://qwest.com/legal/cpe.html>). Customer acknowledges and agrees that it has obtained, reviewed, understands, and will be subject to, such T&Cs if it orders Services, and that upon such an order, the T&Cs shall be considered part of this Agreement. Customer is responsible for informing Qwest of the existence, location and condition of any Hazardous Substances that may be in or around the Qwest work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**5.2 Indemnification.** CUSTOMER SHALL INDEMNIFY AND HOLD QWEST HARMLESS FROM ANY FINES OR OTHER LIABILITY OF QWEST ARISING FROM CUSTOMER'S FAILURE TO INFORM QWEST OF HAZARDOUS SUBSTANCES.

**6. Fraudulent Use.** Qwest may provide information relative to equipment operation and features, and recommendations for protecting the equipment against loll fraud and unauthorized access, however, Customer is solely responsible for the security of its own equipment and services. Qwest and its affiliates and subcontractors are not responsible for damages relating to unauthorized charges, unauthorized access, or other misuse of Customer's equipment or services.

### 7. Warranties.

**7.1 Product Warranties.** Customer acknowledges that unless expressly stated herein, Qwest: (a) is not a manufacturer of any Product; (b) is not a party to any agreement between Customer and a CPE provider for services provided directly by the CPE provider to Customer (e.g., maintenance and extended warranty services); and (c) shall not be bound by or liable for any representation, warranty, or promise made by a CPE provider. Qwest disclaims any liability for loss, damage, or injury to any party as a result of any

defects, latent or otherwise, in any Product. Qwest shall pass-through and assign to Customer all applicable warranties provided by the manufacturer or CPE provider of the applicable Product to the extent that such manufacturer or CPE provider permits such pass-through and assignment. Any costs of such assignment shall be borne by Customer. Accordingly, all Products purchased from Qwest, including any Product which is a part of a system previously purchased from and installed by Qwest which is still under warranty, are subject to the terms and conditions set forth in the manufacturer's or CPE provider's warranty, end-user license or agreement applicable to such Product, with no warranty of any kind from Qwest. Implementation of any Product warranty is solely the responsibility of Customer and any Qwest support of such warranty will be provided at the discretion of Qwest.

7.2 Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE PRODUCTS AND SERVICES PROVIDED BY QWEST HEREUNDER ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, OR ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. Qwest is not responsible for any Product defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Event (defined in Section 13), improper storage or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

8. Limitation of Liability. EXCEPT FOR CUSTOMER'S PAYMENT AND INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES OR CONTRACTORS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA, OR COSTS OF COVER ARISING FROM OR RELATED TO THE PRODUCTS OR SERVICES OR EITHER PARTY'S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. QWEST'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL IN NO EVENT EXCEED CUSTOMER'S PROVEN DIRECT DAMAGES, NOT TO EXCEED (A) FOR CLAIMS ARISING OUT OF CPE MAINTENANCE SERVICE, ONE MONTH'S CPE MAINTENANCE SERVICE CHARGE FOR THE AFFECTED COMPONENT, OR (B) FOR ANY OTHER CLAIMS, TEN PERCENT (10%) OF THE PRODUCTS/MATERIALS CHARGE SET FORTH IN THE PURCHASE ORDER RELATING TO THE AFFECTED PRODUCT.

9. Confidentiality. Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term and for one (1) year following the expiration or termination hereof. Such consent by Qwest may be given only by Qwest's Corporate Legal Department and any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect. "Confidential Information" means written or electronic information that is either: (a) marked as confidential and/or proprietary, or which is accompanied by written notice that such information is confidential/proprietary, or (b) not marked or accompanied by notice that it is confidential/proprietary, but which, if disclosed to any third party, could reasonably and foreseeably cause competitive harm to the owner of such information. Confidential Information shall not include information which, as demonstrated by the receiving party: (a) is in the public domain or otherwise ceases to be secret or confidential through no breach of this Agreement by the receiving party; (b) is already known or is developed independently by the receiving party independent of any disclosure by the disclosing party; or (c) is revealed to recipient by a third party who does not thereby breach any obligation of confidentiality and who discloses such information in good faith. For purposes of this Section, Confidential Information shall include, but not be limited to, the terms (including pricing) and existence of this Agreement; provided, however, that either party may disclose the existence of this Agreement (but none of its terms) as may be reasonably necessary for such party to conduct its business. Each party will take reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure.

10. Publicity. Neither party shall, without the prior written consent of the other party: (a) issue any press release or other public announcement regarding this Agreement or any relation between Customer and Qwest; or (b) use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates. Such consent by Qwest may be given in the case of subparagraph (a) only by Qwest's Corporate Communications department in the case of subparagraph (b) only by Qwest's Chief Marketing Officer or his designee. Any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect.

11. Notices. Except as otherwise provided herein, all required notices shall be, in writing, transmitted to the parties' addresses specified below, or such other addresses as may be specified by written notice, and will be considered given either: (a) when delivered in person to the recipient named on the signature page; (b) when deposited in either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (c) when delivered to an overnight courier service. All written notices required under this Agreement shall be sent to the following:

To Customer: City of Fort Collins  
215 North Mason Street  
Fort Collins, CO  
80522-0580

To Qwest:

Qwest Interprise America, Inc.  
1901 California Street, Suite 3800  
Denver, Colorado 80202  
Facsimile #: (303) 295-8973  
Attention: Legal Department

12. Dispute Resolution. Any dispute arising out of, or relating to, this Agreement which cannot be resolved by the parties will be settled by arbitration, which will be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. Either party may initiate arbitration by providing to JAMS written demand for arbitration (with a copy to the other party), a copy of this Agreement and the administrative fee required by JAMS. The written demand for arbitration shall be sufficiently detailed to permit the other party to understand the claim(s) and identify witnesses and relevant documents. Except for the administrative fees required to commence the arbitration or file any counterclaims, the costs of the arbitration, including arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall follow the plain meaning of the Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including nonpayment of an arbitration award) and a party is required to resort to court proceedings to enforce such compliance, then the noncomplying party shall reimburse all of the costs and expenses incurred by the party requesting such enforcement (including reasonable attorneys fees). Nothing in this Section 12 shall prohibit either party from seeking injunctive relief in any applicable state or federal court.

13. Force Majeure. Neither party will be liable for any delay or failure to perform its obligations (other than a failure to comply with payment obligations) hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure, e.g., rolling blackouts, electrical surges or current fluctuations; lightning; suppliers' failures; acts or omissions of telecommunications common carriers (whether or not affiliated with Qwest); material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or act of terrorism ("Force Majeure Event").

14. Miscellaneous. Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld or delayed. The terms, representations, warranties and agreements of the parties set forth in this Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any person or entity that is not a party to this Agreement, including, End Users. "End User(s)" mean Customer's end-users or customers or any other third parties who utilize or access the Products or Services. If any provision of this Agreement is held to be unenforceable, the unenforceable provision shall be construed as nearly as possible to reflect the original intent of the parties and the remaining provisions shall remain in full force and effect. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive. The terms of this Agreement and any riders shall prevail notwithstanding any conflicting terms of any Purchase Order or other form for purchase or payment submitted by Customer to Qwest. This Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. The purchase of certain Products or Services may require the execution of one or more riders or other documents, which shall supplement the terms and conditions pursuant to which Qwest shall provide, and Customer shall purchase, the applicable Products and Services. This Agreement, including the signature page and any exhibits, addenda, or riders hereto, and any Purchase Orders accepted hereunder constitute one and the same legally binding instrument and the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior offers, contracts, agreements, representations and understandings made to or with Customer by Qwest, whether oral or written, relating to the subject matter hereof. All amendments to this Agreement shall be in writing and signed by authorized representatives of the parties. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Qwest may assume that any employee of Customer who gives any written notice, Purchase Order, or other instruction in connection with this Agreement has the authority to do so.

The parties hereby execute and authorize this Agreement as of the Effective Date.

CUSTOMER: City of Fort Collins

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Customer's Organizational Identification No.: \_\_\_\_\_

QWEST INTERPRISE AMERICA, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Qwest

1801 California St., 19<sup>th</sup> Floor  
Denver, CO 80202  
303-391-8563 (fax) 303-965-4208

## facsimile transmittal

<b>To:</b> City of Fort Collins/Purchasing	<b>Fax:</b> 970-416-2033
<b>From:</b> Ted Thonus 303-391-8563	<b>Date:</b> 4/7/2003
<b>Re:</b> Bid # 5784, I/T Nortel Hardware/Software	<b>Pages:</b> 5 (INCLUDING COVER SHEET)
<b>CC:</b>	
<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

**Notes:**

Included is our response to Bid #5784, and a CPE Agreement that we would need signed provided the City decided to go with Qwest on the bid items, in addition to a purchase order.

Thank you for the opportunity to win your business on this,

Sincerely,

Ted Thonus – National Account Manager assigned to The City of Fort Collins