

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 5, 2009

CHANGE NOTICE NO. 34
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the vendor contact for Verizon has CHANGED. The new contact is:
Robert Weldon
Robert.weldon@verizonbusiness.com
(248) 728 – 5416

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 4, 2009

CHANGE NOTICE NO. 33
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

- 1. This CCN removes the 43100 Dequindre location from consideration in the OptiMAN bundle and replaces that site with the 125 E. Union Flint State Office building, retaining the OptiMAN bundled pricing (See attached Details).**
- 2. Additional request for SNET Services at 3044 West Grand Blvd., Detroit, MI (See attached Details).**

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the “Amendment”), is between SBC Global Services, Inc. d/b/a AT&T Global Services (“AT&T”) and State of Michigan Department of Management and Budget (“Customer”).

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003, as from time to time amended (the “Agreement”); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated location set forth herein. OPT-E-MAN® Service at the 43100 Dequindre location (AT&T Contract No. 20080917-0249) will be disconnected without incurring termination penalties.
2. AT&T represents and Customer understands that OPT-E-MAN® Service is available under a term commitment (“Term”) and in the event Customer elects to terminate the Service prior to completion of the Term for reasons other than cause, Customer shall be liable for early termination charges as set forth in the Agreement.
3. Term. The Term for the OPT-E-MAN® Service is thirty-six (36) months, commencing upon installation of the Service.
4. Contingency. The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute an contractual agreement with AT&T or its affiliates for the services shown below, with Monthly Revenue Commitments and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Amendment, the standard Tariff, Guidebook, Catalog or price list rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Amendment. Local Exchange Carrier (“LEC”) is defined as Michigan Bell Telephone Company, dba AT&T Michigan.

Affiliate	Product Offering	Monthly Revenue Commitment	Term (Months)
LEC	OPT-E-MAN® Service	\$4,000.00	36

5. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) for OPT-E-MAN® Service constitutes ten percent (10%) or less of the traffic on the Service.
6. The Customer location for new OPT-E-MAN® Service is as follows:
 - 125 E. Union, Flint, Michigan, CIR – 50 Mbps, SWC - FLNTMIMN
7. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)		
				MRC	NRC	
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Opt-E-MAN	Repeater / VU4	1	\$ 255.00	\$0.00	\$ 255.00	\$0.00
Total					\$ 1,355.00	\$0.00

8. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
9. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

**AMENDMENT TO AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to the Amendment to Master Services Contract – 071B3001358 (“Amendment”), is between SBC Global Services, Inc. d/b/a AT&T Global Services (“AT&T”) and State of Michigan Department of Management and Budget (“Customer”).

W I T N E S S E T H

WHEREAS, AT&T and Customer entered into the Amendment to Master Services Contract – 071B3001358 (AT&T Contract No. 20061101-0604) dated on or about November 1, 2006, as from time to time amended (“Agreement”); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

4. Customer requests and AT&T agrees to amend the existing contract environment to provide for the following additions to Customer’s existing SONET Service: two (2) DS3 Ports and Central Office Multiplexing.
5. Term. The Term for additions to the SONET Service herein shall be coterminous with Customer’s current forty-one (41) month term Agreement, commencing upon installation of the Service.
3. The Customer location for additional SONET Service is as follows:
 - 3044 West Grand Blvd., Detroit, Michigan, CLLI: DTRTMABH08, SWC: DTRTMIMD
4. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon installation of the Service:

Rates for Coterminous Amendment		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description	Q New	MRC	NRC (new or growth only)		
				MRC	NRC	
SONET	OC3 / PORT - DS3 AT NODE / SPRBX	2	\$ 81.27	\$0.00	\$ 162.54	\$0.00
DS3	Central Office Multiplexing - Zone 2 / QM3X2	1	\$ 381.15	\$0.00	\$ 381.15	\$0.00
Total					\$ 543.69	\$0.00

5. Customer is responsible for providing AT&T access to Customer’s premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer’s premises, and obtaining any necessary licenses, permits and consents to do so.
6. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 4, 2008

CHANGE NOTICE NO. 32
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Please see attached new rates and products for Alcatel. Services are provided through AT&T Global Services and Verizon North Inc.

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Description	Part Number	AT&T Prices
MDR-8000 Radio Equipment		
MDR-8706-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8706-4-15-NS	\$10,096
MDR-8706-4-23-NS, 4xDS1 +23 dBm, Non Standby	MDR-8706-4-23-NS	\$11,734
MDR-8706-4-29-NS, 4xDS1 +29 dBm, Non Standby	MDR-8706-4-29-NS	\$12,062
MDR-8706-4-31-NS, 4xDS1 +31 dBm, Non Standby	MDR-8706-4-31-NS	\$13,636
MDR-8706-4-33-NS, 4xDS1 +33 dBm, Non Standby	MDR-8706-4-33-NS	\$15,602
MDR-8706-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8706-8-15-NS	\$11,997
MDR-8706-8-23-NS, 8xDS1 +23 dBm, Non Standby	MDR-8706-8-23-NS	\$13,636
MDR-8706-8-29-NS, 8xDS1 +29 dBm, Non Standby	MDR-8706-8-29-NS	\$13,963
MDR-8706-8-31-NS, 8xDS1 +31 dBm, Non Standby	MDR-8706-8-31-NS	\$15,537
MDR-8706-8-33-NS, 8xDS1 +33 dBm, Non Standby	MDR-8706-8-33-NS	\$17,503
MDR-8706-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8706-16-15-NS	\$13,140
MDR-8706-16-23-NS, 16xDS1 +23 dBm, Non Standby	MDR-8706-16-23-NS	\$14,640
MDR-8706-16-29-NS, 16xDS1 +29 dBm, Non Standby	MDR-8706-16-29-NS	\$14,940
MDR-8706-16-31-NS, 16xDS1 +31 dBm, Non Standby	MDR-8706-16-31-NS	\$16,380
MDR-8706-16-33-NS, 16xDS1 +33 dBm, Non Standby	MDR-8706-16-33-NS	\$18,180
MDR-8706-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8706-4-15-HS	\$18,323
MDR-8706-4-23-HS, 4xDS1 +23 dBm, Hot Standby	MDR-8706-4-23-HS	\$21,601
MDR-8706-4-29-HS, 4xDS1 +29 dBm, Hot Standby	MDR-8706-4-29-HS	\$22,257
MDR-8706-4-31-HS, 4xDS1 +31 dBm, Hot Standby	MDR-8706-4-31-HS	\$25,141
MDR-8706-4-33-HS, 4xDS1 +33 dBm, Hot Standby	MDR-8706-4-33-HS	\$29,074
MDR-8706-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8706-8-15-HS	\$22,126
MDR-8706-8-23-HS, 8xDS1 +23 dBm, Hot Standby	MDR-8706-8-23-HS	\$25,403
MDR-8706-8-29-HS, 8xDS1 +29 dBm, Hot Standby	MDR-8706-8-29-HS	\$26,059
MDR-8706-8-31-HS, 8xDS1 +31 dBm, Hot Standby	MDR-8706-8-31-HS	\$28,943
MDR-8706-8-33-HS, 8xDS1 +33 dBm, Hot Standby	MDR-8706-8-33-HS	\$32,877
MDR-8706-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8706-16-15-HS	\$24,570
MDR-8706-16-23-HS, 16xDS1 +23 dBm, Hot Standby	MDR-8706-16-23-HS	\$27,570
MDR-8706-16-29-HS, 16xDS1 +29 dBm, Hot Standby	MDR-8706-16-29-HS	\$28,170
MDR-8706-16-31-HS, 16xDS1 +31 dBm, Hot Standby	MDR-8706-16-31-HS	\$30,810
MDR-8706-16-33-HS, 16xDS1 +33 dBm, Hot Standby	MDR-8706-16-33-HS	\$34,410
MDR-8000 Radio Options		
Rack Assembly, 7 ft x 19in	694-9000-006	\$396
Fuse Panel	3EM13317AA	\$399
Power Cables, PDU, 5',5"	695-7845-009	\$79
Power Cables, PDU, 8'	695-7845-005	\$79
Orderwire Handset w/DTMF	3EM11996AA	\$88
Ext Alarm Relay Interface	3DH03219AA	\$439
TMN Interface Card	3EM13462AB	\$1,114
TMN Software on CD	3EM14629AHAA	\$79
ELMC Key, Remote Provisioning	695-5647-018	\$527
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA	\$351
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB	\$417
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC	\$351
Laptop Shelf without Fans	3EM19148AD	\$263
Cable, User Interface, 6'	695-7848-002	\$44
Cable, User Interface, 15'	695-7848-003	\$66
Test Lead Kit	695-0675-003	\$263
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002	\$97
MDR-8000 Radio Equipment		
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS	\$25,596
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS	\$28,484
MDR-8606-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8606-135-29-HS	\$29,062
MDR-8606-135-31-HS, 135Mb/s, +31dBm TX, Hot-Strandby	MDR-8606-135-31-HS	\$31,604
MDR-8606-135-33-HS, 135Mb/s, +33dBm TX, Hot-Strandby	MDR-8606-135-33-HS	\$35,071

MDR-8706s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8706s-155-15-HS	\$27,156
MDR-8706s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8706s-155-23-HS	\$30,044
MDR-8706s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8706s-155-29-HS	\$30,622
MDR-8706s-155-31-HS, 155Mb/s, +31dBm TX, Hot-Strandby	MDR-8706s-155-31-HS	\$33,164
MDR-8706s-155-33-HS, 155Mb/s, +33dBm TX, Hot-Strandby	MDR-8706s-155-33-HS	\$36,631
Description	Part Number	
MDR-8706E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8706E-150-15-HS	\$24,440
MDR-8706E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8706E-150-23-HS	\$27,329
MDR-8706E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8706E-150-29-HS	\$27,907
MDR-8706E-150-31-HS, 150Mb/s, +31dBm TX, Hot-Strandby	MDR-8706E-150-31-HS	\$30,449
MDR-8706E-150-33-HS, 150Mb/s, +33dBm TX, Hot-Strandby	MDR-8706E-150-33-HS	\$33,684
MDR-8000 Radio Options		
Rack Assembly, 7 ft x 19in	694-9000-006	\$396
Fuse Panel	3EM13317AA	\$399
Power Cables, PDU, 5',5"	695-7845-009	\$79
Power Cables, PDU, 8'	695-7845-005	\$79
Orderwire Handset w/DTMF	3EM11996AA	\$88
Ext Alarm Relay Interface	3DH03219AA	\$439
TMN Interface Card	3EM13462AB	\$1,114
TMN Software on CD	3EM14629AHAA	\$79
ELMC Key, Remote Provisioning	695-5647-018	\$527
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020	\$1,843
Wayside DS1 Cable, 50ft	695-4125-061	\$162
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC	\$351
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB	\$483
Laptop Shelf Assembly	3EM19148AD	\$263
Optical Fiber Management Panel	3EM09257AA	\$132
Splitter, 2x4 Configuration	1AB123320023	\$1,053
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK	\$176
Cable, User Interface, 6'	695-7848-002	\$44
Test Lead Kit	695-0675-003	\$263
Cable, Alarm and Control Interface, 100ft	695-4121-003	\$158
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001	\$97
Wire Wrap Adapter, Ext Alarms	695-4171-002	\$36
Wire Wrap Adapter, Audio	3DH04178AB	\$31
CMR-137 - CPR-159 Adapter, Single	3DH04122HA	\$220
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA	\$1,317
MDR-8000 Radio Spares		
I/O Interface, DS3	3DH03169AR	\$1,756
Controller	3DH03155AB	\$1,317
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,317
Relay Interface	3DH03219AA	\$439
TMN Interface Card	3EM13462AB	\$1,114
Crystals, (Frequency Sensitive)	TBD	\$66
Oscillator Board (Frequency Sensitive)	TBD	\$132
Transmit Module	3DH03236AF	\$2,546
Receive Module	3DH03239AM	\$2,766
Power Amplifier +23	3DH03218AA	\$2,194
Power Amplifier +29	3DH03218AC	\$2,633
Power Amplifier +31	3DH03218AE	\$4,389
Power Amplifier +33	3DH03218AG	\$7,022
MDR-8000 Radio Equipment		
MDR-8611-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8611-135-15-HS	\$25,682
MDR-8611-135-23-HS, 135Mb/s, +23dBm TX, Hot-Strandby	MDR-8611-135-23-HS	\$28,976
MDR-8611-135-27-HS, 135Mb/s, +27dBm TX, Hot-Strandby	MDR-8611-135-27-HS	\$31,113
MDR-8611-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8611-135-29-HS	\$33,424
MDR-8711s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8711s-155-15-HS	\$27,242
MDR-8711s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8711s-155-23-HS	\$30,536
MDR-8711s-155-27-HS, 155Mb/s, +27dBm TX, Hot-Strandby	MDR-8711s-155-27-HS	\$32,673
MDR-8711s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8711s-155-29-HS	\$34,984
MDR-8711E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8711E-150-15-HS	\$24,518

MDR-8711E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8711E-150-23-HS	\$27,811
MDR-8711E-150-27-HS, 150Mb/s, +27dBm TX, Hot-Strandby	MDR-8711E-150-27-HS	\$29,949
MDR-8711E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8711E-150-29-HS	\$32,260
MDR-8000 Radio Options		
Rack Assembly, 7 ft x 19in	694-9000-006	\$376
Fuse Panel	3EM13317AA	\$379
Power Cables, PDU, 5',5"	695-7845-009	\$76
Power Cables, PDU, 8'	695-7845-005	\$76
Orderwire Handset w/DTMF	3EM11996AA	\$83
Ext Alarm Relay Interface	3DH03219AA	\$417
TMN Interface Card	3EM13462AB	\$1,059
TMN Software on CD	3EM14629AHAA	\$76
ELMC Key, Remote Provisioning	695-5647-018	\$500
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020	\$1,750
Wayside DS1 Cable, 50ft	695-4125-061	\$154
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC	\$333
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB	\$459
Laptop Shelf Assembly	3EM19148AD	\$250
Optical Fiber Management Panel	3EM09257AA	\$126
Splitter, 2x4 Configuration	1AB123320023	\$1,000
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK	\$167
Cable, User Interface, 6'	695-7848-002	\$42
Test Lead Kit	695-0675-003	\$250
Cable, Alarm and Control Interface, 100ft	695-4121-003	\$150
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001	\$92
Wire Wrap Adapter, Ext Alarms	695-4171-002	\$33
Wire Wrap Adapter, Audio	3DH04178AB	\$29
CMR-137 - CPR-159 Adapter, Single	3DH04122HA	\$209
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA	\$1,250
MDR-8000 Radio Spares		
I/O Interface, DS3	3DH03169AR	\$1,667
Controller	3DH03155AB	\$1,250
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,250
Relay Interface	3DH03219AA	\$417
TMN Interface Card	3EM13462AB	\$1,059
Crystals, (Frequency Sensitive)	TBD	\$62
Oscillator Board (Frequency Sensitive)	TBD	\$126
Transmit Module	3DH03236AF	\$2,417
Receive Module	3DH03239AM	\$2,626
Power Amplifier +23	3DH03218AA	\$2,083
Power Amplifier +29	3DH03218AC	\$2,500
Power Amplifier +31	3DH03218AE	\$4,167
Power Amplifier +33	3DH03218AG	\$6,667
DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003	\$110
Wire Wrap Adapter, Ex Alarms	695-4171-002	\$36
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB	\$31
Waveguide Adapter, CMR-137 to CPR-137	3DH04122HA	\$220
Waveguide Kit, Position A2	967-1665-002	\$351
MDR 8000 Radio Spares		
I/O Interface, DS1	3DH03131AA	\$1,317
Controller	3DH03155AB	\$1,317
Relay Interface	3DH03219AA	\$439
TMN Interface Card	3EM13462AA	\$1,114
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,317
Crystals, (Frequency Sensitive)	TBD	\$66
Oscillator Board (Frequency Sensitive)	TBD	\$132
Transmit Module	3DH03236AF	\$2,466
Receive Module	3DH03239AM	\$2,766
Power Amplifier +23	3DH03218AA	\$2,194
Power Amplifier +29	3DH03218AC	\$2,633
Power Amplifier +31	3DH03218AE	\$4,389
Power Amplifier +33	3DH03218AG	\$7,022
MDR-8000 Radio Equipment		
MDR-8711-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8711-4-15-NS	\$9,932

MDR-8711-4-23-NS, 4xDS1 +28 dBm, Non Standby	MDR-8711-4-23-NS	\$11,800
MDR-8711-4-30-NS, 4xDS1 +30 dBm, Non Standby	MDR-8711-4-30-NS	\$13,144
MDR-8711-4-32-NS, 4xDS1 +32 dBm, Non Standby	MDR-8711-4-32-NS	\$14,456
MDR-8711-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8711-8-15-NS	\$11,833
MDR-8711-8-28-NS, 8xDS1 +28 dBm, Non Standby	MDR-8711-8-28-NS	\$13,701
MDR-8711-8-30-NS, 8xDS1 +30 dBm, Non Standby	MDR-8711-8-30-NS	\$15,046
MDR-8711-8-32-NS, 8xDS1 +32 dBm, Non Standby	MDR-8711-8-32-NS	\$16,357
MDR-8711-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8711-16-15-NS	\$12,990
MDR-8711-16-28-NS, 16xDS1 +28 dBm, Non Standby	MDR-8711-16-28-NS	\$14,700
MDR-8711-16-30-NS, 16xDS1 +30 dBm, Non Standby	MDR-8711-16-30-NS	\$15,930
MDR-8711-16-32-NS, 16xDS1 +32 dBm, Non Standby	MDR-8711-16-32-NS	\$17,130
MDR-8711-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8711-4-15-HS	\$17,996
MDR-8711-4-28-HS, 4xDS1 +28 dBm, Hot Standby	MDR-8711-4-28-HS	\$14,521
MDR-8711-4-30-HS, 4xDS1 +30 dBm, Hot Standby	MDR-8711-4-30-HS	\$24,158
MDR-8711-4-32-HS, 4xDS1 +32 dBm, Hot Standby	MDR-8711-4-32-HS	\$26,780
MDR-8711-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8711-8-15-HS	\$21,798
MDR-8711-8-28-HS, 8xDS1 +28 dBm, Hot Standby	MDR-8711-8-28-HS	\$25,534
MDR-8711-8-30-HS, 8xDS1 +30 dBm, Hot Standby	MDR-8711-8-30-HS	\$27,960
MDR-8711-8-32-HS, 8xDS1 +32 dBm, Hot Standby	MDR-8711-8-32-HS	\$30,582
MDR-8711-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8711-16-15-HS	\$24,270
MDR-8711-16-28-HS, 16xDS1 +28 dBm, Hot Standby	MDR-8711-16-28-HS	\$27,690
MDR-8711-16-30-HS, 16xDS1 +30 dBm, Hot Standby	MDR-8711-16-30-HS	\$29,910
MDR-8711-16-32-HS, 16xDS1 +32 dBm, Hot Standby	MDR-8711-16-32-HS	\$32,310
MDR-8000 Radio Options		
Rack Assembly, 7 ft x 19in	694-9000-006	\$296
Fuse Panel	3EM13317AA	\$298
Power Cables, PDU, 5',5"	695-7845-009	\$59
Power Cables, PDU, 8'	695-7845-005	\$59
Orderwire Handset w/DTMF	3EM11996AA	\$66
Ext Alarm Relay Interface	3DH03219AA	\$328
TMN Interface Card	3EM13462AB	\$832
TMN Software on CD	3EM14629AHAA	\$59
ELMC Key, Remote Provisioning	695-5647-018	\$393
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA	\$262
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB	\$311
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC	\$262
Laptop Shelf without Fans	3EM19148AD	\$197
Cable, User Interface, 6'	695-7848-002	\$33
Cable, User Interface, 15'	695-7848-003	\$49
Test Lead Kit	695-0675-003	\$197
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002	\$72
DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003	\$82
Wire Wrap Adapter, Ex Alarms	695-4171-002	\$27
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB	\$23
Waveguide Adapter, CMR-137 to CPR-137	Not in system	\$164
Waveguide Kit, Position A2	967-1665-002	\$262
MDR 8000 Radio Spare		
I/O Interface, DS1	3DH03131AA	\$900
Controller	3DH03155AB	\$900
Relay Interface	3DH03219AA	\$300
TMN Interface Card	3EM13462AA	\$832
Power Supply, +/-24/48 VDC	3DH03164AB	\$900
Crystals 11 Ghz, (Frequency Sensitive)	TBA	\$46
Oscillator Board 11 Ghz, (Frequency Sensitive)	TBA	\$90
Transmitter (10000-10700 MHz)	3DH03228AG	\$1,800
Receiver (10000-10700 MHz)	3DH03231AN	\$1,950
Power Amplifier +23 dBm (10550-10700 MHz)	3DH04136AD	\$2,700

Return Repair for 622-9203-008	622-9203-008		\$625
Return Repair for 644-0082-003	644-0082-003		\$450
Return Repair for 644-0090-001	644-0090-001		\$500
Return Repair for 644-0095-001	644-0095-001		\$1,117
Return Repair for 644-0095-002	644-0095-002		\$1,117
Return Repair for 644-0100-003	644-0100-003		\$849
Return Repair for 644-0166-006	644-0166-006		\$1,000
Return Repair for 644-0166-007	644-0166-007		\$849
Return Repair for 644-0167-013	644-0167-013		\$500
Return Repair for 644-0167-014	644-0167-014		\$500
Return Repair for 644-0167-015	644-0167-015		\$500
Return Repair for 644-0167-016	644-0167-016		\$500
Return Repair for 644-0167-017	644-0167-017		\$500
Return Repair for 644-0167-018	644-0167-018		\$500
Return Repair for 644-2025-001	644-2025-001		\$475
Return Repair for 644-0278-001	644-0278-001		\$800
Return Repair for 644-0327-002	644-0327-002		\$1,117
Return Repair for 644-0327-004	644-0327-004		\$1,117
Return Repair for 644-0327-005	644-0327-005		\$849
Return Repair for 644-0327-006	644-0327-006		\$1,117
Return Repair for 695-7044-001	695-7044-001		\$125
Return Repair for 695-7045-001	695-7045-001		\$125
Return Repair for 822-0258-001	822-0258-001		\$290
Return Repair for 822-0350-001	822-0350-001		\$550
Return Repair for 822-0356-003	822-0356-003		\$713
Return Repair for 3DH03131AA	3DH03131AA		\$1,094.14
Return Repair for 3DH03144AA	3DH03144AA		\$1,094.14
Return Repair for 3DH03164AB	3DH03164AB		\$827.04
Return Repair for 3DH03169AM	3DH03169AM		\$827.04
Return Repair for 3DH03173AK	3DH03173AK		\$827.04
Return Repair for 3DH03218AC	3DH03218AC		\$1,094.14
Return Repair for 3DH03218AD	3DH03218AD		\$1,094.14
Return Repair for 3DH03218AE	3DH03218AE		\$1,094.14
Return Repair for 3DH03218AF	3DH03218AF		\$1,094.14
Return Repair for 3DH03218AG	3DH03218AG		\$1,094.14
Return Repair for 3DH03219AA	3DH03219AA		\$1,094.14
Return Repair for 3DH03239AM	3DH03239AM		\$827.04
Return Repair for 622-7852-004	622-7852-004		\$1,094.14
Return Repair for 622-8236-001	622-8236-001		\$1,094.14
Return Repair for 622-8240-002	622-8240-002		\$1,094.14
Return Repair for 622-8241-005	622-8241-005		\$1,094.14
Return Repair for 622-8858-001	622-8858-001		\$1,094.14
Return Repair for 644-0005-001	644-0005-001		\$1,094.14
Return Repair for 644-0032-001	644-0032-001		\$1,094.14
Return Repair for 644-0043-001	644-0043-001		\$1,094.14
Return Repair for 644-0090-001	644-0090-001		\$1,094.14
Return Repair for 644-0091-002	644-0091-002		\$1,094.14
Return Repair for 644-0092-002	644-0092-002		\$1,094.14
Return Repair for 644-0093-001	644-0093-001		\$1,094.14
Return Repair for 644-0094-001	644-0094-001		\$1,094.14
Return Repair for 644-0099-003	644-0099-003		\$827.04
Return Repair for 644-0166-005	644-0166-005		\$2,175.40
Return Repair for 644-0248-001	644-0248-001		\$1,094.14

Return Repair for 644-0255-011	644-0255-011		\$1,094.14
Return Repair for 690-0209-001	644-0209-001		\$827.04
Return Repair for 690-2730-002	690-2730-002		\$827.04
Return Repair for 694-4371-001	694-4371-001		\$1,094.14
Return Repair for 694-4375-001	694-4375-001		\$1,094.14
Return Repair for 822-0190-001	822-0190-001		\$1,094.14
Return Repair for 822-0355-003	822-0355-003		\$827.04

Description	Part Number	Verizon Price
MDR-8000 Radio Equipment		
MDR-8706-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8706-4-15-NS	\$10,381.14
MDR-8706-4-23-NS, 4xDS1 +23 dBm, Non Standby	MDR-8706-4-23-NS	\$12,066.39
MDR-8706-4-29-NS, 4xDS1 +29 dBm, Non Standby	MDR-8706-4-29-NS	\$12,403.44
MDR-8706-4-31-NS, 4xDS1 +31 dBm, Non Standby	MDR-8706-4-31-NS	\$14,021.28
MDR-8706-4-33-NS, 4xDS1 +33 dBm, Non Standby	MDR-8706-4-33-NS	\$16,043.58
MDR-8706-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8706-8-15-NS	\$12,336.03
MDR-8706-8-23-NS, 8xDS1 +23 dBm, Non Standby	MDR-8706-8-23-NS	\$14,021.28
MDR-8706-8-29-NS, 8xDS1 +29 dBm, Non Standby	MDR-8706-8-29-NS	\$14,358.33
MDR-8706-8-31-NS, 8xDS1 +31 dBm, Non Standby	MDR-8706-8-31-NS	\$15,976.17
MDR-8706-8-33-NS, 8xDS1 +33 dBm, Non Standby	MDR-8706-8-33-NS	\$17,998.47
MDR-8706-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8706-16-15-NS	\$13,591.14
MDR-8706-16-23-NS, 16xDS1 +23 dBm, Non Standby	MDR-8706-16-23-NS	\$15,142.64
MDR-8706-16-29-NS, 16xDS1 +29 dBm, Non Standby	MDR-8706-16-29-NS	\$15,452.94
MDR-8706-16-31-NS, 16xDS1 +31 dBm, Non Standby	MDR-8706-16-31-NS	\$16,942.38
MDR-8706-16-33-NS, 16xDS1 +33 dBm, Non Standby	MDR-8706-16-33-NS	\$18,804.18
MDR-8706-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8706-4-15-HS	\$18,841.63
MDR-8706-4-23-HS, 4xDS1 +23 dBm, Hot Standby	MDR-8706-4-23-HS	\$22,212.13
MDR-8706-4-29-HS, 4xDS1 +29 dBm, Hot Standby	MDR-8706-4-29-HS	\$22,886.23
MDR-8706-4-31-HS, 4xDS1 +31 dBm, Hot Standby	MDR-8706-4-31-HS	\$25,852.27
MDR-8706-4-33-HS, 4xDS1 +33 dBm, Hot Standby	MDR-8706-4-33-HS	\$29,896.87
MDR-8706-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8706-8-15-HS	\$22,751.41
MDR-8706-8-23-HS, 8xDS1 +23 dBm, Hot Standby	MDR-8706-8-23-HS	\$26,121.91
MDR-8706-8-29-HS, 8xDS1 +29 dBm, Hot Standby	MDR-8706-8-29-HS	\$26,796.01
MDR-8706-8-31-HS, 8xDS1 +31 dBm, Hot Standby	MDR-8706-8-31-HS	\$29,762.05
MDR-8706-8-33-HS, 8xDS1 +33 dBm, Hot Standby	MDR-8706-8-33-HS	\$33,806.65
MDR-8706-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8706-16-15-HS	\$25,413.57
MDR-8706-16-23-HS, 16xDS1 +23 dBm, Hot Standby	MDR-8706-16-23-HS	\$28,516.57
MDR-8706-16-29-HS, 16xDS1 +29 dBm, Hot Standby	MDR-8706-16-29-HS	\$29,137.17
MDR-8706-16-31-HS, 16xDS1 +31 dBm, Hot Standby	MDR-8706-16-31-HS	\$31,867.81
MDR-8706-16-33-HS, 16xDS1 +33 dBm, Hot Standby	MDR-8706-16-33-HS	\$35,591.41
MDR-8000 Radio Options		
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18
Fuse Panel	3EM13317AA	\$404.46
Power Cables, PDU, 5',5"	695-7845-009	\$80.25
Power Cables, PDU, 8'	695-7845-005	\$80.25
Orderwire Handset w/DTMF	3EM11996AA	\$88.81
Ext Alarm Relay Interface	3DH03219AA	\$444.05
TMN Interface Card	3EM13462AB	\$1,127.78
TMN Software on CD	3EM14629AHAA	\$80.25
ELMC Key, Remote Provisioning	695-5647-018	\$532.86
Fan Assy without Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AA	\$355.24
Fan Assy with Laptop Shelf (under above 2nd or 3rd position radio)	3EM19148AB	\$421.58
Fan Assy without Laptop Shelf (mount under the PDU)	3EM19148AC	\$355.24
Laptop Shelf without Fans	3EM19148AD	\$266.43
Cable, User Interface, 6'	695-7848-002	\$44.94
Cable, User Interface, 15'	695-7848-003	\$66.34
Test Lead Kit	695-0675-003	\$266.43
DS1 Cable, 30' w/Conn, (2 per radio)	695-7806-002	\$97.37
MDR-8000 Radio Equipment		
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS	\$26,544.56
MDR-8606-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8606-135-15-HS	\$29,540.56
MDR-8606-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8606-135-29-HS	\$30,139.76
MDR-8606-135-31-HS, 135Mb/s, +31dBm TX, Hot-Strandby	MDR-8606-135-31-HS	\$32,776.24
MDR-8606-135-33-HS, 135Mb/s, +33dBm TX, Hot-Strandby	MDR-8606-135-33-HS	\$36,371.44

MDR-8706s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8706s-155-15-HS	\$28,162.40
MDR-8706s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8706s-155-23-HS	\$31,158.40
MDR-8706s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8706s-155-29-HS	\$31,757.60
MDR-8706s-155-31-HS, 155Mb/s, +31dBm TX, Hot-Strandby	MDR-8706s-155-31-HS	\$34,394.08
MDR-8706s-155-33-HS, 155Mb/s, +33dBm TX, Hot-Strandby	MDR-8706s-155-33-HS	\$37,989.28
MDR-8706E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8706E-150-15-HS	\$25,346.16
Description	Part Number	Verizon Price
MDR-8706E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8706E-150-23-HS	\$28,342.16
MDR-8706E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8706E-150-29-HS	\$28,941.36
MDR-8706E-150-31-HS, 150Mb/s, +31dBm TX, Hot-Strandby	MDR-8706E-150-31-HS	\$31,577.84
MDR-8706E-150-33-HS, 150Mb/s, +33dBm TX, Hot-Strandby	MDR-8706E-150-33-HS	\$34,933.36
MDR-8000 Radio Options		
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18
Fuse Panel	3EM13317AA	\$404.46
Power Cables, PDU, 5',5"	695-7845-009	\$80.25
Power Cables, PDU, 8'	695-7845-005	\$80.25
Orderwire Handset w/DTMF	3EM11996AA	\$88.81
Ext Alarm Relay Interface	3DH03219AA	\$444.05
TMN Interface Card	3EM13462AB	\$1,127.78
TMN Software on CD	3EM14629AHAA	\$80.25
ELMC Key, Remote Provisioning	695-5647-018	\$532.86
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020	\$1,865.01
Wayside DS1 Cable, 50ft	695-4125-061	\$115.56
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC	\$355.24
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB	\$421.58
Laptop Shelf Assembly	3EM19148AD	\$266.43
Optical Fiber Management Panel	3EM09257AA	\$133.75
Splitter, 2x4 Configuration	1AB123320023	\$1,065.72
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK	\$177.62
Cable, User Interface, 6'	695-7848-002	\$44.94
Test Lead Kit	695-0675-003	\$266.43
Cable, Alarm and Control Interface, 100ft	695-4121-003	\$159.43
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001	\$88.81
Wire Wrap Adapter, Ext Alarms	695-4171-002	\$35.31
Wire Wrap Adapter, Audio	3DH04178AB	\$31.03
CMR-137 - CPR-159 Adapter, Single	3DH04122HA	\$222.56
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA	\$1,332.15
MDR-8000 Radio Spares		
I/O Interface, DS3	3DH03169AR	\$1,776.20
Controller	3DH03155AB	\$1,332.15
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15
Relay Interface	3DH03219AA	\$444.05
TMN Interface Card	3EM13462AB	\$1,127.78
Crystals, (Frequency Sensitive)	TBD	\$66.34
Oscillator Board (Frequency Sensitive)	TBD	\$133.75
Transmit Module	3DH03236AF	\$2,442.81
Receive Module	3DH03239AM	\$2,664.30
Power Amplifier +23	3DH03218AA	\$2,220.25
Power Amplifier +29	3DH03218AC	\$2,664.30
Power Amplifier +31	3DH03218AE	\$4,440.50
Power Amplifier +33	3DH03218AG	\$7,104.80
MDR-8000 Radio Equipment		
MDR-8611-135-15-HS, 135Mb/s, +15dBm TX, Hot-Strandby	MDR-8611-135-15-HS	\$27,233.64
MDR-8611-135-23-HS, 135Mb/s, +23dBm TX, Hot-Strandby	MDR-8611-135-23-HS	\$30,649.08
MDR-8611-135-27-HS, 135Mb/s, +27dBm TX, Hot-Strandby	MDR-8611-135-27-HS	\$32,866.12
MDR-8611-135-29-HS, 135Mb/s, +29dBm TX, Hot-Strandby	MDR-8611-135-29-HS	\$35,262.92
MDR-8711s-155-15-HS, 155Mb/s, +15dBm TX, Hot-Strandby	MDR-8711s-155-15-HS	\$28,252.28
MDR-8711s-155-23-HS, 155Mb/s, +23dBm TX, Hot-Strandby	MDR-8711s-155-23-HS	\$31,667.72
MDR-8711s-155-27-HS, 155Mb/s, +27dBm TX, Hot-Strandby	MDR-8711s-155-27-HS	\$33,884.76
MDR-8711s-155-29-HS, 155Mb/s, +29dBm TX, Hot-Strandby	MDR-8711s-155-29-HS	\$36,281.56

MDR-8711E-150-15-HS, 150Mb/s, +15dBm TX, Hot-Strandby	MDR-8711E-150-15-HS	\$25,427.28	
MDR-8711E-150-23-HS, 150Mb/s, +23dBm TX, Hot-Strandby	MDR-8711E-150-23-HS	\$28,842.92	
MDR-8711E-150-27-HS, 150Mb/s, +27dBm TX, Hot-Strandby	MDR-8711E-150-27-HS	\$31,059.96	
MDR-8711E-150-29-HS, 150Mb/s, +29dBm TX, Hot-Strandby	MDR-8711E-150-29-HS	\$33,456.76	
MDR-8000 Radio Options			
Rack Assembly, 7 ft x 19in	694-9000-006	\$400.18	
Fuse Panel	3EM13317AA	\$404.46	
Power Cables, PDU, 5',5"	695-7845-009	\$80.25	
Power Cables, PDU, 8'	695-7845-005	\$80.25	
Orderwire Handset w/DTMF	3EM11996AA	\$88.81	
Ext Alarm Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
TMN Software on CD	3EM14629AHAA	\$80.25	
Description	Part Number	Verizon Price	
ELMC Key, Remote Provisioning	695-5647-018	\$532.86	
ELMC Key, Remote Provisioning w/Wayside DS1 (applicable to DS3/OC3 only)	695-5647-020	\$1,865.01	
Wayside DS1 Cable, 50ft	695-4125-061	\$115.56	
Fan Assy w/o laptop shelf (+31/33dBm pwr included in radio price)	3EM19148AC	\$355.24	
Fan Assy w/laptop shelf (+31/33dBm pwr included inradio price)	3EM19148AB	\$421.58	
Laptop Shelf Assembly	3EM19148AD	\$266.43	
Optical Fiber Management Panel	3EM09257AA	\$133.75	
Splitter, 2x4 Configuration	1AB123320023	\$1,065.72	
Fiber SM, Dual Cable , (LC to SC) (10 meters)	3EM07646AK	\$177.62	
Cable, User Interface, 6'	695-7848-002	\$44.94	
Test Lead Kit	695-0675-003	\$266.43	
Cable, Alarm and Control Interface, 100ft	695-4121-003	\$159.43	
Cable, Rptr.MCS/Audio/ELMC, 4'	695-7836-001	\$119.84	
Wire Wrap Adapter, Ext Alarms	695-4171-002	\$35.31	
Wire Wrap Adapter, Audio	3DH04178AB	\$31.03	
CMR-137 - CPR-159 Adapter, Single	3DH04122HA	\$222.56	
Stacked, Initial WG Kit, Combined, 1st & 2nd Shelf	3EM04448AA	\$1,332.15	
MDR-8000 Radio Spares			
I/O Interface, DS3	3DH03169AR	\$1,776.20	
Controller	3DH03155AB	\$1,332.15	
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15	
Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AB	\$1,127.78	
Crystals, (Frequency Sensitive)	TBD	\$66.34	
Oscillator Board (Frequency Sensitive)	TBD	\$133.75	
Transmit Module	3DH03236AF	\$2,442.81	
Receive Module	3DH03239AM	\$2,664.30	
Power Amplifier +23	3DH03218AA	\$2,220.25	
Power Amplifier +29	3DH03218AC	\$2,664.30	
Power Amplifier +31	3DH03218AE	\$4,440.50	
Power Amplifier +33	3DH03218AG	\$7,104.80	
DS1 Cable, 50' w/Conn, (2 per radio)	695-7806-003	\$111.28	
Wire Wrap Adapter, Ex Alarms	695-4171-002	\$35.31	
Wire Wrap Adapter, Audio port, 9 Pin	3DH04178AB	\$31.03	
Waveguide Adapter, CMR-137 to CPR-137	3DH04122HA	\$222.56	
Waveguide Kit, Position A2	967-1665-002	\$355.24	
MDR 8000 Radio Spares			
I/O Interface, DS1	3DH03131AA	\$1,332.15	
Controller	3DH03155AB	\$1,332.15	
Relay Interface	3DH03219AA	\$444.05	
TMN Interface Card	3EM13462AA	\$1,127.78	
Power Supply, +/-24/48 VDC	3DH03164AB	\$1,332.15	
Crystals, (Frequency Sensitive)	TBD	\$66.34	
Oscillator Board (Frequency Sensitive)	TBD	\$133.75	
Transmit Module	3DH03236AF	\$2,442.81	
Receive Module	3DH03239AM	\$2,664.30	
Power Amplifier +23	3DH03218AA	\$2,220.25	
Power Amplifier +29	3DH03218AC	\$2,664.30	
Power Amplifier +31	3DH03218AE	\$4,440.50	

Return Repair for 3DH04123AH	3DH04123AH	\$160.50	
Return Repair for 3DH04123AL	3DH04123AL	\$160.50	
Return Repair for 3DH04123AM	3DH04123AM	\$160.50	
Return Repair for 622-9203-007	622-9203-007	\$695.50	
Return Repair for 622-9203-008	622-9203-008	\$695.50	
Return Repair for 644-0082-003	644-0082-003	\$374.50	
Return Repair for 644-0090-001	644-0090-001	\$487.92	
Return Repair for 644-0095-001	644-0095-001	\$963.00	
Return Repair for 644-0095-002	644-0095-002	\$856.00	
Return Repair for 644-0100-003	644-0100-003	\$1,033.62	
Return Repair for 644-0166-006	644-0166-006	\$802.50	
Return Repair for 644-0166-007	644-0166-007	\$802.50	
Return Repair for 644-0167-013	644-0167-013	\$560.68	
Return Repair for 644-0167-014	644-0167-014	\$560.68	
Return Repair for 644-0167-015	644-0167-015	\$560.68	
Return Repair for 644-0167-016	644-0167-016	\$560.68	
Return Repair for 644-0167-017	644-0167-017	\$560.68	
Return Repair for 644-0167-018	644-0167-018	\$560.68	
Return Repair for 644-2025-001	644-2025-001		
Return Repair for 644-0278-001	644-0278-001	\$684.80	
Return Repair for 644-0327-002	644-0327-002	\$1,405.98	
Return Repair for 644-0327-004	644-0327-004	\$3,137.24	
Return Repair for 644-0327-005	644-0327-005	\$2,087.57	
Return Repair for 644-0327-006	644-0327-006	\$2,087.57	
Return Repair for 695-7044-001	695-7044-001	\$107.00	
Return Repair for 695-7045-001	695-7045-001	\$134.82	
Return Repair for 822-0258-001	822-0258-001	\$310.30	
Return Repair for 822-0350-001	822-0350-001	\$588.50	
Return Repair for 822-0356-003	822-0356-003	\$762.91	
Return Repair for 3DH03131AA	3DH03131AA	\$1,170.73	
Return Repair for 3DH03144AA	3DH03144AA	\$1,170.73	
Return Repair for 3DH03164AB	3DH03164AB	\$884.93	
Return Repair for 3DH03169AM	3DH03169AM	\$884.93	
Return Repair for 3DH03173AK	3DH03173AK	\$884.93	
Return Repair for 3DH03218AC	3DH03218AC	\$1,170.73	
Return Repair for 3DH03218AD	3DH03218AD	\$1,170.73	
Return Repair for 3DH03218AE	3DH03218AE	\$1,170.73	
Return Repair for 3DH03218AF	3DH03218AF	\$1,170.73	
Return Repair for 3DH03218AG	3DH03218AG	\$1,170.73	
Return Repair for 3DH03219AA	3DH03219AA	\$1,170.73	
Return Repair for 3DH03239AM	3DH03239AM	\$884.93	
Return Repair for 622-7852-004	622-7852-004	\$1,170.73	
Return Repair for 622-8236-001	622-8236-001	\$1,170.73	
Return Repair for 622-8240-002	622-8240-002	\$1,170.73	
Return Repair for 622-8241-005	622-8241-005	\$1,170.73	
Return Repair for 622-8858-001	622-8858-001	\$1,170.73	
Return Repair for 644-0005-001	644-0005-001	\$1,170.73	
Return Repair for 644-0032-001	644-0032-001	\$1,170.73	
Return Repair for 644-0043-001	644-0043-001	\$1,170.73	
Return Repair for 644-0090-001	644-0090-001	\$1,170.73	
Return Repair for 644-0091-002	644-0091-002	\$1,170.73	
Return Repair for 644-0092-002	644-0092-002	\$1,170.73	
Return Repair for 644-0093-001	644-0093-001	\$1,170.73	
Return Repair for 644-0094-001	644-0094-001	\$1,170.73	

Return Repair for 644-0099-003	644-0099-003	\$884.93	
Return Repair for 644-0166-005	644-0166-005	\$2,327.68	
Return Repair for 644-0248-001	644-0248-001	\$1,170.73	
Return Repair for 644-0255-011	644-0255-011	\$1,170.73	
Return Repair for 690-0209-001	644-0209-001	\$884.93	
Return Repair for 690-2730-002	690-2730-002	\$884.93	
Return Repair for 694-4371-001	694-4371-001	\$1,170.73	
Return Repair for 694-4375-001	694-4375-001	\$1,170.73	
Return Repair for 822-0190-001	822-0190-001	\$1,170.73	
Return Repair for 822-0355-003	822-0355-003	\$884.93	

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 28, 2008

CHANGE NOTICE NO. 31
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 <p style="text-align: right;">Ro6361@att.com</p>	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 <p style="text-align: right;">nfpsupport@merti.edu</p>	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 <p style="text-align: right;">tim.briggs@quest.com</p>	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 <p style="text-align: right;">bill.graham@verizon.com</p>	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris <p style="text-align: center;">LINK MI – DIT Telecom/Statewide</p>	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, The following Services / Agreements are to be included.

- 1.) Comprehensive Service Order Attachment (CSOA) added to SBC Master Agreement to allow Legacy T products and services under LINK Michigan.**
- 2.) Advance Network Services (ANX) services.**
- 3.) Additional Opt-e-man locations.**

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

1. SERVICES

- 1. AT&T Advance Network Service
 - AT&T's Acceptable Use Policy is located at <http://www.ipservices.att.com/policy.html> or such other AT&T-designated location.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
24 Months	Effective Date of this Pricing Schedule or the date that the initial Service Component is enabled for Customer use, whichever is later

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
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3. MINIMUM PAYMENT PERIOD

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

4. NOTIFICATION PERIOD

Notification Period for AT&T to withdraw Service from market or to terminate a Service Component	30 days
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5. SERVICE TYPE

Type of Service:
Tiered Service:
MTR Service: 1.544 Mb/s
Type Of Access:

6. AT&T ADVANCED NETWORK SERVICES TIERED SERVICES FEES

Implementation Support Fees
Teleinstall

Access Bandwidth Rate and Monthly service fee

56 Kbps through T1.5 Mbps:
Monthly Price = \$1,864.80

3 Mbps and above (Private Line Only):
N/A

7. AT&T ADVANCED NETWORK METERED SERVICES FEES

Please select one:
X T1 T3
Implementation Support Fees Teleinstall
\$0.00

T1 Sustained Usage	Monthly List Price	Monthly Discounted Price
up to 128 kbps	ICB	ICB
128 - 256 kbps	ICB	ICB
256 - 384 kbps	ICB	ICB
384 - 512 kbps	ICB	ICB
512 - T1.5	ICB	ICB

T3 Sustained Usage	Monthly Price
up to 6.0 Mbps	ICB
6.0 - 7.5 Mbps	ICB
7.5 - 9.0 Mbps	ICB
9.0 - 10.5 Mbps	ICB
10.5 - 12.0 Mbps	ICB
12.0 - 13.5 Mbps	ICB
13.5 - 15.0 Mbps	ICB
15.0 - 16.5 Mbps	ICB
16.5 - 18.0 Mbps	ICB
18.0 - 19.5 Mbps	ICB
19.5 - 21.0 Mbps	ICB
21.0 - 45.0 Mbps	ICB

8. AT&T ADVANCED NETWORK OPTIONS

ANS Options: ISDN Backup - \$75.00 Monthly, N/A Installation

9. ADDITIONAL SERVICE FEES

Moving Fee (during hours)	\$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
 BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
 AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

WITNESSETH

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003, as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service for the designated location set forth herein.
2. AT&T represents and Customer understands that OPT-E-MAN® Service is available under a term commitment ("Term") and in the event Customer elects to terminate the Service prior to completion of the Term for reasons other than cause, Customer shall be liable for early termination charges as set forth in the Agreement.
3. Term. The Term for the OPT-E-MAN® Service is thirty-six (36) months, commencing upon installation of the Service.
4. Contingency. The rates, terms and conditions listed herein are contingent upon an overall revenue commitment to AT&T and its affiliates. In this case, if the Customer does not execute a contractual agreement with AT&T or its affiliates for the services shown below, with Monthly Revenue Commitments and terms equal to or greater than listed below, prior to or simultaneously with the execution of this Amendment, the standard Tariff, Guidebook, Catalog or price list rates, terms and conditions will supersede and replace the non-standard rates, terms and conditions of this Amendment. Local Exchange Carrier ("LEC") is defined as Michigan Bell Telephone Company, dba AT&T Michigan.

Affiliate	Product Offering	Monthly Revenue Commitment	Term (Months)
LEC	OPT-E-MAN® Service	\$4,000.00	36

5. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) for OPT-E-MAN® Service constitutes ten percent (10%) or less of the traffic on the Service.
6. The Customer location for new OPT-E-MAN® Service is as follows:

SGHTMILW SWC: UTICMIMN 43100 Dequindre 10/100 Base T, CIR 50 ME3400-24AC, GBIC ZX

7. As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)		
				MRC	NRC	
Opt-E-MAN	Basic Plus Connection 10/100 Mbps / P9FFX	1	\$ 400.00	\$0.00	\$ 400.00	\$0.00
Opt-E-MAN	CIR - 50 Mbps (Silver) / R6EHC	1	\$ 700.00	\$0.00	\$ 700.00	\$0.00
Total					\$ 1,100.00	\$0.00

8. Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so.
9. It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

**AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358
 BETWEEN SBC GLOBAL SERVICES, INC. d/b/a AT&T GLOBAL SERVICES
 AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET**

This Amendment to Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. d/b/a AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer").

WITNESSETH

WHEREAS, AT&T and Customer entered into Master Services Contract – 071B3001358 (AT&T Contract No. 20031118-0951) dated on or about November 18, 2003, as from time to time amended (the "Agreement"); and

WHEREAS, Customer and AT&T agree to certain changes in the Agreement as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree as follows:

1. Customer requests and AT&T agrees to amend the existing contract environment to provide for additional OPT-E-MAN® Service and an upgrade to existing OPT-E-MAN® Service for the designated location(s) set forth herein.
2. AT&T represents and Customer understands that OPT-E-MAN® Service is available under a term commitment ("Term") and in the event Customer elects to terminate the Service prior to completion of the Term for reasons other than cause, Customer shall be liable for early termination charges as set forth in the Agreement.
3. Term. The Term for the OPT-E-MAN® Service is thirty-six (36) months, commencing upon installation of the Service.
4. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) for OPT-E-MAN® Service constitutes ten percent (10%) or less of the traffic on the Service.
5. The Customer locations for new OPT-E-MAN® Service are as follows:

Locations:		
SGNWMIGG	SGNWMIAF	
SWC: SGNWMIFA	SWC: SGNWMIFA	
1 Tuscola	411 E. Genesee	
10/100 Base T, CIR 50	10/100 Base T, CIR 50	
ME3400-24AC, GBIC LZ	ME3400-24AC, GBIC ZX	
GDRPMIBA	GDRPMIGY	GDRPMIFF
29 Pearl	2942 Fuller	350 Ottawa
1000 Base SX, CIR 100	10/100 Base T, CIR 50	1000 Base SX, CIR 50
ME3400-24AC, GBIC LX	ME3400-24AC, GBIC ZX	ME3400-24AC, GBIC LX
FRTNMIBR	LIVNMI34	
SWC: FRTNMIMN	SWC: LIVNMINW	
24155 Drake	20255 Victor Pkwy.	
10/100 Base T, CIR 50	10/100 Base T, CIR 50	
ME3400-24AC, GBIC ZX	ME3400-24AC, GBIC ZX	

- 6 As a result of the installation, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN - Complete	Basic Plus Connection 10/100 Mbps / P9FFX	5	\$ 400.00	\$0.00	\$ 2,000.00	\$0.00
Opt-E-MAN - Complete	Basic Plus Connection 1G / P9FHX	2	\$ 500.00	\$0.00	\$ 1,000.00	\$0.00
Opt-E-MAN - Complete	CIR - 100 Mbps (Silver) / R6ELC	1	\$ 800.00	\$0.00	\$ 800.00	\$0.00
Opt-E-MAN - Complete	CIR - 50 Mbps (Silver) / R6EHC	6	\$ 700.00	\$0.00	\$ 4,200.00	\$0.00
Total					\$ 8,000.00	\$0.00

- 7 An upgrade to the existing OPT-E-MAN® Service at the 22146 W 9 Mile Rd Customer location is authorized as follows: Connection upgrade from 10/100 Base T to 1000 Base SX (1Gbps) and CIR upgrade to 250 Mbps
- 8 As a result of the upgrade, the Customer shall pay the following Monthly and Non-recurring Charges, commencing upon Cutover:

Rates for 36 Month Contract		Quantity	Unit Discount Pricing		Total Discount Price	
Component	Description / USOC	Q New	MRC	NRC (new or growth only)	MRC	NRC
Opt-E-MAN - Complete	Basic Plus Connection 1G / P9FHX	1	\$ 500.00	\$0.00	\$ 500.00	\$0.00
Opt-E-MAN - Complete	CIR - 250 Mbps (Silver) / R6EQC	1	\$ 1,300.00	\$0.00	\$ 1,300.00	\$0.00
Total					\$ 1,800.00	\$0.00

- 9 Customer is responsible for providing AT&T access to Customer's premises, including the furnishing of any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services on Customer's premises, and obtaining any necessary licenses, permits and consents to do so
- 10 It is expressly agreed that this Amendment is supplemental to the Agreement and except as specifically modified herein, all terms, condition and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect.

**Comprehensive Service Order Attachment (CSOA) to SBC Master Agreement
Terms and Conditions**

1. THE SERVICE; DEFINITIONS

1.1 AT&T will provide the Services to Customer under this CSOA as they are identified in the applicable Pricing Schedules.

1.2 The pricing, service descriptions and other provisions relating to the Services are set forth in the Agreement.

1.3 This CSOA shall remain in effect until no Service Component provided under this CSOA remains in service.

1.4 AT&T grants to Customer the right to permit Users to access and use the Services, provided that Customer shall remain solely responsible for such access and use.

1.5 Any AT&T Affiliate or approved Customer Affiliate may sign a Pricing Schedule in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating this Agreement and the terms of the Pricing Schedule (with the Affiliate being substituted for AT&T or Customer, as applicable); provided, however, that AT&T and Customer shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract.

1.6 Definitions. Capitalized terms used but not defined in this CSOA are defined elsewhere in the Agreement.

"**Applicable Tariffs**" consist of the standard AT&T service descriptions, pricing and other provisions filed by AT&T or any of its Affiliates with the appropriate regulatory commission having jurisdiction respecting a Service, as revised from time to time. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding applicable provisions of the Service Guide.

"**AT&T CPE**" means equipment provided under this Agreement by AT&T or its suppliers and located at a Site. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or Purchased Equipment.

"**AT&T Software**" means all Software other than Third-Party Software.

"**AUP**" means AT&T's Acceptable Use Policy, as revised by AT&T from time to time, located at www.att.com/aup or such other AT&T-designated location.

"**Content**" means information (excluding AT&T information) made available, displayed or transmitted (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) in connection with a Service, including all trademarks, service marks and domain names contained therein, Customer and User data, and the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

"**Customer Equipment**" means equipment owned by Customer. Customer Equipment includes any internal code required to operate such Equipment.

"**Effective Date**" of a Pricing Schedule is the date on which the last party signs this CSOA or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"**Equipment**" means "AT&T CPE", "Customer Equipment" and "Purchased Equipment."

"**MARC (Minimum Annual Revenue Commitment)**" means an annual revenue commitment set forth in an applicable Pricing Schedule that Customer agrees to satisfy during a Pricing Schedule Term.

"**MARC-Eligible Charges**" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after applicable discounts and credits, incurred by Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. Notwithstanding anything set forth in a Pricing Schedule, the following charges shall not be deemed MARC Eligible Charges: (a) charges for or in connection with Purchased Equipment; (b) charges for outsourcing services; (c) taxes, and (d) charges imposed in connection with governmentally imposed costs or fees (such as USF, P ICC, payphone service provider compensation, E911 and deaf relay charges).

"**Pricing Schedule**" means a pricing schedule to this CSOA.

"**Pricing Schedule Term**" is the period of time stated in the applicable Pricing Schedule.

"**Purchased Equipment**" means equipment sold under this Agreement by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

"**Service**" means collectively all of the Service Components Customer orders under a Pricing Schedule.

"**Service Component**" means the individual components of a Service that Customer orders under a Pricing Schedule.

"**Service Guide**" means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this CSOA (if there is no Applicable Tariff). The Service Guide is located at <http://www.serviceguide.att.com/ABS/ext> <http://new.serviceguide.att.com> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location.

"**Site**" means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.

"**Termination Charges**" means the charges identified in Sections 2.3 and 2.4 below, payable by Customer in certain termination circumstances.

"**Third-Party Software**" means Software that AT&T licenses from a third party.

"**User**" means anyone (including Customer Affiliates) who uses or accesses any Service purchased by Customer under this Agreement, but excluding unauthorized parties that, after Customer has taken commercially reasonable steps to prevent unauthorized access, use or access a Service without Customer's knowledge.

2. TERMINATION

2.1 If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.

2.2 If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.

2.3 If Customer terminates a Service Component other than as set out under Section 2.2 above or AT&T terminates a Service or a Service Component for material breach, Customer must pay: (i) any credits, waived charges or unpaid amortized charges if the Service Component is terminated prior to the end of an applicable minimum retention period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); (ii) the applicable amount of recurring charges for the terminated Service Component multiplied by the number of months remaining in an applicable minimum payment period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in (i) and (ii) above will not apply if a terminated Service Component is replaced with

**Comprehensive Service Order Attachment (CSOA) to SBC Master Agreement
Terms and Conditions**

an upgraded like Service Component at the same Site(s) or is moved to a new site within the same LATA, provided the applicable minimum period and associated charge for the replacement Service Component are each equal to or greater than the applicable period and charge for the terminated Service Component.

2.4 Unless otherwise defined in the applicable Pricing Schedule, please reference Master Services Contract (MSC) # 071B3001358 - Section 19.2.

2.5 AT&T may amend an applicable tariff or Service Guide from time to time consistent with this Agreement, provided, however, that if AT&T revises an applicable tariff or Service Guide in a manner that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as its sole remedy, elect to terminate the affected Service Components on thirty (30) days' written notice, given not later than ninety (90) days after Customer first learns of the revision to the applicable tariff or Service Guide. However, a revision to a tariff or Service Guide shall not be considered material and adverse to Customer if: (i) it affects only Services or Service Components not in substantial use by Customer at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in an Attachment or Pricing Schedule.

3. MINIMUM COMMITMENTS/CHARGES

If, on any anniversary of a Pricing Schedule Term start date, the Customer has failed to satisfy the MARC in the Pricing Schedule for the preceding 12 month period, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC in the Pricing Schedule and the total of the applicable MARC-Eligible Charges incurred during the 12 month period. In such a case, Customer shall not be entitled to receive promotional, compliance or other credits until Customer pays the shortfall charge.

4. PRICING AND PAYMENT

4.1 Pricing Schedule. Unless otherwise stated in a Pricing Schedule, the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term and apply in lieu of the corresponding rates and charges set forth in the Service Guide or the Applicable Tariffs. Pricing for any Service Components that are not listed in a Pricing Schedule will be as described in the Service Guide or the Applicable Tariffs or as agreed on an individual case basis. Unless otherwise stated in a Pricing Schedule, after the end of the Pricing Schedule Term AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

4.2 Discounts. The discounts set forth or referenced in a Pricing Schedule are the only discounts applicable to the Services and will be applied to the applicable rates and charges in the manner and to the extent specified in the applicable sections of the Service Guide or the Applicable Tariffs.

4.3 Promotions/Credits/Waivers. Please reference Master Services Contract (MSC) # 071B3001358 - Section 10.2.iv

4.4 Charges. Please reference Master Services Contract (MSC) # 071B3001358 - Section 10.2.iv

4.5 Currency. Please reference Master Services Contract (MSC) # 071B3001358 - Section 10.2.iv

4.6 Restrictive endorsements or other statements on checks. Please reference Master Services Contract (MSC) # 071B3001358 - Section 10.2.iv

4.7 Overdue payments. Please reference Master Services Contract (MSC) # 071B3001358 - Section 10.2.iv

4.8 Customer shall not be responsible for payment of charges for AT&T Services invoiced more than six (6) months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type.

4.9 Billing Disputes. Customer must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else Customer waives the dispute. Payment of such disputed charges will not be considered overdue pending investigation by AT&T. Payment of any disputed charges that are determined by AT&T to be correct as a result of such investigation must be made within forty-five (45) days of AT&T's notice to Customer.

4.10 Taxes. Please reference Master Services Contract (MSC) # 071B3001358 - Section 10.2.b

5. COMMISSION JURISDICTION

If a Pricing Schedule is subject to the jurisdiction of a regulatory commission, each such Pricing Schedule will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

6. ELIGIBILITY; OTHER REQUIREMENTS

6.1 If a Pricing Schedule providing regulated telecommunications services that are subject to the jurisdiction of a United-States-based regulatory authority is available to other potential purchasers of the service, it will be available to such purchasers who execute an identical Pricing Schedule only once, either by the purchaser or any Affiliate of the purchasing entity.

6.2 If a Service is provided over or includes access to the Internet, Customer and its Users shall comply with the AUP. If Customer fails to rectify a violation of the AUP within five (5) days after receiving notice thereof from AT&T, then AT&T may suspend the applicable portions of the Service. AT&T reserves the right, however, to act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines: (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (iii) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

6.3 Except for IP addresses, domain names and telephone numbers expressly registered in Customer's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and Customer shall have no right to use such IP addresses, AT&T-based domain names or telephone numbers upon termination or expiration of the applicable Pricing Schedule.

6.4 Both parties agree to comply with privacy laws applicable to their respective businesses. Customer shall obtain any User consents legally required relating to handling of User's Content. If Customer believes that, in the course of providing Services under this Agreement, AT&T will have access to data Customer does not want AT&T personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

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6.5 Where Customer authorizes or permits third parties to utilize the Services, it is Customer's responsibility to limit its liability to such parties.

7. THIRD PARTY IPR INFRINGEMENT

Please reference Master Services Contract (MSC) # 071B3001358 – Section 17.1

8. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

8.1 The limitation of liability and disclaimer set out in this Article 8 are in addition to the limitations of liabilities and disclaimers set out in the SBC Agreement.

8.2 AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, INTERACTION, ACCESS OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS NOT PROVIDED BY AT&T; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS (EXCEPT TO THE EXTENT CREDIT ALLOWANCES ARE SPECIFIED IN THE AT&T SERVICE GUIDE); OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

8.3 AT&T DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T DOES NOT WARRANT NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION.

9. EQUIPMENT. Please reference Master Services Contract (MSC) # 071B3001358 – Section 12

10. SOFTWARE. Please reference Master Services Contract (MSC) # 071B3001358 – Section 14.3

10.1 Customer shall not copy or download AT&T Software, except that Customer shall be permitted to make two (2) copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.

10.2 To the extent that use of Software by a User is required for the use of a Service, Customer's Users may use the Software licensed to Customer under this Agreement for that purpose. Customer shall assure that Customer's Users comply with the terms and conditions of this Article 10.

10.3 The term of the license granted hereunder shall be coterminous with the term of the related Services.

10.4 Customer agrees to comply with the terms and conditions that are provided with any Third-Party Software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Agreement as to such Third Party Software. AT&T will pass through to Customer any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

10.5 AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications for the term of the license that covers the AT&T Software. If Customer returns to AT&T, within such period, any AT&T Software that does not comply with this warranty, then

AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund any amount Customer prepaid for the time periods following return of such failed or defective AT&T Software to AT&T. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by Customer or Users.

11.0 IMPORT AND EXPORT CONTROL; INTERNATIONAL CONSIDERATIONS

11.1 The parties acknowledge that equipment, products, Software, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the equipment, products, Software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, products, Software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. If requested by either party, the other party agrees to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

11.2 In the event any necessary import or export license cannot be obtained within six (6) months after making an application, neither party shall have further obligations with respect to providing or purchasing and, if applicable, Customer shall return the equipment, products, Software, or technical information that is the subject matter of the unsuccessful application.

11.3 In countries in which AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service provided in such a country to the local service provider; provided however, that AT&T shall be responsible to Customer for such obligations. In some such countries, Customer may be required to contract directly with the local service provider.

11.4 The authentic language of this Agreement is English. In the event of a conflict between this Agreement and any translation, the English version will take precedence.

12. ENTIRE AGREEMENT

THIS CSOA, THE PRICING SCHEDULES AND ADDENDA, THE SBC AGREEMENT, THE AT&T SERVICE GUIDE THE AT&T ACCEPTABLE USE POLICY AND ANY APPLICABLE TARIFFS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES PROVIDED HEREUNDER.

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

August 13, 2007

**CHANGE NOTICE NO. 30 (Revised)
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And**

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 <p align="right">Ro6361@att.com</p>	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/ M/C
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Merit Network, Inc. 4251 Plymouth Road, Suite 2000 AnnArbor, MI 48105 <p align="right">nfpsupport@merti.edu</p>	TELEPHONE Jason Russell (734) 615-6110
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 <p align="right">tim.briggs@quest.com</p>	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 <p align="right">bill.graham@verizon.com</p>	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris <p align="center">LINK MI – DIT Telecom/Statewide</p>	
CONTRACT From: September 1, 2003 To: October 31, 2009 PERIOD: BUYER/CA Douglas Collier (517) 335-4804 collierd1@michigan.gov	
Contract Compliance Inspector: Jack Harris <p align="center">LINK MI – DIT Telecom/Statewide</p>	
CONTRACT From: September 1, 2003 To: October 31, 2009 PERIOD:	

TERMS	N/A	SHIPMENT	N/A
F.O.B.	N/A	SHIPPED FROM	N/A
MINIMUM DELIVERY REQUIREMENTS		N/A	

NATURE OF CHANGE (S):

This Amendment of the Master Services Contract - #071B3001358 is between AT&T Global Services, Merit Network Inc., Qwest Communications, Verizon North Inc. (Verizon Business), and State of Michigan Department of Management and Budget, which includes Contract Change Notice #6 assigning Merit, Qwest and Verizon, individual Contract Number(s) as follows:

Qwest Communications - 071B4200180

Merit Network, Inc. - 071B4200179

Verizon Business - 071B4200181.

This change notice outlines the results of the 18-month technology and pricing review conducted between the State and contract signatories as specified within the contract terms and conditions, and as signed by all parties. Upon issuance of this change notice by DMB Purchasing Operations, the following providers, prices, products, and services hereby replace those items previously listed in the LINK MI contract(s) and change notices. The summary of changes listed below incorporates the results of the 18-month review period concluding on May 17, 2007:

- AT&T – Changes in five statement of work categories, with a net estimated savings to the State of \$660,923: For that saving the State agrees to
 - Cisco CPE State discount increased to 40% contributing savings of \$112,000
 - Audio/Web Conferencing per minute rates reduced (see detail below), contributing savings of \$77,463
 - Central Office (POTS) modifications and reductions (see detail below), contributing savings of \$104,220
 - Contingent upon the State of Michigan maintaining a minimum of 2,500 POTS lines
 - T-1 Pricing- The State's Remote Access Servers utilize seven (7) 'Local' PRI's that cost \$375.36 each, per month, totalling \$2,627.52 per month. AT&T is to convert these circuits to 'Dedicated Access' or under ROAM'Long Distance' PRI T-1's, with a cost of \$110 each, per month. The new Monthly Recurring Charge would be $7 * \$110 = \770 per month. This represents a monthly savings of \$1,857.52, or \$22,290 per year, a 70% reduction.
 - Wide Area Network (WAN) (CBDS) services reduction in network management (see details below) contributing savings of \$310,000
 - The Project Management requirement in the contract is hereby changed from 2.5 people to 2 people
 - The Service Level Agreements (SLA) within the contract are modified to Service Level Objectives (SLO) with no performance credits

- Internet connectivity (tiered OC3) contributing savings of \$34,950
- A \$250,000 annual commitment for data and voice long distance.
- Qwest – Changes in multiple statement of work categories, with a net estimated savings to the State of \$866,034.00
 - Switched/Dedicated Long Distance rates reduced (see detail below), contributing savings of \$421,424
 - IP Long Distance rates reduced (see detail below), contributing savings to the State of \$440,040 (contingent upon successful completion of testing currently in process)
 - OC3 Internet Connectivity rates reduced (see detail below), contributing savings to the State of \$4,570
- Merit – Changes in the Internet Connectivity (tiered Ethernet) statement of work category, with a net estimated savings to the State of \$7,650
- Verizon – Verizon has extended the tier Pricing for ISDN PRI's under the Link-Michigan Contract to the State of Michigan and has reduced the Monthly PRI Access (Flat Rate) from \$685.00 to \$650.00. This is a discount of \$35.00 per month per ISDN PRI, contributing savings to the State of \$9,240

Total resulting savings estimated at: \$1,543,847

Pricing details with per minute rates, contact and ordering information below:

AT&T: Robert O'Brien, (517) 334-3614

Cisco discount	40% off list
Audio Conferencing - reservationless toll free	0.03 /minute/ participant
Web Conferencing	0.15 /minute/ participant
Web Suite (additional conferencing modules)	0.190 cents / min
Reduce POTS rate to Centrex rate (Zones A & B)	\$6.91/line / month
OC3 Managed Internet Service @ 80Mbps	\$4,962.50+75.00 per Mbps (95 Mbps \$6,087.50/month
	\$ 4.36 /Account/Month
ROAM Dialup Access Charges	
AT&T ABN Long Distance Rates:	
Inter-State Long Distance - SW	\$0.0245 /minute
Inter-State Long Distance - DED	\$0.0185 /minute
Intra-State Long Distance - SW	\$0.0245 /minute
Intra-State Long Distance - DED	\$0.0185 /minute
BCPA (Basic Customer Provided Access) Service	\$1,550/month

Qwest: Tim Briggs, (866) 832-0002

Cisco discount	38% off list and will also provide quotes for additional discount on a project by project basis. (Discount excludes freight charges)
Cisco Smartnet	20% Discount State and Local, 30% Education
Inter-State Long Distance - SW	\$0.0210 /minute
Inter-State Long Distance - DED	\$0.0139 /minute
Intra-State Long Distance - SW	\$0.0210 /minute
Intra-State Long Distance - DED	\$0.0139 /minute
IP Voice - Interstate	\$0.0130 /minute
IP Voice - Intra-state	\$0.0120 /minute

Cost per DS-1 ACCESS (local loop) 3C- 3696477	\$50.00 /month/cross connect on OC
Internet port pricing	See Attached Pricing Tab
Private port pricing	See Attached Pricing Tab
Directory Assistance	
Interstate rate	\$0.510 per/call
Intrastate rate	\$0.587 per/call
Nationwide Base Rate	\$12.00 /month
Hosted IVR	See Attached Pricing Tab
International Dedicated Service	See Attached Pricing Tab
Qwest Internet Port Prices	See Attached Pricing Tab
Audio & Web conferencing Service	See Attached Pricing Tab
Customer Provided Access Prices	
Applies to Qwest DS-1 Loops terminated at the Norlight and/or Qwest POP's service	\$35.00/per connection on new OC
Juniper CPE Prices/Discounts	See Attached Pricing Tab
Q Routing Prices	See Attached Pricing Tab
Canada Voice Rates	Outbound 0.0299 / Toll Free 0.0500
EZ Route;	
DTMF Menu & Database Routing	Per-call surcharge \$0.03
Speech Recognition Menu & Database Routing	Per-call surcharge \$0.05
Merit: Jason Russell, (734) 615-6110	
9Mbps Managed Internet Service	\$2,025.00/month
12Mbps Internet Services	\$2,610.00/month
Verizon: Bill Graham, (231) 727-1601	
PRI Access (Flat Rate)	\$650.00/ per month per ISDN PRI

This is a mandatory use contract. The changes outlined above replace the items and prices within the existing LINK MI contract(s) for these categories. All other items, prices, terms and conditions remained unchanged.

AUTHORITY/REASON:

Per agency request Jack Harris, Director DIT Telecom, teleconference 8/13/07, and Vendors' final proposals for this 18-month review.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Attachments

Qwest Communications (Hosted IVR Rates)

State of Michigan / Link Michigan

Hosted IVR (Formerly Qwest Web Contact Center)

[Approved Rates](#)



QWCC Basic Components	Approved Price
QWCC DTMF Monthly Subscription (MRC)	\$250
QWCC Speech Recognition Monthly Subscription (MRC)	\$250
QWCC DTMF Virtual Port (per port MRC)	\$75
QWCC Speech Recognition Virtual Port (per port MRC)	\$135
QWCC Text to Speech Module (per port additional MRC)	\$15
QWCC Speech Module (per port additional MRC)	\$65
QWCC Overflow Protection Premium (rate per minute for overflow usage)	
QWCC PG Link for ICP Installation charge (NRC per PG Link)	\$700
QWCC PG Link for ICP monthly maintenance fee (MRC per PG Link)	\$1,400
Additional QWCC Application Development Port (MRC)	\$80
Additional five Application Incidents per month (MRC)	\$0
ACD Connect (NRC per connection)	\$0
ACD Connect (MRC per connection)	\$0
ACD Connect per call charge	
Total	

QWCC Shared Hosted Systems	Approved Price
Use of Shared Hosted Systems for 1 to 10 QWCC Virtual Ports (per port additional MRC)	\$22.50
Use of Shared Hosted Systems for 11 to 50 QWCC Virtual Ports (per port additional MRC)	\$18.75
Use of Shared Hosted Systems for 51 to 200 QWCC Virtual Ports (per port additional MRC)	\$15.00
Use of Shared Hosted Systems for over 200 QWCC Virtual Ports (per port additional MRC)	\$13.50
Total	

QWCC Application Services	Approved Price
QWCC Call Administration Tool Suite (MRC)	\$1,500
QWCC Routing Tool (MRC)	\$375.00
QWCC Survey Tool (MRC)	\$375.00
QWCC Outbound Tool (MRC)	\$375.00
QWCC Qwest Hosted 24x7 Unlimited Incident Application Support (MRC)	\$1,875.00
QWCC Qwest Hosted M-F/8x5 Unlimited Incident Application Support (MRC)	\$1,125.00
QWCC Customer Hosted 24x7 Unlimited Incident Application Support (MRC)	\$2,625.00
QWCC Customer Hosted M-F/8x5 Unlimited Incident Application Support (MRC)	\$1,875.00
QWCC Support Transition Process charge under Unlimited Incident Application Support (NRC)	\$750 .00
Total	

Qwest Communications
State of Michigan / Link Michigan

International Dedicated Service

		Initial	Additional	Current Full	Requested/
		30 Seconds	1 Second	Minute	Approved
Country	Country Code	All times	All times	Rate	Rate
Afghanistan	93	\$ 0.4548	\$ 0.0152	\$ 0.9095	\$ 0.6367
Albania	355	\$ 0.3327	\$ 0.0111	\$ 0.6655	\$ 0.4658
ALGERIA	213	\$ 0.2321	\$ 0.0077	\$ 0.4642	\$ 0.3249
American Samoa	684	\$ 0.2274	\$ 0.0076	\$ 0.4548	\$ 0.3183
Andorra	376	\$ 0.1207	\$ 0.0040	\$ 0.2413	\$ 0.1689
Angola	244	\$ 0.4476	\$ 0.0149	\$ 0.8952	\$ 0.6267
Anguilla	*	\$ 0.1998	\$ 0.0067	\$ 0.3995	\$ 0.2797
Antartica (Casey Base)	672	\$ 0.4093	\$ 0.0136	\$ 0.8186	\$ 0.5730
Antartica (Scott Base)	672	\$ 0.4093	\$ 0.0136	\$ 0.8186	\$ 0.5730
Antigua	*	\$ 0.1913	\$ 0.0064	\$ 0.3825	\$ 0.2678
ARGENTINA	54	\$ 0.1615	\$ 0.0054	\$ 0.3230	\$ 0.2261
Armenia	374	\$ 0.2822	\$ 0.0094	\$ 0.5644	\$ 0.3951
Aruba	297	\$ 0.1345	\$ 0.0045	\$ 0.2690	\$ 0.1883
Ascension Island	247	\$ 0.3297	\$ 0.0110	\$ 0.6593	\$ 0.4615
AUSTRALIA	61	\$ 0.0878	\$ 0.0029	\$ 0.1756	\$ 0.1229
AUSTRIA	43	\$ 0.1033	\$ 0.0034	\$ 0.2066	\$ 0.1446
Azerbaijan	994	\$ 0.2699	\$ 0.0090	\$ 0.5398	\$ 0.3778
Azores	992	\$ 0.1687	\$ 0.0056	\$ 0.3375	N/A
BAHAMAS	*	\$ 0.0850	\$ 0.0028	\$ 0.1700	\$ 0.1190
Bahrain	973	\$ 0.2975	\$ 0.0099	\$ 0.5950	\$ 0.4165
Bangladesh	880	\$ 0.3655	\$ 0.0122	\$ 0.7310	\$ 0.5117
Barbados	*	\$ 0.1730	\$ 0.0058	\$ 0.3460	\$ 0.2422
Belarus	375	\$ 0.2699	\$ 0.0090	\$ 0.5398	\$ 0.3778
BELGIUM	32	\$ 0.1105	\$ 0.0037	\$ 0.2210	\$ 0.1547
Belize	501	\$ 0.2805	\$ 0.0094	\$ 0.5610	\$ 0.3927
Benin	229	\$ 0.2465	\$ 0.0082	\$ 0.4929	\$ 0.3450
BERMUDA	*	\$ 0.1127	\$ 0.0038	\$ 0.2254	\$ 0.1578
Bhutan	975	\$ 0.5984	\$ 0.0199	\$ 1.1968	\$ 0.8378
Bolivia	591	\$ 0.2733	\$ 0.0091	\$ 0.5466	\$ 0.3826
Bosnia & Herzegovina	387	\$ 0.2110	\$ 0.0070	\$ 0.4220	\$ 0.2954
Botswana	267	\$ 0.2720	\$ 0.0091	\$ 0.5440	\$ 0.3808
BRAZIL	55	\$ 0.1743	\$ 0.0058	\$ 0.3485	\$ 0.2440
British Virgin Islands	*	\$ 0.1662	\$ 0.0055	\$ 0.3324	\$ 0.2326
Brunei	673	\$ 0.2276	\$ 0.0076	\$ 0.4552	\$ 0.3186
Bulgaria	359	\$ 0.2009	\$ 0.0067	\$ 0.4017	\$ 0.2812
Burkina Faso	226	\$ 0.2465	\$ 0.0082	\$ 0.4930	\$ 0.3451
Burma (Myanmar)	95	\$ 0.2465	\$ 0.0082	\$ 0.4930	\$ 0.3451
Burundi	257	\$ 0.4939	\$ 0.0165	\$ 0.9877	\$ 0.6914
Cambodia	855	\$ 0.4949	\$ 0.0165	\$ 0.9898	\$ 0.6929
Cameroon	237	\$ 0.2975	\$ 0.0099	\$ 0.5950	\$ 0.4165
Cape Verde Islands	238	\$ 0.2713	\$ 0.0090	\$ 0.5426	\$ 0.3798
CAYMAN ISLANDS	*	\$ 0.1874	\$ 0.0062	\$ 0.3749	\$ 0.2624
Central African Republic	236	\$ 0.4353	\$ 0.0145	\$ 0.8707	\$ 0.6095
Chad	235	\$ 0.6900	\$ 0.0230	\$ 1.3800	\$ 0.9660
CHILE	56	\$ 0.1425	\$ 0.0047	\$ 0.2849	\$ 0.1994
CHINA	86	\$ 0.2933	\$ 0.0098	\$ 0.5865	\$ 0.4106
Christmas and Cocos Islands	672	\$ 0.4183	\$ 0.0139	\$ 0.8367	\$ 0.5857

COLOMBIA	57	\$	0.1998	\$	0.0067	\$	0.3995	\$	0.2797
Comoros	269	\$	0.4939	\$	0.0165	\$	0.9877	\$	0.6914
Congo	242	\$	0.3903	\$	0.0130	\$	0.7806	\$	0.5464
Cook Islands	682	\$	0.5401	\$	0.0180	\$	1.0802	\$	0.7561
COSTA RICA	506	\$	0.1870	\$	0.0062	\$	0.3740	\$	0.2618
Croatia	385	\$	0.1832	\$	0.0061	\$	0.3664	\$	0.2564
Cuba	53	\$	0.2423	\$	0.0081	\$	0.4845	\$	0.4845
Cyprus	357	\$	0.2084	\$	0.0069	\$	0.4168	\$	0.2917
CZECH REPUBLIC	42	\$	0.1593	\$	0.0053	\$	0.3187	\$	0.2231
DENMARK	45	\$	0.1066	\$	0.0036	\$	0.2132	\$	0.1492
Diego Garcia	246	\$	0.4250	\$	0.0142	\$	0.8500	\$	0.8500
Djibouti	253	\$	0.3371	\$	0.0112	\$	0.6741	\$	0.4719
Dominica	*	\$	0.2077	\$	0.0069	\$	0.4155	\$	0.2908
DOMINICAN REPUBLIC	*	\$	0.1266	\$	0.0042	\$	0.2532	\$	0.1773
Ecuador	593	\$	0.2125	\$	0.0071	\$	0.4250	\$	0.2975
EGYPT	20	\$	0.2550	\$	0.0085	\$	0.5100	\$	0.3570
EL SALVADOR	503	\$	0.2040	\$	0.0068	\$	0.4080	\$	0.2856
Equatorial Guinea	240	\$	0.5483	\$	0.0183	\$	1.0965	\$	0.7676
Eritrea	291	\$	0.3528	\$	0.0118	\$	0.7055	\$	0.4939
Estonia	372	\$	0.1700	\$	0.0057	\$	0.3400	\$	0.2380
ETHIOPIA	251	\$	0.3868	\$	0.0129	\$	0.7735	\$	0.5415
Faeroe Islands	298	\$	0.1609	\$	0.0054	\$	0.3218	\$	0.2253
Falkland Islands	500	\$	0.3693	\$	0.0123	\$	0.7386	\$	0.7386
Fiji Islands	679	\$	0.3740	\$	0.0125	\$	0.7480	\$	0.5236
FINLAND	358	\$	0.1073	\$	0.0036	\$	0.2146	\$	0.1502
FRANCE	33	\$	0.0676	\$	0.0023	\$	0.1352	\$	0.0946
French Antilles	596	\$	0.1955	\$	0.0065	\$	0.3910	\$	0.2737
French Guiana	594	\$	0.2247	\$	0.0075	\$	0.4494	\$	0.3146
French Polynesia	689	\$	0.2822	\$	0.0094	\$	0.5644	\$	0.3951
Gabon Republic	241	\$	0.2763	\$	0.0092	\$	0.5525	\$	0.3868
Gambia	220	\$	0.2423	\$	0.0081	\$	0.4845	\$	0.3392
Georgia, Republic of	995	\$	0.3060	\$	0.0102	\$	0.6120	\$	0.4284
GERMANY	49	\$	0.0497	\$	0.0017	\$	0.0995	\$	0.0696
GHANA	233	\$	0.2124	\$	0.0071	\$	0.4248	\$	0.2974
Gibraltar	350	\$	0.2062	\$	0.0069	\$	0.4123	\$	0.2886
GREECE	30	\$	0.1752	\$	0.0058	\$	0.3505	\$	0.2453
Greenland	299	\$	0.2027	\$	0.0068	\$	0.4054	\$	0.4054
Grenada	*	\$	0.2125	\$	0.0071	\$	0.4250	\$	0.2975
Guadeloupe	590	\$	0.1873	\$	0.0062	\$	0.3745	\$	0.2622
GUAM	671	\$	0.1275	\$	0.0043	\$	0.2550		N/A
Guantanamo Bay	5399	\$	0.2295	\$	0.0077	\$	0.4590	\$	0.4590
GUATEMALA	502	\$	0.1785	\$	0.0060	\$	0.3570	\$	0.2499
Guinea	224	\$	0.3621	\$	0.0121	\$	0.7242	\$	0.5069
Guinea-Bissau	245	\$	0.5281	\$	0.0176	\$	1.0563	\$	0.7394
GUYANA	592	\$	0.2937	\$	0.0098	\$	0.5874	\$	0.4111
HAITI	509	\$	0.2015	\$	0.0067	\$	0.4029	\$	0.2820
HONDURAS	504	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
HONG KONG	852	\$	0.1095	\$	0.0036	\$	0.2190	\$	0.1533
HUNGARY	36	\$	0.1445	\$	0.0048	\$	0.2890	\$	0.2023
ICELAND	354	\$	0.1318	\$	0.0044	\$	0.2635	\$	0.1845
INDIA	91	\$	0.2546	\$	0.0085	\$	0.5092	\$	0.3564
INDONESIA	62	\$	0.2295	\$	0.0077	\$	0.4590	\$	0.3213
INMARSAT-East Atlantic	871	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140
INMARSAT-Indian Ocean	873	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140
INMARSAT-Pacific Ocean	872	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140
INMARSAT-West Atlantic	874	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140

IRAN	98	\$	0.3443	\$	0.0115	\$	0.6885	\$	0.4820
Iraq	964	\$	0.3825	\$	0.0128	\$	0.7650	\$	0.5355
IRELAND	353	\$	0.1105	\$	0.0037	\$	0.2210	\$	0.1547
ISRAEL	972	\$	0.1165	\$	0.0039	\$	0.2329	\$	0.1630
ITALY	39	\$	0.0935	\$	0.0031	\$	0.1870	\$	0.1309
Ivory Coast	225	\$	0.3542	\$	0.0118	\$	0.7083	\$	0.4958
JAMAICA	*	\$	0.1970	\$	0.0066	\$	0.3940	\$	0.2758
JAPAN	81	\$	0.0878	\$	0.0029	\$	0.1756	\$	0.1229
Jordan	962	\$	0.2890	\$	0.0096	\$	0.5780	\$	0.4046
Kazakhstan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
KENYA	254	\$	0.3022	\$	0.0101	\$	0.6044	\$	0.4230
Kiribati	686	\$	0.5043	\$	0.0168	\$	1.0086	\$	0.7060
KOREA, Dem. People's Rep. of (North)	850	\$	0.8415	\$	0.0281	\$	1.6830	\$	1.1781
KOREA, Rep. of (South)	82	\$	0.1743	\$	0.0058	\$	0.3485	\$	0.2440
KUWAIT	965	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927
Kyrgyzstan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Laos	856	\$	0.5794	\$	0.0193	\$	1.1589	\$	0.8112
Latvia	371	\$	0.2219	\$	0.0074	\$	0.4437	\$	0.3106
LEBANON	961	\$	0.3323	\$	0.0111	\$	0.6646	\$	0.4652
Lesotho	266	\$	0.3145	\$	0.0105	\$	0.6290	\$	0.4403
Liberia	231	\$	0.1998	\$	0.0067	\$	0.3995	\$	0.2797
Libya	218	\$	0.3230	\$	0.0108	\$	0.6460	\$	0.4522
Liechtenstein	41	\$	0.0755	\$	0.0025	\$	0.1510	\$	0.1057
Lithuania	370	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927
Luxembourg	352	\$	0.1275	\$	0.0043	\$	0.2550	\$	0.1785
Macao	853	\$	0.2321	\$	0.0077	\$	0.4642	\$	0.3249
Macedonia	389	\$	0.2189	\$	0.0073	\$	0.4378	\$	0.3064
Madagascar	261	\$	0.6898	\$	0.0230	\$	1.3796	\$	0.9657
Malawi	265	\$	0.1955	\$	0.0065	\$	0.3910	\$	0.2737
MALAYSIA	60	\$	0.1700	\$	0.0057	\$	0.3400	\$	0.2380
Maldives	960	\$	0.3887	\$	0.0130	\$	0.7774	\$	0.5442
Mali Republic	223	\$	0.3666	\$	0.0122	\$	0.7332	\$	0.5132
Malta	356	\$	0.2124	\$	0.0071	\$	0.4248	\$	0.2974
Marshall Islands	692	\$	0.5166	\$	0.0172	\$	1.0332	\$	0.7232
Martinique (French Antilles)	596	\$	0.1955	\$	0.0065	\$	0.3910	\$	0.2737
Mauritania	222	\$	0.3595	\$	0.0120	\$	0.7189	\$	0.5033
Mauritius	230	\$	0.3323	\$	0.0111	\$	0.6646	\$	0.4652
Mayotte Island	269	\$	0.4378	\$	0.0146	\$	0.8757	\$	0.6130
Micronesia	691	\$	0.3655	\$	0.0122	\$	0.7310	\$	0.5117
Moldova	373	\$	0.3191	\$	0.0106	\$	0.6383	\$	0.4468
Monaco	33	\$	0.1029	\$	0.0034	\$	0.2058	\$	0.1440
Mongolian People's Republic	976	\$	0.5401	\$	0.0180	\$	1.0802	\$	0.7561
Montserrat	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
MOROCCO	212	\$	0.2455	\$	0.0082	\$	0.4910	\$	0.3437
Mozambique	258	\$	0.3985	\$	0.0133	\$	0.7970	\$	0.5579
Myanmar (Burma)	95	\$	0.2465	\$	0.0082	\$	0.4930	\$	0.3451
Nakhodka	7	\$	0.2537	\$	0.0085	\$	0.5075		N/A
Namibia	264	\$	0.2975	\$	0.0099	\$	0.5950	\$	0.4165
Nauru	674	\$	0.3965	\$	0.0132	\$	0.7931	\$	0.7931
Nepal	977	\$	0.4378	\$	0.0146	\$	0.8755	\$	0.6129
NETHERLANDS	31	\$	0.0755	\$	0.0025	\$	0.1510	\$	0.1057
Netherlands Antilles	599	\$	0.1311	\$	0.0044	\$	0.2621	\$	0.1835
Nevis	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
New Caledonia	687	\$	0.4053	\$	0.0135	\$	0.8106	\$	0.5675
NEW ZEALAND	64	\$	0.1471	\$	0.0049	\$	0.2941	\$	0.2059

Nicaragua	505	\$	0.2338	\$	0.0078	\$	0.4675	\$	0.3273
Niger Republic	227	\$	0.3745	\$	0.0125	\$	0.7490	\$	0.5243
NIGERIA	234	\$	0.2295	\$	0.0077	\$	0.4590	\$	0.3213
Niue	683	\$	0.5248	\$	0.0175	\$	1.0497	\$	0.7348
Norfolk Island	672	\$	0.4505	\$	0.0150	\$	0.9010	\$	0.9010
NORWAY	47	\$	0.0690	\$	0.0023	\$	0.1380	\$	0.0966
Oman	968	\$	0.3630	\$	0.0121	\$	0.7259	\$	0.5081
PAKISTAN	92	\$	0.3328	\$	0.0111	\$	0.6656	\$	0.4659
Palau	680	\$	0.4035	\$	0.0134	\$	0.8070	\$	0.5649
PANAMA	507	\$	0.2040	\$	0.0068	\$	0.4080	\$	0.2856
Papua New Guinea	675	\$	0.2720	\$	0.0091	\$	0.5440	\$	0.5440
Paraguay	595	\$	0.2635	\$	0.0088	\$	0.5270	\$	0.3689
PERU	51	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
PHILIPPINES	63	\$	0.1993	\$	0.0066	\$	0.3987	\$	0.2791
POLAND	48	\$	0.1394	\$	0.0046	\$	0.2789	\$	0.1952
PORTUGAL	351	\$	0.1360	\$	0.0045	\$	0.2720	\$	0.1904
Qatar	974	\$	0.3145	\$	0.0105	\$	0.6290	\$	0.4403
Reunion Island	262	\$	0.3670	\$	0.0122	\$	0.7341	\$	0.5138
ROMANIA	40	\$	0.2225	\$	0.0074	\$	0.4451	\$	0.3115
RUSSIA	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Rwanda	250	\$	0.5325	\$	0.0177	\$	1.0650	\$	0.7455
Saipan	670	\$	0.1833	\$	0.0061	\$	0.3666		N/A
Sakhalin	7	\$	0.2537	\$	0.0085	\$	0.5075		N/A
San Marino	378	\$	0.1543	\$	0.0051	\$	0.3086	\$	0.2160
Sao Tome	239	\$	0.5063	\$	0.0169	\$	1.0127	\$	1.0127
SAUDI ARABIA	966	\$	0.2588	\$	0.0086	\$	0.5177	\$	0.3624
Senegal Republic	221	\$	0.3570	\$	0.0119	\$	0.7140	\$	0.4998
Seychelles Islands	248	\$	0.4718	\$	0.0157	\$	0.9435	\$	0.6605
Sierra Leone	232	\$	0.3425	\$	0.0114	\$	0.6849	\$	0.4795
SINGAPORE	65	\$	0.1001	\$	0.0033	\$	0.2002	\$	0.1401
Slovakia	42	\$	0.1593	\$	0.0053	\$	0.3187	\$	0.2231
Slovenia	386	\$	0.1874	\$	0.0062	\$	0.3749	\$	0.2624
Solomon Islands	677	\$	0.3455	\$	0.0115	\$	0.6910	\$	0.6910
Somalia	252	\$	0.6062	\$	0.0202	\$	1.2124	\$	0.8486
SOUTH AFRICA	27	\$	0.1648	\$	0.0055	\$	0.3295	\$	0.2307
SPAIN	34	\$	0.1275	\$	0.0043	\$	0.2550	\$	0.1785
SRI LANKA	94	\$	0.4157	\$	0.0139	\$	0.8313	\$	0.5819
St. Helena	290	\$	0.5695	\$	0.0190	\$	1.1390	\$	1.1390
St. Kitts	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
St. Lucia	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
St.Pierre/Miquelon	508	\$	0.1556	\$	0.0052	\$	0.3113	\$	0.2179
St. Vincent/Grenadines	*	\$	0.2125	\$	0.0071	\$	0.4250	\$	0.2975
Sudan	249	\$	0.2168	\$	0.0072	\$	0.4335	\$	0.3035
Suriname	597	\$	0.3358	\$	0.0112	\$	0.6715	\$	0.4701
Swaziland	268	\$	0.2426	\$	0.0081	\$	0.4853	\$	0.3397
SWEDEN	46	\$	0.0690	\$	0.0023	\$	0.1380	\$	0.0966
SWITZERLAND	41	\$	0.0755	\$	0.0025	\$	0.1510	\$	0.1057
Syria	963	\$	0.4167	\$	0.0139	\$	0.8334	\$	0.5834
TAIWAN	886	\$	0.1398	\$	0.0047	\$	0.2797	\$	0.1958
Tajikistan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Tanzania	255	\$	0.3546	\$	0.0118	\$	0.7092	\$	0.4965
THAILAND	66	\$	0.2338	\$	0.0078	\$	0.4675	\$	0.3273
Togo, Rep. of	228	\$	0.3060	\$	0.0102	\$	0.6120	\$	0.4284
Tokelau	690	\$	0.1275	\$	0.0043	\$	0.2550	\$	0.2550
Tonga Islands	676	\$	0.3798	\$	0.0127	\$	0.7596	\$	0.5317
TRINIDAD & TOBAGO	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916

Tunisia	216	\$	0.2124	\$	0.0071	\$	0.4248	\$	0.2974
TURKEY	90	\$	0.1832	\$	0.0061	\$	0.3664	\$	0.2564
Turkmenistan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Turks/Caicos	*	\$	0.2168	\$	0.0072	\$	0.4335	\$	0.3035
Tuvalu	688	\$	0.5744	\$	0.0191	\$	1.1488	\$	0.8041
Uganda	256	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927
Ukraine	380	\$	0.2448	\$	0.0082	\$	0.4895	\$	0.3427
UNITED ARAB EMIRATES	971	\$	0.2040	\$	0.0068	\$	0.4080	\$	0.2856
UNITED KINGDOM	44	\$	0.0417	\$	0.0014	\$	0.0833	\$	0.0583
URUGUAY	598	\$	0.2423	\$	0.0081	\$	0.4845	\$	0.3392
Uzbekistan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Vanuatu	678	\$	0.4743	\$	0.0158	\$	0.9487	\$	0.6641
Vatican City	39	\$	0.1174	\$	0.0039	\$	0.2349		N/A
VENEZUELA	58	\$	0.1315	\$	0.0044	\$	0.2630	\$	0.1841
VIETNAM	84	\$	0.3485	\$	0.0116	\$	0.6970	\$	0.4879
Wallis and Futuna Islands	681	\$	0.6205	\$	0.0207	\$	1.2410	\$	1.2410
Western Samoa	685	\$	0.3230	\$	0.0108	\$	0.6460	\$	0.4522
Yemen Arab Republic	967	\$	0.3103	\$	0.0103	\$	0.6205	\$	0.4344
Yemen Democratic Republic	696	\$	0.3103	\$	0.0103	\$	0.6205	\$	0.4344
YUGOSLAVIA	381	\$	0.2057	\$	0.0069	\$	0.4115	\$	0.2880
Zaire, Rep. of	243	\$	0.2618	\$	0.0087	\$	0.5236	\$	0.3665
Zambia	260	\$	0.2763	\$	0.0092	\$	0.5525	\$	0.3868
Zimbabwe	263	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927

**Qwest Communications
State of Michigan / Link Michigan
OMR 129115**

**PRICING MATRIX 18 MONTH
REVIEW**

Qwest Internet Port Prices:

Requested/Approved Rates

Flat Rate Pricing Bandwidth	MRC List Pricing
DS-1 / 1.544 Mgbs	\$252.00
DS-3 / 45 Mgbs	\$2,520.00
OC3 / 155 Mgbs	\$6,930.00
OC12 / 622 Mgbs	\$25,200.00

Qwest Private Port Prices:

Requested/Approved Rates

DS-1 / 1.544 Mgbs	\$450.00
DS-3 / 45 Mgbs	\$4,500.00
OC3 / 155 Mgbs	\$11,715.00

Qwest Communications
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OMR 129115

Audioconferencing Service Prices:

Tier 1: 0-1 Million MOU		Monthly Usage
Reservationless Toll	\$0.09	0-83,000 Per minute/Per Participant
Reservationless Toll Free	\$0.11	0-83,000 Per Minute/Per Participant
Tier 2: 1-2 Million MOU		
Reservationless Toll	\$0.073	83,000-166,000 Per Minute/Per Participant
Reservationless Toll Free	\$0.088	83,000-166,000 Per Minute/Per Participant
Tier 3: 2-3 Million MOU		
Reservationless Toll	\$0.055	166,000-250,000 Per Minute/Per Participant
Reservationless Toll Free	\$0.076	166,000-250,000 Per Minute/Per Participant
Tier 4: 3 Million + MOU		
Reservationless Toll	\$0.040	250,000+ Per Minute/Per Participant
Reservationless Toll Free	\$0.065	250,000+ Per Minute/Per Participant
Passcode Toll	\$0.12	Per Minute/Per Participant
Passcode Toll Free	\$0.14	Per Minute/Per Participant
Toll Meet-Me	\$0.18	Per Minute - Operator Assisted
Toll Free Meet-Me	\$0.28	Per Minute - Operator Assisted
Operator Dial Out	\$0.32	Per Minute/Per Participant
Operator Dial Out Inter.	\$0.32	Plus outbound rate for particular country
Web Conferencing/Document Sharing	\$0.07	Per Minute/Per Participant
Streaming - live call	\$0.27	Per Minute Per line/plus \$375.00 set-up fees if less than 100 participants on the audio call

Qwest Communications
State of Michigan / Link Michigan
OMR 129115

CPE Prices:

Pricing for Juniper Products*

1. We will sell Juniper products at a discount off of the manufacturer's list price according to category in the matrix below.
2. Shipping and handling charges of .5% of the product list price will apply.
3. Installation and maintenance services may be provided by Qwest or we may sell Juniper branded services.
4. Services would be priced equal to the Juniper published list price for services.
5. Margins would not allow us to pay a commission to MSC on these products or services.
6. Asterisk denotes products would not be sold without a maintenance plan.

Product Category	Discount off List Price
M-series	33%
T-series	33%
E-series	33%
J-series	33%
Security Products group	33%
WX-series	33%
DX series	33%
Juniper Maintenance / Support	5%

Qwest Communications
State of Michigan / Link Michigan
OMR 129115
Q Routing Prices:

Product Description	Unit NRC Price	Unit MRC Price
Q Routing Bundled Agent Packages		24 Month
Quick Launch Agent	Waived	\$60.00
Skills Based Agent	Waived	\$75.00
CTI Based Agent	Waived	\$85.00
Web Bundle Standalone Agent	Waived	\$145.00
Outbound Only Agent	Waived	\$150.00
Supervisor Standalone	Waived	\$80.00
Q Routing Agent Package Migrations		
Basic to Skills	Waived	\$30.00
Basic to CTI	Waived	\$50.00
Skills to CTI	Waived	\$30.00
Q Routing Web Applications		
Web Bundle Blended Agent Add On (Includes Email, Chat, Call Back, Call Through)	Waived	\$85.00
Q Routing Outbound		
Outbound Blended Agent Add On	Waived	\$105.00
Q Routing Work Force Management		
WFM Bundle Add On	Waived	\$65.00
WFM Sched Frcst Add On	Waived	\$55.00
WFM Adherem Add On	Waived	\$35.00
Q Routing Enhanced Desktop	Waived	\$32.00

AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358

BETWEEN SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES

AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

THIS AMENDMENT to the Master Services Contract – 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. dba AT&T Global Services ("AT&T") and State of Michigan Department of Management and Budget ("Customer" or "State of Michigan").

WITNESSETH:

WHEREAS, AT&T and Customer entered into a Master Services Contract – 071B3001358 dated on or about November 18th, 2003 – CN# 20031118-0951, as from time to time amended / extended (the "Agreement") and due to expire on or about October 31, 2009; and

WHEREAS, Customer desires to add and AT&T desires to add SONET OC3 Services for a term of thirty-six (36) months; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree to amend the Agreement as follows:

1. **Scope.** Customer requests and AT&T agrees to amend the existing Agreement to provide for SONET OC3 Services as described under AT&T's Michigan Catalog for such Services, for the designated location(s) set forth herein.
2. **SONET Service.** The SONET OC-3 Services offered under this Amendment provide analog or digital transport between a Customer designated premises to another Customer designated premises or a Customer designated premises to an AT&T location where bridging, cross-connection, or multiplexing functions are performed. The Services support an approximate bandwidth of 300 - 3,000 Hz (Analog); 2.4, 4.8, 9.6, 19.2, 56, 64 Kbps (Base Rate ~ Digital); 1.544 Mbps (DS1 ~ Digital) and 44.736 Mbps (DS3 ~ Digital).

SONET defines optical carrier ("OC") levels and electrically equivalent synchronous transport signals ("STS"). More specifically, SONET describes an underlying transport network positioned to transport new services in a synchronous networking environment. With synchronous transmission, the transmitter and receiver are synchronized, allowing channelized information to be extracted without de-multiplexing the entire data stream. Synchronous transmission provides simpler and more flexible multiplexing. SONET allows for quicker service provisioning, simpler network maintenance with built-in performance monitoring, enhanced reliability with fiber optic deployment and increased survivability.

The following table describes AT&T's SONET-based service:

	OC-3 Service
Speed	155.52 Mbps
STS Signals	STS-3 and STS-1 Signals
Payload Mapping	DS1, DS3, VT1.5, STS-1, ATM, FDDI

AT&T's OC-3 service is a dedicated broadband service that provides point-to point, full-duplex, digital transmission using the SONET platform. OC-3 service can be used to provide an end-to-end solution connecting one customer premise to another customer premise, or to connect one customer premise to the AT&T network.

3. AT&T represents and Customer understands that SONET OC3 Services are available under a term commitment and in the event Customer elects to terminate either of the Services prior to completion of the Term for reasons other than for cause, Customer shall be liable for early termination charges as set forth herein.
4. **Term.** The term for the SONET OC3 Services selected by Customer is approximately thirty-six (36) months, commencing upon installation of the Service and ending thirty-six (36) months from the date of installation ("Term").
5. **Authorization.** Customer is aware that, absent an amendment to extend, the Agreement is currently due to expire October 31, 2009. Customer acknowledges and understands that the Term of the SONET OC-3 Service is 36 months and therefore extends beyond the term of the Agreement. Notwithstanding the foregoing, Customer agrees that, in the event the Agreement expires prior to the Term of the Amendment, Customer shall be bound by the terms and conditions of the Agreement, and such terms and conditions shall remain in full force and effect with respect to the SONET OC-#

Service that is the subject of this Amendment. Customer agrees that it and its authorized signers have the authority to commit to this arrangement, and agrees to perform consistent with its obligations under the Agreement and this Amendment.

6. **Termination Liability.** In the event that Customer terminates the SONET OC-3 Service during the Term of this Amendment, Customer shall be liable to AT&T for early termination charges. Early termination charges shall include any unpaid Special Construction or non-recurring charge (excluding any waived charges); plus fifty percent (50%) of the monthly price set forth herein, multiplied by the number of months remaining in the term of this Amendment at the point of termination. Termination Liability applies for all rate elements under Amendment.
7. **Jurisdiction.** Customer acknowledges and certifies that the total interstate traffic (including internet traffic) for SONET OC3 Services constitutes ten percent (10%) or less of the traffic on the Service.
8. **Moves, Additions and Changes.** AT&T represents and Customer understands that provision of the SONET OC-3 Services set forth hereunder, including price and/or term length shall not apply to future moves, additions and/or changes of these specific Services throughout the remaining Term of the Master Services Contract, unless otherwise agreed upon in writing between the parties at the time of any such move, addition or change. In the event Customer elects to move, add or change such Services set forth herein, SBC shall provide specific pricing estimates based upon the proposed move, add or change being requested.
9. **Contingencies.** AT&T represents and Customer understands that the provision and pricing of the suite of Services set forth hereunder must be accepted and established by Customer in whole and not in part at the onset of this Amendment.

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10. **Rates and Charges.** The monthly rates and non recurring charges for the Services selected by Customer are as follows:

Product	Type	USOC	New Quantity	Existing Quantity	Monthly Recurring Charge, each	Non-Recurring Charge, each	Monthly Recurring Charge, extended	Non-Recurring Charge, extended
OCN	ADMINISTRATIVE CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	CUSTOMER CONNECTION CHARGE	0	2	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	DESIGN AND C.O. CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE	0	199	0	\$70.00	\$0.00	\$13,930.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE	0	2	0	\$375.00	\$0.00	\$750.00	\$0.00
OCN	TERMINATION OC-3, LOCAL DISTRIBUTION CHANNEL	0	2	0	\$1,125.00	\$0.00	\$2,250.00	\$0.00
OCN	ADMINISTRATIVE CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	CUSTOMER CONNECTION CHARGE	0	2	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	DESIGN AND C.O. CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE	0	137	0	\$70.00	\$0.00	\$9,590.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE	0	2	0	\$375.00	\$0.00	\$750.00	\$0.00
OCN	TERMINATION OC-3, LOCAL DISTRIBUTION CHANNEL	0	2	0	\$1,125.00	\$0.00	\$2,250.00	\$0.00
					TOTAL:	\$0.00	\$29,520.00	\$0.00

11. **Service Configuration.** The Service shall be configured as provided below:

The locations for the SONET OC3 Site #1 are as follows:

<i>Locations:</i>	
MCCYMIBH	GDRPMIBAH03
SWC: MCCYMIMN	SWC: GDRPMIBL
104 Straights	29 Pearl Street,
Mackinaw City, MI	Grand Rapids, MI
1 OC3C PTP	1 OC3 PTP
2 Fiber Hand Off	2 Fiber Handoff

The Locations for the SONET OC3 Site #2 are as follows:

<i>Locations:</i>	
MRQTMISC	STIGMIOA
SWC: MRQTMIMN	SWC: STIGMIMN
3255 US 41 West,	901 Graham St,
Marquette, MI	Ignace, MI
OC3C PTP	OC3 PTP
2 Fiber Hand Off	2 Fiber Handoff

Construction Notes for SONET OC3 Services:

At the customer premises site(s), customer may be required to provide:

- Structure/conduit from the property line to the AT&T point of presence.
- Power, ground, and floor space at the AT&T point of presence (This request may require additional floor space for AT&T furnished -48vdc power supply bay, AT&T network equipment bay and AT&T network demarcation bay).
- Provisioning of service is to the AT&T network interface (e.g. demarc, point of presence) at each location unless otherwise noted.

12. The Agreement and this Amendment constitute the entire and exclusive agreement between Customer and AT&T concerning SONET OC3 Services which supersedes all proposals or prior agreements, oral or written, and all other communications between Customer and AT&T with respect to the specific service provided under this Amendment. In the event of any conflict, inconsistency or incongruity between the terms of this Amendment and any term of the Agreement or Catalog, this Amendment shall govern and control.
13. Except as otherwise provided in this Amendment, no modification, amendment, supplement to or waiver of this Amendment, the Agreement, or any of their respective provisions, shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL
SERVICES, INC.**

By:

Signature

Title

Date

By:

Signature

Title

Date

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

August 13, 2007

**CHANGE NOTICE NO. 30
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And**

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 <p align="right">Ro6361@att.com</p>	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/ M/C
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Merit Network, Inc. 4251 Plymouth Road, Suite 2000 AnnArbor, MI 48105 <p align="right">nfpsupport@merti.edu</p>	TELEPHONE Jason Russell (734) 615-6110
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 <p align="right">tim.briggs@quest.com</p>	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 <p align="right">bill.graham@verizon.com</p>	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris <p align="center">LINK MI – DIT Telecom/Statewide</p>	
CONTRACT From: September 1, 2003 To: October 31, 2009 PERIOD: BUYER/CA Douglas Collier (517) 335-4804 collierd1@michigan.gov	
Contract Compliance Inspector: Jack Harris <p align="center">LINK MI – DIT Telecom/Statewide</p>	
CONTRACT From: September 1, 2003 To: October 31, 2009 PERIOD:	

TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

This Amendment of the Master Services Contract - #071B3001358 is between AT&T Global Services, Merit Network Inc., Qwest Communications, Verizon North Inc. (Verizon Business), and State of Michigan Department of Management and Budget, which includes Contract Change Notice #6 assigning Merit, Qwest and Verizon, individual Contract Number(s) as follows:

Qwest Communications - 071B4200180

Merit Network, Inc. - 071B4200179

Verizon Business - 071B4200181.

This change notice outlines the results of the 18-month technology and pricing review conducted between the State and contract signatories as specified within the contract terms and conditions, and as signed by all parties. Upon issuance of this change notice by DMB Purchasing Operations, the following providers, prices, products, and services hereby replace those items previously listed in the LINK MI contract(s) and change notices. The summary of changes listed below incorporates the results of the 18-month review period concluding on May 17, 2007:

- AT&T – Changes in five statement of work categories, with a net estimated savings to the State of \$660,923: For that saving the State agrees to
 - Cisco CPE State discount increased to 40% contributing savings of \$112,000
 - Audio/Web Conferencing per minute rates reduced (see detail below), contributing savings of \$77,463
 - Central Office (POTS) modifications and reductions (see detail below), contributing savings of \$104,220
 - Contingent upon the State of Michigan maintaining a minimum of 2,500 POTS lines
 - T-1 Pricing- The State's Remote Access Servers utilize seven (7) 'Local' PRI's that cost \$375.36 each, per month, totalling \$2,627.52 per month. AT&T is to convert these circuits to 'Dedicated Access' or under ROAM'Long Distance' PRI T-1's, with a cost of \$110 each, per month. The new Monthly Recurring Charge would be $7 * \$110 = \770 per month. This represents a monthly savings of \$1,857.52, or \$22,290 per year, a 70% reduction.
 - Wide Area Network (WAN) (CBDS) services reduction in network management (see details below) contributing savings of \$310,000
 - The Project Management requirement in the contract is hereby changed from 2.5 people to 2 people
 - The Service Level Agreements (SLA) within the contract are modified to Service Level Objectives (SLO) with no performance credits

- Internet connectivity (tiered OC3) contributing savings of \$34,950
- A \$250,000 annual commitment for data and voice long distance.
- Qwest – Changes in multiple statement of work categories, with a net estimated savings to the State of \$866,034.00
 - Switched/Dedicated Long Distance rates reduced (see detail below), contributing savings of \$421,424
 - IP Long Distance rates reduced (see detail below), contributing savings to the State of \$440,040 (contingent upon successful completion of testing currently in process)
 - OC3 Internet Connectivity rates reduced (see detail below), contributing savings to the State of \$4,570
- Merit – Changes in the Internet Connectivity (tiered Ethernet) statement of work category, with a net estimated savings to the State of \$7,650
- Verizon – Verizon has extended the tier Pricing for ISDN PRI's under the Link-Michigan Contract to the State of Michigan and has reduced the Monthly PRI Access (Flat Rate) from \$685.00 to \$650.00. This is a discount of \$35.00 per month per ISDN PRI, contributing savings to the State of \$9,240

Total resulting savings estimated at: \$1,543,847

Pricing details with per minute rates, contact and ordering information below:

AT&T: Robert O'Brien, (517) 334-3614

Cisco discount	40% off list
Audio Conferencing - reservationless toll free	0.03 /minute/ participant
Web Conferencing	0.15 /minute/ participant
Web Suite (additional conferencing modules)	0.190 cents / min
Reduce POTS rate to Centrex rate (Zones A & B)	\$6.91/line / month
OC3 Managed Internet Service @ 80Mbps	\$4,962.50+75.00 per Mbps (95 Mbps \$6,087.50/month
	\$ 4.36 /Account/Month
ROAM Dialup Access Charges	
AT&T ABN Long Distance Rates:	
Inter-State Long Distance - SW	\$0.0245 /minute
Inter-State Long Distance - DED	\$0.0185 /minute
Intra-State Long Distance - SW	\$0.0245 /minute
Intra-State Long Distance - DED	\$0.0185 /minute
BCPA (Basic Customer Provided Access) Service	\$1,550/month

Qwest: Tim Briggs, (866) 832-0002

Cisco discount	38% off list and will also provide quotes for additional discount on a project by project basis.
Cisco Smartnet	20% Discount State and Local, 30% Education
Inter-State Long Distance - SW	\$0.0210 /minute
Inter-State Long Distance - DED	\$0.0139 /minute
Intra-State Long Distance - SW	\$0.0210 /minute
Intra-State Long Distance - DED	\$0.0139 /minute
Cost of T1 PRI for LD - ACCESS	\$50.00 /month/cross connect
IP Voice - Interstate	\$0.0130 /minute
IP Voice - Intra-state	\$0.0120 /minute

Cost of T1 PRI for LD - ACCESS (local loop) 3C- 3696477	\$50.00 /month/cross connect on OC
Internet Access OC3 / 155 Mgbps (port)	\$6,930.00/month
Directory Assistance	
Interstate rate	\$0.510 per/call
Intrastate rate	\$0.587 per/call
Nationwide Base Rate	\$12.00 /month
Hosted IVR	See Attached Pricing Tab
International Dedicated Service	See Attached Pricing Tab
Qwest Internet Port Prices	See Attached Pricing Tab
Audioconferencing Service Prices	See Attached Pricing Tab
Customer Provided Access Prices	
Applies to Qwest LD terminated at the Norlight and/or Qwest POP's service	\$35.00/per connection on new OC
CPE Prices	See Attached Pricing Tab
Q Routing Prices	See Attached Pricing Tab
Canada Voice Rates	Outbound 0.0299 / Toll Free 0.0500
EZ Route;	
DTMF Menu & Database Routing	Per-call surcharge \$0.03
Speech Recognition Menu & Database Routing	Per-call surcharge \$0.05
Merit: Jason Russell, (734) 615-6110	
9Mbps Managed Internet Service	\$2,025.00/month
12Mbps Internet Services	\$2,610.00/month
Verizon: Bill Graham, (231) 727-1601	
PRI Access (Flat Rate)	\$650.00/ per month per ISDN PRI

This is a mandatory use contract. The changes outlined above replace the items and prices within the existing LINK MI contract(s) for these categories. All other items, prices, terms and conditions remained unchanged.

AUTHORITY/REASON:

Per agency request Jack Harris, Director DIT Telecom, teleconference 8/13/07, and Vendors' final proposals for this 18-month review.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Attachments

Qwest Communications (Hosted IVR Rates)

State of Michigan / Link Michigan

Hosted IVR (Formerly Qwest Web Contact Center)

[Approved Rates](#)



QWCC Basic Components	Approved Price
QWCC DTMF Monthly Subscription (MRC)	\$250
QWCC Speech Recognition Monthly Subscription (MRC)	\$250
QWCC DTMF Virtual Port (per port MRC)	\$75
QWCC Speech Recognition Virtual Port (per port MRC)	\$135
QWCC Text to Speech Module (per port additional MRC)	\$15
QWCC Speech Module (per port additional MRC)	\$65
QWCC Overflow Protection Premium (rate per minute for overflow usage)	
QWCC PG Link for ICP Installation charge (NRC per PG Link)	\$700
QWCC PG Link for ICP monthly maintenance fee (MRC per PG Link)	\$1,400
Additional QWCC Application Development Port (MRC)	\$80
Additional five Application Incidents per month (MRC)	\$0
ACD Connect (NRC per connection)	\$0
ACD Connect (MRC per connection)	\$0
ACD Connect per call charge	
Total	

QWCC Shared Hosted Systems	Approved Price
Use of Shared Hosted Systems for 1 to 10 QWCC Virtual Ports (per port additional MRC)	\$22.50
Use of Shared Hosted Systems for 11 to 50 QWCC Virtual Ports (per port additional MRC)	\$18.75
Use of Shared Hosted Systems for 51 to 200 QWCC Virtual Ports (per port additional MRC)	\$15.00
Use of Shared Hosted Systems for over 200 QWCC Virtual Ports (per port additional MRC)	\$13.50
Total	

QWCC Application Services	Approved Price
QWCC Call Administration Tool Suite (MRC)	\$1,500
QWCC Routing Tool (MRC)	\$375.00
QWCC Survey Tool (MRC)	\$375.00
QWCC Outbound Tool (MRC)	\$375.00
QWCC Qwest Hosted 24x7 Unlimited Incident Application Support (MRC)	\$1,875.00
QWCC Qwest Hosted M-F/8x5 Unlimited Incident Application Support (MRC)	\$1,125.00
QWCC Customer Hosted 24x7 Unlimited Incident Application Support (MRC)	\$2,625.00
QWCC Customer Hosted M-F/8x5 Unlimited Incident Application Support (MRC)	\$1,875.00
QWCC Support Transition Process charge under Unlimited Incident Application Support (NRC)	\$750 .00
Total	

Qwest Communications
State of Michigan / Link Michigan

International Dedicated Service

		Initial	Additional	Current Full	Requested/
		30 Seconds	1 Second	Minute	Approved
Country	Country Code	All times	All times	Rate	Rate
Afghanistan	93	\$ 0.4548	\$ 0.0152	\$ 0.9095	\$ 0.6367
Albania	355	\$ 0.3327	\$ 0.0111	\$ 0.6655	\$ 0.4658
ALGERIA	213	\$ 0.2321	\$ 0.0077	\$ 0.4642	\$ 0.3249
American Samoa	684	\$ 0.2274	\$ 0.0076	\$ 0.4548	\$ 0.3183
Andorra	376	\$ 0.1207	\$ 0.0040	\$ 0.2413	\$ 0.1689
Angola	244	\$ 0.4476	\$ 0.0149	\$ 0.8952	\$ 0.6267
Anguilla	*	\$ 0.1998	\$ 0.0067	\$ 0.3995	\$ 0.2797
Antartica (Casey Base)	672	\$ 0.4093	\$ 0.0136	\$ 0.8186	\$ 0.5730
Antartica (Scott Base)	672	\$ 0.4093	\$ 0.0136	\$ 0.8186	\$ 0.5730
Antigua	*	\$ 0.1913	\$ 0.0064	\$ 0.3825	\$ 0.2678
ARGENTINA	54	\$ 0.1615	\$ 0.0054	\$ 0.3230	\$ 0.2261
Armenia	374	\$ 0.2822	\$ 0.0094	\$ 0.5644	\$ 0.3951
Aruba	297	\$ 0.1345	\$ 0.0045	\$ 0.2690	\$ 0.1883
Ascension Island	247	\$ 0.3297	\$ 0.0110	\$ 0.6593	\$ 0.4615
AUSTRALIA	61	\$ 0.0878	\$ 0.0029	\$ 0.1756	\$ 0.1229
AUSTRIA	43	\$ 0.1033	\$ 0.0034	\$ 0.2066	\$ 0.1446
Azerbaijan	994	\$ 0.2699	\$ 0.0090	\$ 0.5398	\$ 0.3778
Azores	992	\$ 0.1687	\$ 0.0056	\$ 0.3375	N/A
BAHAMAS	*	\$ 0.0850	\$ 0.0028	\$ 0.1700	\$ 0.1190
Bahrain	973	\$ 0.2975	\$ 0.0099	\$ 0.5950	\$ 0.4165
Bangladesh	880	\$ 0.3655	\$ 0.0122	\$ 0.7310	\$ 0.5117
Barbados	*	\$ 0.1730	\$ 0.0058	\$ 0.3460	\$ 0.2422
Belarus	375	\$ 0.2699	\$ 0.0090	\$ 0.5398	\$ 0.3778
BELGIUM	32	\$ 0.1105	\$ 0.0037	\$ 0.2210	\$ 0.1547
Belize	501	\$ 0.2805	\$ 0.0094	\$ 0.5610	\$ 0.3927
Benin	229	\$ 0.2465	\$ 0.0082	\$ 0.4929	\$ 0.3450
BERMUDA	*	\$ 0.1127	\$ 0.0038	\$ 0.2254	\$ 0.1578
Bhutan	975	\$ 0.5984	\$ 0.0199	\$ 1.1968	\$ 0.8378
Bolivia	591	\$ 0.2733	\$ 0.0091	\$ 0.5466	\$ 0.3826
Bosnia & Herzegovina	387	\$ 0.2110	\$ 0.0070	\$ 0.4220	\$ 0.2954
Botswana	267	\$ 0.2720	\$ 0.0091	\$ 0.5440	\$ 0.3808
BRAZIL	55	\$ 0.1743	\$ 0.0058	\$ 0.3485	\$ 0.2440
British Virgin Islands	*	\$ 0.1662	\$ 0.0055	\$ 0.3324	\$ 0.2326
Brunei	673	\$ 0.2276	\$ 0.0076	\$ 0.4552	\$ 0.3186
Bulgaria	359	\$ 0.2009	\$ 0.0067	\$ 0.4017	\$ 0.2812
Burkina Faso	226	\$ 0.2465	\$ 0.0082	\$ 0.4930	\$ 0.3451
Burma (Myanmar)	95	\$ 0.2465	\$ 0.0082	\$ 0.4930	\$ 0.3451
Burundi	257	\$ 0.4939	\$ 0.0165	\$ 0.9877	\$ 0.6914
Cambodia	855	\$ 0.4949	\$ 0.0165	\$ 0.9898	\$ 0.6929
Cameroon	237	\$ 0.2975	\$ 0.0099	\$ 0.5950	\$ 0.4165
Cape Verde Islands	238	\$ 0.2713	\$ 0.0090	\$ 0.5426	\$ 0.3798
CAYMAN ISLANDS	*	\$ 0.1874	\$ 0.0062	\$ 0.3749	\$ 0.2624
Central African Republic	236	\$ 0.4353	\$ 0.0145	\$ 0.8707	\$ 0.6095
Chad	235	\$ 0.6900	\$ 0.0230	\$ 1.3800	\$ 0.9660
CHILE	56	\$ 0.1425	\$ 0.0047	\$ 0.2849	\$ 0.1994
CHINA	86	\$ 0.2933	\$ 0.0098	\$ 0.5865	\$ 0.4106
Christmas and Cocos Islands	672	\$ 0.4183	\$ 0.0139	\$ 0.8367	\$ 0.5857

COLOMBIA	57	\$	0.1998	\$	0.0067	\$	0.3995	\$	0.2797
Comoros	269	\$	0.4939	\$	0.0165	\$	0.9877	\$	0.6914
Congo	242	\$	0.3903	\$	0.0130	\$	0.7806	\$	0.5464
Cook Islands	682	\$	0.5401	\$	0.0180	\$	1.0802	\$	0.7561
COSTA RICA	506	\$	0.1870	\$	0.0062	\$	0.3740	\$	0.2618
Croatia	385	\$	0.1832	\$	0.0061	\$	0.3664	\$	0.2564
Cuba	53	\$	0.2423	\$	0.0081	\$	0.4845	\$	0.4845
Cyprus	357	\$	0.2084	\$	0.0069	\$	0.4168	\$	0.2917
CZECH REPUBLIC	42	\$	0.1593	\$	0.0053	\$	0.3187	\$	0.2231
DENMARK	45	\$	0.1066	\$	0.0036	\$	0.2132	\$	0.1492
Diego Garcia	246	\$	0.4250	\$	0.0142	\$	0.8500	\$	0.8500
Djibouti	253	\$	0.3371	\$	0.0112	\$	0.6741	\$	0.4719
Dominica	*	\$	0.2077	\$	0.0069	\$	0.4155	\$	0.2908
DOMINICAN REPUBLIC	*	\$	0.1266	\$	0.0042	\$	0.2532	\$	0.1773
Ecuador	593	\$	0.2125	\$	0.0071	\$	0.4250	\$	0.2975
EGYPT	20	\$	0.2550	\$	0.0085	\$	0.5100	\$	0.3570
EL SALVADOR	503	\$	0.2040	\$	0.0068	\$	0.4080	\$	0.2856
Equatorial Guinea	240	\$	0.5483	\$	0.0183	\$	1.0965	\$	0.7676
Eritrea	291	\$	0.3528	\$	0.0118	\$	0.7055	\$	0.4939
Estonia	372	\$	0.1700	\$	0.0057	\$	0.3400	\$	0.2380
ETHIOPIA	251	\$	0.3868	\$	0.0129	\$	0.7735	\$	0.5415
Faeroe Islands	298	\$	0.1609	\$	0.0054	\$	0.3218	\$	0.2253
Falkland Islands	500	\$	0.3693	\$	0.0123	\$	0.7386	\$	0.7386
Fiji Islands	679	\$	0.3740	\$	0.0125	\$	0.7480	\$	0.5236
FINLAND	358	\$	0.1073	\$	0.0036	\$	0.2146	\$	0.1502
FRANCE	33	\$	0.0676	\$	0.0023	\$	0.1352	\$	0.0946
French Antilles	596	\$	0.1955	\$	0.0065	\$	0.3910	\$	0.2737
French Guiana	594	\$	0.2247	\$	0.0075	\$	0.4494	\$	0.3146
French Polynesia	689	\$	0.2822	\$	0.0094	\$	0.5644	\$	0.3951
Gabon Republic	241	\$	0.2763	\$	0.0092	\$	0.5525	\$	0.3868
Gambia	220	\$	0.2423	\$	0.0081	\$	0.4845	\$	0.3392
Georgia, Republic of	995	\$	0.3060	\$	0.0102	\$	0.6120	\$	0.4284
GERMANY	49	\$	0.0497	\$	0.0017	\$	0.0995	\$	0.0696
GHANA	233	\$	0.2124	\$	0.0071	\$	0.4248	\$	0.2974
Gibraltar	350	\$	0.2062	\$	0.0069	\$	0.4123	\$	0.2886
GREECE	30	\$	0.1752	\$	0.0058	\$	0.3505	\$	0.2453
Greenland	299	\$	0.2027	\$	0.0068	\$	0.4054	\$	0.4054
Grenada	*	\$	0.2125	\$	0.0071	\$	0.4250	\$	0.2975
Guadeloupe	590	\$	0.1873	\$	0.0062	\$	0.3745	\$	0.2622
GUAM	671	\$	0.1275	\$	0.0043	\$	0.2550		N/A
Guantanamo Bay	5399	\$	0.2295	\$	0.0077	\$	0.4590	\$	0.4590
GUATEMALA	502	\$	0.1785	\$	0.0060	\$	0.3570	\$	0.2499
Guinea	224	\$	0.3621	\$	0.0121	\$	0.7242	\$	0.5069
Guinea-Bissau	245	\$	0.5281	\$	0.0176	\$	1.0563	\$	0.7394
GUYANA	592	\$	0.2937	\$	0.0098	\$	0.5874	\$	0.4111
HAITI	509	\$	0.2015	\$	0.0067	\$	0.4029	\$	0.2820
HONDURAS	504	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
HONG KONG	852	\$	0.1095	\$	0.0036	\$	0.2190	\$	0.1533
HUNGARY	36	\$	0.1445	\$	0.0048	\$	0.2890	\$	0.2023
ICELAND	354	\$	0.1318	\$	0.0044	\$	0.2635	\$	0.1845
INDIA	91	\$	0.2546	\$	0.0085	\$	0.5092	\$	0.3564
INDONESIA	62	\$	0.2295	\$	0.0077	\$	0.4590	\$	0.3213
INMARSAT-East Atlantic	871	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140
INMARSAT-Indian Ocean	873	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140
INMARSAT-Pacific Ocean	872	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140
INMARSAT-West Atlantic	874	\$	2.7243	\$	0.0908	\$	5.4485	\$	3.8140

IRAN	98	\$	0.3443	\$	0.0115	\$	0.6885	\$	0.4820
Iraq	964	\$	0.3825	\$	0.0128	\$	0.7650	\$	0.5355
IRELAND	353	\$	0.1105	\$	0.0037	\$	0.2210	\$	0.1547
ISRAEL	972	\$	0.1165	\$	0.0039	\$	0.2329	\$	0.1630
ITALY	39	\$	0.0935	\$	0.0031	\$	0.1870	\$	0.1309
Ivory Coast	225	\$	0.3542	\$	0.0118	\$	0.7083	\$	0.4958
JAMAICA	*	\$	0.1970	\$	0.0066	\$	0.3940	\$	0.2758
JAPAN	81	\$	0.0878	\$	0.0029	\$	0.1756	\$	0.1229
Jordan	962	\$	0.2890	\$	0.0096	\$	0.5780	\$	0.4046
Kazakhstan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
KENYA	254	\$	0.3022	\$	0.0101	\$	0.6044	\$	0.4230
Kiribati	686	\$	0.5043	\$	0.0168	\$	1.0086	\$	0.7060
KOREA, Dem. People's Rep. of (North)	850	\$	0.8415	\$	0.0281	\$	1.6830	\$	1.1781
KOREA, Rep. of (South)	82	\$	0.1743	\$	0.0058	\$	0.3485	\$	0.2440
KUWAIT	965	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927
Kyrgyzstan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Laos	856	\$	0.5794	\$	0.0193	\$	1.1589	\$	0.8112
Latvia	371	\$	0.2219	\$	0.0074	\$	0.4437	\$	0.3106
LEBANON	961	\$	0.3323	\$	0.0111	\$	0.6646	\$	0.4652
Lesotho	266	\$	0.3145	\$	0.0105	\$	0.6290	\$	0.4403
Liberia	231	\$	0.1998	\$	0.0067	\$	0.3995	\$	0.2797
Libya	218	\$	0.3230	\$	0.0108	\$	0.6460	\$	0.4522
Liechtenstein	41	\$	0.0755	\$	0.0025	\$	0.1510	\$	0.1057
Lithuania	370	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927
Luxembourg	352	\$	0.1275	\$	0.0043	\$	0.2550	\$	0.1785
Macao	853	\$	0.2321	\$	0.0077	\$	0.4642	\$	0.3249
Macedonia	389	\$	0.2189	\$	0.0073	\$	0.4378	\$	0.3064
Madagascar	261	\$	0.6898	\$	0.0230	\$	1.3796	\$	0.9657
Malawi	265	\$	0.1955	\$	0.0065	\$	0.3910	\$	0.2737
MALAYSIA	60	\$	0.1700	\$	0.0057	\$	0.3400	\$	0.2380
Maldives	960	\$	0.3887	\$	0.0130	\$	0.7774	\$	0.5442
Mali Republic	223	\$	0.3666	\$	0.0122	\$	0.7332	\$	0.5132
Malta	356	\$	0.2124	\$	0.0071	\$	0.4248	\$	0.2974
Marshall Islands	692	\$	0.5166	\$	0.0172	\$	1.0332	\$	0.7232
Martinique (French Antilles)	596	\$	0.1955	\$	0.0065	\$	0.3910	\$	0.2737
Mauritania	222	\$	0.3595	\$	0.0120	\$	0.7189	\$	0.5033
Mauritius	230	\$	0.3323	\$	0.0111	\$	0.6646	\$	0.4652
Mayotte Island	269	\$	0.4378	\$	0.0146	\$	0.8757	\$	0.6130
Micronesia	691	\$	0.3655	\$	0.0122	\$	0.7310	\$	0.5117
Moldova	373	\$	0.3191	\$	0.0106	\$	0.6383	\$	0.4468
Monaco	33	\$	0.1029	\$	0.0034	\$	0.2058	\$	0.1440
Mongolian People's Republic	976	\$	0.5401	\$	0.0180	\$	1.0802	\$	0.7561
Montserrat	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
MOROCCO	212	\$	0.2455	\$	0.0082	\$	0.4910	\$	0.3437
Mozambique	258	\$	0.3985	\$	0.0133	\$	0.7970	\$	0.5579
Myanmar (Burma)	95	\$	0.2465	\$	0.0082	\$	0.4930	\$	0.3451
Nakhodka	7	\$	0.2537	\$	0.0085	\$	0.5075		N/A
Namibia	264	\$	0.2975	\$	0.0099	\$	0.5950	\$	0.4165
Nauru	674	\$	0.3965	\$	0.0132	\$	0.7931	\$	0.7931
Nepal	977	\$	0.4378	\$	0.0146	\$	0.8755	\$	0.6129
NETHERLANDS	31	\$	0.0755	\$	0.0025	\$	0.1510	\$	0.1057
Netherlands Antilles	599	\$	0.1311	\$	0.0044	\$	0.2621	\$	0.1835
Nevis	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
New Caledonia	687	\$	0.4053	\$	0.0135	\$	0.8106	\$	0.5675
NEW ZEALAND	64	\$	0.1471	\$	0.0049	\$	0.2941	\$	0.2059

Nicaragua	505	\$	0.2338	\$	0.0078	\$	0.4675	\$	0.3273
Niger Republic	227	\$	0.3745	\$	0.0125	\$	0.7490	\$	0.5243
NIGERIA	234	\$	0.2295	\$	0.0077	\$	0.4590	\$	0.3213
Niue	683	\$	0.5248	\$	0.0175	\$	1.0497	\$	0.7348
Norfolk Island	672	\$	0.4505	\$	0.0150	\$	0.9010	\$	0.9010
NORWAY	47	\$	0.0690	\$	0.0023	\$	0.1380	\$	0.0966
Oman	968	\$	0.3630	\$	0.0121	\$	0.7259	\$	0.5081
PAKISTAN	92	\$	0.3328	\$	0.0111	\$	0.6656	\$	0.4659
Palau	680	\$	0.4035	\$	0.0134	\$	0.8070	\$	0.5649
PANAMA	507	\$	0.2040	\$	0.0068	\$	0.4080	\$	0.2856
Papua New Guinea	675	\$	0.2720	\$	0.0091	\$	0.5440	\$	0.5440
Paraguay	595	\$	0.2635	\$	0.0088	\$	0.5270	\$	0.3689
PERU	51	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
PHILIPPINES	63	\$	0.1993	\$	0.0066	\$	0.3987	\$	0.2791
POLAND	48	\$	0.1394	\$	0.0046	\$	0.2789	\$	0.1952
PORTUGAL	351	\$	0.1360	\$	0.0045	\$	0.2720	\$	0.1904
Qatar	974	\$	0.3145	\$	0.0105	\$	0.6290	\$	0.4403
Reunion Island	262	\$	0.3670	\$	0.0122	\$	0.7341	\$	0.5138
ROMANIA	40	\$	0.2225	\$	0.0074	\$	0.4451	\$	0.3115
RUSSIA	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Rwanda	250	\$	0.5325	\$	0.0177	\$	1.0650	\$	0.7455
Saipan	670	\$	0.1833	\$	0.0061	\$	0.3666		N/A
Sakhalin	7	\$	0.2537	\$	0.0085	\$	0.5075		N/A
San Marino	378	\$	0.1543	\$	0.0051	\$	0.3086	\$	0.2160
Sao Tome	239	\$	0.5063	\$	0.0169	\$	1.0127	\$	1.0127
SAUDI ARABIA	966	\$	0.2588	\$	0.0086	\$	0.5177	\$	0.3624
Senegal Republic	221	\$	0.3570	\$	0.0119	\$	0.7140	\$	0.4998
Seychelles Islands	248	\$	0.4718	\$	0.0157	\$	0.9435	\$	0.6605
Sierra Leone	232	\$	0.3425	\$	0.0114	\$	0.6849	\$	0.4795
SINGAPORE	65	\$	0.1001	\$	0.0033	\$	0.2002	\$	0.1401
Slovakia	42	\$	0.1593	\$	0.0053	\$	0.3187	\$	0.2231
Slovenia	386	\$	0.1874	\$	0.0062	\$	0.3749	\$	0.2624
Solomon Islands	677	\$	0.3455	\$	0.0115	\$	0.6910	\$	0.6910
Somalia	252	\$	0.6062	\$	0.0202	\$	1.2124	\$	0.8486
SOUTH AFRICA	27	\$	0.1648	\$	0.0055	\$	0.3295	\$	0.2307
SPAIN	34	\$	0.1275	\$	0.0043	\$	0.2550	\$	0.1785
SRI LANKA	94	\$	0.4157	\$	0.0139	\$	0.8313	\$	0.5819
St. Helena	290	\$	0.5695	\$	0.0190	\$	1.1390	\$	1.1390
St. Kitts	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
St. Lucia	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916
St.Pierre/Miquelon	508	\$	0.1556	\$	0.0052	\$	0.3113	\$	0.2179
St. Vincent/Grenadines	*	\$	0.2125	\$	0.0071	\$	0.4250	\$	0.2975
Sudan	249	\$	0.2168	\$	0.0072	\$	0.4335	\$	0.3035
Suriname	597	\$	0.3358	\$	0.0112	\$	0.6715	\$	0.4701
Swaziland	268	\$	0.2426	\$	0.0081	\$	0.4853	\$	0.3397
SWEDEN	46	\$	0.0690	\$	0.0023	\$	0.1380	\$	0.0966
SWITZERLAND	41	\$	0.0755	\$	0.0025	\$	0.1510	\$	0.1057
Syria	963	\$	0.4167	\$	0.0139	\$	0.8334	\$	0.5834
TAIWAN	886	\$	0.1398	\$	0.0047	\$	0.2797	\$	0.1958
Tajikistan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Tanzania	255	\$	0.3546	\$	0.0118	\$	0.7092	\$	0.4965
THAILAND	66	\$	0.2338	\$	0.0078	\$	0.4675	\$	0.3273
Togo, Rep. of	228	\$	0.3060	\$	0.0102	\$	0.6120	\$	0.4284
Tokelau	690	\$	0.1275	\$	0.0043	\$	0.2550	\$	0.2550
Tonga Islands	676	\$	0.3798	\$	0.0127	\$	0.7596	\$	0.5317
TRINIDAD & TOBAGO	*	\$	0.2083	\$	0.0069	\$	0.4165	\$	0.2916

Tunisia	216	\$	0.2124	\$	0.0071	\$	0.4248	\$	0.2974
TURKEY	90	\$	0.1832	\$	0.0061	\$	0.3664	\$	0.2564
Turkmenistan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Turks/Caicos	*	\$	0.2168	\$	0.0072	\$	0.4335	\$	0.3035
Tuvalu	688	\$	0.5744	\$	0.0191	\$	1.1488	\$	0.8041
Uganda	256	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927
Ukraine	380	\$	0.2448	\$	0.0082	\$	0.4895	\$	0.3427
UNITED ARAB EMIRATES	971	\$	0.2040	\$	0.0068	\$	0.4080	\$	0.2856
UNITED KINGDOM	44	\$	0.0417	\$	0.0014	\$	0.0833	\$	0.0583
URUGUAY	598	\$	0.2423	\$	0.0081	\$	0.4845	\$	0.3392
Uzbekistan	7	\$	0.2537	\$	0.0085	\$	0.5075	\$	0.3552
Vanuatu	678	\$	0.4743	\$	0.0158	\$	0.9487	\$	0.6641
Vatican City	39	\$	0.1174	\$	0.0039	\$	0.2349		N/A
VENEZUELA	58	\$	0.1315	\$	0.0044	\$	0.2630	\$	0.1841
VIETNAM	84	\$	0.3485	\$	0.0116	\$	0.6970	\$	0.4879
Wallis and Futuna Islands	681	\$	0.6205	\$	0.0207	\$	1.2410	\$	1.2410
Western Samoa	685	\$	0.3230	\$	0.0108	\$	0.6460	\$	0.4522
Yemen Arab Republic	967	\$	0.3103	\$	0.0103	\$	0.6205	\$	0.4344
Yemen Democratic Republic	696	\$	0.3103	\$	0.0103	\$	0.6205	\$	0.4344
YUGOSLAVIA	381	\$	0.2057	\$	0.0069	\$	0.4115	\$	0.2880
Zaire, Rep. of	243	\$	0.2618	\$	0.0087	\$	0.5236	\$	0.3665
Zambia	260	\$	0.2763	\$	0.0092	\$	0.5525	\$	0.3868
Zimbabwe	263	\$	0.2805	\$	0.0094	\$	0.5610	\$	0.3927

**Qwest Communications
State of Michigan / Link Michigan
OMR 129115**

**PRICING MATRIX 18 MONTH
REVIEW**

Qwest Internet Port Prices:

Requested/Approved Rates

Flat Rate Pricing Bandwidth	MRC List Pricing
DS-1 / 1.544 Mgbs	\$252.00
DS-3 / 45 Mgbs	\$2,520.00
OC3 / 155 Mgbs	\$6,930.00
OC12 / 622 Mgbs	\$25,200.00

Qwest Private Port Prices:

Requested/Approved Rates

DS-1 / 1.544 Mgbs	\$450.00
DS-3 / 45 Mgbs	\$4,500.00
OC3 / 155 Mgbs	\$11,715.00

Qwest Communications
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OMR 129115

Audioconferencing Service Prices:

Tier 1: 0-1 Million MOU		Monthly Usage
Reservationless Toll	\$0.09	0-83,000 Per minute/Per Participant
Reservationless Toll Free	\$0.11	0-83,000 Per Minute/Per Participant
Tier 2: 1-2 Million MOU		
Reservationless Toll	\$0.073	83,000-166,000 Per Minute/Per Participant
Reservationless Toll Free	\$0.088	83,000-166,000 Per Minute/Per Participant
Tier 3: 2-3 Million MOU		
Reservationless Toll	\$0.055	166,000-250,000 Per Minute/Per Participant
Reservationless Toll Free	\$0.076	166,000-250,000 Per Minute/Per Participant
Tier 4: 3 Million + MOU		
Reservationless Toll	\$0.040	250,000+ Per Minute/Per Participant
Reservationless Toll Free	\$0.065	250,000+ Per Minute/Per Participant
Passcode Toll	\$0.12	Per Minute/Per Participant
Passcode Toll Free	\$0.14	Per Minute/Per Participant
Toll Meet-Me	\$0.18	Per Minute - Operator Assisted
Toll Free Meet-Me	\$0.28	Per Minute - Operator Assisted
Operator Dial Out	\$0.32	Per Minute/Per Participant
Operator Dial Out Inter.	\$0.32	Plus outbound rate for particular country
Web Conferencing/Document Sharing	\$0.07	Per Minute/Per Participant
Streaming - live call	\$0.27	Per Minute Per line/plus \$375.00 set-up fees if less than 100 participants on the audio call

Qwest Communications
State of Michigan / Link Michigan
OMR 129115

CPE Prices:

Pricing for Juniper Products*

1. We will sell Juniper products at a discount off of the manufacturer's list price according to category in the matrix below.
2. Shipping and handling charges of .5% of the product list price will apply.
3. Installation and maintenance services may be provided by Qwest or we may sell Juniper branded services.
4. Services would be priced equal to the Juniper published list price for services.
5. Margins would not allow us to pay a commission to MSC on these products or services.
6. Asterisk denotes products would not be sold without a maintenance plan.

Product Category	Discount off List Price
M-series	33%
T-series	33%
E-series	33%
J-series	33%
Security Products group	33%
WX-series	33%
DX series	33%
Juniper Maintenance / Support	5%

Qwest Communications
State of Michigan / Link Michigan
OMR 129115
Q Routing Prices:

Product Description	Unit NRC Price	Unit MRC Price
Q Routing Bundled Agent Packages		24 Month
Quick Launch Agent	Waived	\$60.00
Skills Based Agent	Waived	\$75.00
CTI Based Agent	Waived	\$85.00
Web Bundle Standalone Agent	Waived	\$145.00
Outbound Only Agent	Waived	\$150.00
Supervisor Standalone	Waived	\$80.00
Q Routing Agent Package Migrations		
Basic to Skills	Waived	\$30.00
Basic to CTI	Waived	\$50.00
Skills to CTI	Waived	\$30.00
Q Routing Web Applications		
Web Bundle Blended Agent Add On (Includes Email, Chat, Call Back, Call Through)	Waived	\$85.00
Q Routing Outbound		
Outbound Blended Agent Add On	Waived	\$105.00
Q Routing Work Force Management		
WFM Bundle Add On	Waived	\$65.00
WFM Sched Frcst Add On	Waived	\$55.00
WFM Adherem Add On	Waived	\$35.00
Q Routing Enhanced Desktop	Waived	\$32.00

SUBJECT TO LEGAL REVIEW

AMENDMENT TO MASTER SERVICES CONTRACT – 071B3001358

BETWEEN SBC GLOBAL SERVICES, INC. DBA AT&T GLOBAL SERVICES

AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

THIS AMENDMENT to the Master Services Contract – 071B3001358 (the “Amendment”), is between SBC Global Services, Inc. dba AT&T Global Services (“AT&T”) and State of Michigan Department of Management and Budget (“Customer” or “State of Michigan”).

WITNESSETH:

WHEREAS, AT&T and Customer entered into a Master Services Contract – 071B3001358 dated on or about November 18th, 2003 – CN# 20031118-0951, as from time to time amended / extended (the “Agreement”) and due to expire on or about October 31, 2009; and

WHEREAS, Customer desires to add and AT&T desires to add SONET OC3 Services for a term of thirty-six (36) months; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Customer agree to amend the Agreement as follows:

14. **Scope.** Customer requests and AT&T agrees to amend the existing the Agreement to provide for SONET OC3 Services as described under AT&T’s Michigan Catalog for such Services, for the designated location(s) set forth herein.
15. **Authorization.** Customer is aware that, absent an amendment to extend, the term of the Agreement is due to expire October 31, 2009. Customer acknowledges and understands that the term of the SONET OC-3 Service may extend beyond the term of the Agreement. Notwithstanding the foregoing, Customer agrees that, in the event the Agreement expires prior to the Term of the Amendment (“Expired Agreement”), Customer shall be bound by the terms and conditions of the Expired Agreement, and such terms and conditions shall continue to apply to the Service that is the subject of this Amendment. Customer agrees that it and its authorized signers have the authority to commit to this arrangement, and agrees to perform consistent with its obligations under the Agreement and this Amendment.
16. **SONET Service.** The Services offered under this Amendment provide analog or digital transport between a Customer designated premises to another Customer designated premises or a Customer designated premises to an AT&T location where bridging, cross-connection, or multiplexing functions are performed. The Services support an approximate bandwidth of 300 - 3,000 Hz (Analog); 2.4, 4.8, 9.6, 19.2, 56, 64 Kbps (Base Rate ~ Digital); 1.544 Mbps (DS1 ~ Digital) and 44.736 Mbps (DS3 ~ Digital).

SONET defines optical carrier ("OC") levels and electrically equivalent synchronous transport signals ("STS"). More specifically, SONET describes an underlying transport network positioned to transport new services in a synchronous networking environment. With synchronous transmission, the transmitter and receiver are synchronized, allowing channelized information to be extracted without de-multiplexing the entire data stream. Synchronous transmission provides simpler and more flexible multiplexing. SONET allows for quicker service provisioning, simpler network maintenance with built-in performance monitoring, enhanced reliability with fiber optic deployment and increased survivability.

The following table describes AT&T’s SONET-based service:

	OC-3 Service
Speed	155.52 Mbps
STS Signals	STS-3 and STS-1 Signals
Payload Mapping	DS1, DS3, VT1.5, STS-1, ATM, FDDI

AT&T’s OC-3 service is a dedicated broadband services that provides point-to point, full-duplex, digital transmission using the SONET platform. OC-3 service can be used to provide an end-to-end solution connecting one customer premise to another customer premise, or to connect one customer premise to the AT&T network.

17. AT&T represents and Customer understands that SONET OC3 Services are available under a term commitment (“Term”) and in the event Customer elects to terminate either of the Services prior to completion of the Term for reasons other than for cause, Customer shall be liable for early termination charges as set forth herein.

18. **Term.** The Term for the SONET OC3 Services selected by Customer is approximately thirty-six (36) months, commencing upon installation of the Service and ending thirty-six (36) months from the date of installation.
19. **Termination Liability.** In the event that Customer terminates this Service during the Term of this Amendment, Customer shall be liable to AT&T for early termination charges. Early termination charges shall include any unpaid Special Construction or non-recurring charge (excluding any waived charges); plus fifty percent (50%) of the monthly price set forth herein, multiplied by the number of months remaining in the term of this Amendment at the point of termination. Termination Liability applies for all rate elements under Amendment.
20. **Jurisdiction.** Customer acknowledges and certifies that the total interstate traffic (including internet traffic) for SONET OC3 Services constitutes ten percent (10%) or less of the traffic on the Service.
21. **Moves, Additions and Changes.** AT&T represents and Customer understands that provision of the Services set forth hereunder, including price and/or term length shall not apply to future moves, additions and/or changes of these specific Services throughout the remaining Term of the Master Services Contact, unless otherwise agreed upon in writing between the parties at the time of any such move, addition or change. In the event Customer elects to move, add or change such Services set forth herein, SBC shall provide specific pricing estimates based upon the proposed move, add or change being requested.
22. **Contingencies.** AT&T represents and Customer understands that the provision and pricing of the suite of Services set forth hereunder must be accepted and established by Customer in whole and not in part at the onset of this Amendment.

-the remainder of this page intentionally left blank-

23. **Rates and Charges.** The monthly rates and non recurring charges for the Services selected by Customer are as follows:

Product	Type	USOC	New Quantity	Existing Quantity	Monthly Recurring Charge, each	Non-Recurring Charge, each	Monthly Recurring Charge, extended	Non-Recurring Charge, extended
OCN	ADMINISTRATIVE CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	CUSTOMER CONNECTION CHARGE	0	2	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	DESIGN AND C.O. CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE	0	199	0	\$70.00	\$0.00	\$13,930.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE TERMINATION	0	2	0	\$375.00	\$0.00	\$750.00	\$0.00
OCN	OC-3, LOCAL DISTRIBUTION CHANNEL	0	2	0	\$1,125.00	\$0.00	\$2,250.00	\$0.00
OCN	ADMINISTRATIVE CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	CUSTOMER CONNECTION CHARGE	0	2	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	DESIGN AND C.O. CHARGE	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE	0	137	0	\$70.00	\$0.00	\$9,590.00	\$0.00
OCN	OC-3, CHANNEL MILEAGE TERMINATION	0	2	0	\$375.00	\$0.00	\$750.00	\$0.00
OCN	OC-3, LOCAL DISTRIBUTION CHANNEL	0	2	0	\$1,125.00	\$0.00	\$2,250.00	\$0.00
TOTAL:						\$0.00	\$29,520.00	\$0.00

24. **Service Configuration.** The Service shall be configured as provided below:

The locations for the SONET OC3 Site #1 are as follows:

<i>Locations:</i>	
MCCYMIBH	GDRPMIBAH03
SWC: MCCYMIMN	SWC: GDRPMIBL
104 Straights	29 Pearl Street,
Mackinaw City, MI	Grand Rapids, MI
1 OC3C PTP	1 OC3 PTP
2 Fiber Hand Off	2 Fiber Handoff

The Locations for the SONET OC3 Site #2 are as follows:

<i>Locations:</i>	
MRQTMISC	STIGMIOA
SWC: MRQTMIMN	SWC: STIGMIMN
3255 US 41 West,	901 Graham St,
Marquette, MI	Ignace, MI
OC3C PTP	OC3 PTP
2 Fiber Hand Off	2 Fiber Handoff

Construction Notes for SONET OC3 Services:

At the customer premises site(s), customer may be required to provide:

- Structure/conduit from the property line to the AT&T point of presence.
- Power, ground, and floor space at the AT&T point of presence (This request may require additional floor space for AT&T furnished -48vdc power supply bay, AT&T network equipment bay and AT&T network demarcation bay).
- Provisioning of service is to the AT&T network interface (e.g. demarc, point of presence) at each location unless otherwise noted.

25. The Agreement and this Amendment constitute the entire and exclusive agreement between Customer and AT&T concerning SONET OC3 Services which supersedes all proposals or prior agreements, oral or written, and all other communications between Customer and AT&T with respect to the specific service provided under this Amendment. In the event of any conflict, inconsistency or incongruity between the terms of this Amendment and any term of the Agreement or Catalog, this Amendment shall govern and control.

26. Except as otherwise provided in this Amendment, no modification, amendment, supplement to or waiver of this Amendment, the Agreement, or any of their respective provisions, shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

April 19, 2007

CHANGE NOTICE NO. 29
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

This Amendment of the Master Services Contract - #071B3001358 is between Verizon North Inc. ("Verizon") and State of Michigan Department of Management and Budget, which includes Contract Change Notice #6 assigning Verizon an individual Contract Number (071B4200181).

Verizon has since become a corporate affiliate of MCI Communications Services, Inc. d/b/a Verizon Business ("Verizon Business") and other affiliates through the merger of MCI Communications Services, Inc. and Verizon Communications Inc.

Verizon, as agent for its affiliates and subsidiaries, and the State of Michigan agree that the following affiliates of Verizon are to be added to provide services under the Master Services Contract(s) noted above.

MCI Communications Services, Inc. d/b/a Verizon Business Services
MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services
Verizon Network Integration Corp.
Verizon Select Services Inc.

EXCEPT AS EXPRESSLY MODIFIED HERIN. ALL OTHER TERMS AND CONDTIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED.

AUTHORITY/REASON:

Per agency request email from vendor dated 4/11/2007.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 29, 2007

CHANGE NOTICE NO. 28
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. DBA AT&T Global Services 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

- 1.) Effective immediately, SBC Global Services, Inc. will include a DBA as AT&T Global Services.**
- 2.) Merit Network, Inc., vendor contact is Geoff Cost (734) 764-9430.**
- 3.) Qwest Communications vendor contact is Tim Briggs (248) 223-5869.**

All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 29, 2007

CHANGE NOTICE NO. 27
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 nfpsupport@merti.edu	TELEPHONE Geoff Cost (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 335-3804 Douglas Collier
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 tim.briggs@quest.com	TELEPHONE Tim Briggs (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #27

Page 2

NATURE OF CHANGE (S):

Please note the buyer has been changed to Douglas Collier.

The following items are attached and included in this contract for AT & T: Pricing tables, available equipment, maintenance for NICE call recording systems and a video conference service pricing proposal. All other terms and conditions remain unchanged.

AUTHORITY/REASON:

Per agency and vendor request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00



*State of Michigan
Managed Video Support
Add on Scope for Reservation Services
Proposal*

August 29, 2006

Objective

On July 31, 2006, AT&T proposed a managed video solution that gives The State of Michigan the capability to complete Videoconferencing calls and to bridge videoconferencing calls on their CBDS III network and complete videoconferencing calls outside of the managed network. The State has requested AT&T add a Reservations Service to that scope of work to assist State end users using the new video conferencing capabilities.

Reservations Services in Scope

1. The Reservations Service will be supported by the Tier 2 Help Desk (DIT is Tier 1) located in the LNOC. In addition to the services describe in the previous proposal, the Help Desk will be responsible for Reservation support via email notification and confirmation.
2. Based on estimates from the State, AT&T has sized the Reservations Services support to manage 40 in state video conference reservations/month (10 a week). Both the State and AT&T agree to revisit this scope and pricing should the average amount of actual video conference calls per month exceed +/- 10% of the anticipated 40 reservations per month (10 reservations/week).
3. Reservations Support for out-of-state video conferences will be charged on a Time and Materials basis.
4. End Users will schedule time participants in their own calendar tool, Outlook or GroupWise.
5. The End User will then send an email to the Video Help Desk with a request to schedule time and bandwidth for the video conference. AT&T and the State will mutually agree on the format of the email to ensure the email captures all required information.
6. AT&T will use the scheduling tool provided by Polycom as included in the previous proposal to schedule the video conference for the end user. AT&T will have 4-hours within which to respond to the email and make the reservation.
7. Should there be a conflict with the video reservation, the Help Desk will contact the end user via email with a request for an alternate time.
8. All the pricing assumptions from the original video proposal still apply.

Pricing

The Reservations Service will add \$1,685 to the monthly service fee previously quoted in the video solution proposal on July 31.

2/13/2007

CONFIDENTIAL INFORMATION

Page 1 of 1

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***State of Michigan
Managed Video Support
Proposal***

July 31, 2006

Objective

This Managed Video solution gives The State of Michigan the capability to complete Videoconferencing calls and to bridge videoconferencing calls on their CBDS III network and complete videoconferencing calls outside of the managed network. The State will also receive professional and comprehensive management and support of the Path Navigator software application (scheduling), Video Bridge, Gateway/Gatekeeper. This solution combines the equipment, tools, and technical expertise in the AT&T Lansing NOC, to bring about the management and maintenance necessary to support the State.

Capacity

The Video solution is configured to yield 24 Ports IP Video Conferencing @384Kbps, 10 ISDN calls @384 Kbps (has a Net 4 card - 4 PRI capable - and a MUX 10 allowing the integration of up to 10 simultaneous ISDN Video Calls), and enough audio resources for all calls.

Services in Scope

1. A Tier 2 (DIT is Tier 1) single point of contact Help Desk to provide heartbeat monitoring, maintenance and move, add, change (MAC) support for the proposed video solution. (See Metrics Section for activity assumptions and hardware design.)

Included are:

- a. 8x5 M-F hour help desk support.
 - b. 8x5 M-F heartbeat monitoring.
 - c. Remote/software MAC support.
 - d. Software support (PathNavigator – including manufacture updates and tech phone support).
 - e. Maintenance coordination with AT&T Video CPE Support Services.
 - f. Bridging/scheduling support including:
 - 1) Maintenance support of bridging scheduling hardware and software.
 - 2) End user training support and assistance to State personnel performed scheduling/bridging.
2. The Tier 2 Help Desk to be located at the Lansing Network Operations Center (LNOC).
 3. Video CPE to be located at a Lansing, MI State location.

2/13/2007

CONFIDENTIAL INFORMATION

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4. Tier 3 maintenance support provided through AT&T Video CPE Support Services. Included are:
 - a. 8x5 M-F hour help desk support.
 - b. 8x5 M-F on site support managed devices.
 - c. 8x5 M-F hour fault isolation and resolution.
 - d. Carrier/vendor coordination.
 - e. Technical phone support.
 - f. Next business day parts replacement support.
 - g. Software support. (MGC Gateway including manufacturer updates and tech phone support)
5. Tier 3 support to be located at the Video Support Desk in Arlington Heights, IL.
6. Program Management controlled by the Program Executive and Delivery Executive.
7. Transition Management including complete Operations Plan (turn-up of service).
8. Monthly tape back up with on site tape storage.
9. One monthly bill to include charges for support, lease and AT&T network charges.
10. Optional AT&T asset ownership including partner provided video CPE/software and installation.
11. Monthly usage and performance reporting.
 - a. What IP address initiated a video call
 - b. To what destination was the call placed
 - c. How long was the call
 - d. Number of dropped calls per month
 - e. How fast were dropped calls restored
12. One consolidated bill including agency chargeback detail (Zyross video usage).

Customer Requested Services Available (billed T&M)

1. Software/hardware upgrades.
2. On site MAC support.
3. MAC equipment and materials.
4. Project Management.

Services Not In Scope (may be provided by affiliates other than PMC)

1. Transport services including PRI's.

Services Not in Scope (not all-inclusive)

1. Consolidate billing chargeback (PRI's, etc.).
2. Agency chargeback (State performed.)
3. Scheduling/bridging of State video calls (State performed)

2/13/2007

CONFIDENTIAL INFORMATION

Page 2 of 7

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4. Service level agreements.
5. Maintenance and support of hardware at the end points.

Metrics

Activity Levels - Annual

Software MAC	12
Hardware MAC	1
Repair	12
Back up	12 hours

Equipment – Overview (all parts not shown)

Component	Model	Description	Quantity
MGC+100 Video Gateway	VCSA1800R	MGC+100 Base System (AC) 16-slot (AC) core system (Class 3 AC pwr/MGC Manager) - Product Available in Country Codes 1 & 74	1
	VMP2402R	MGC+100 Port Module: 48 slots @128K OR 24 slots @384K OR 12 slots @768k OR 6 slots @2M - Product Available in Country Codes 1 & 74	1
	VMP100R	MGC+100 Bundle - 10 ISDN Ports @ 2E1 Kbps - 16 ISDN Ports @ 128 Kbps - Net 4 Hardware Module - Product Available in Country Codes 1 & 74	1
	VMA4802R	MGC+100 module supports 48 ports video or 88 ports voice - Product Available in Country Codes 1 & 74	1
	VOCP310T	MGC Power Cord 110VAC 2.3 Meter (3 FT) North America, Saudi Arabia, Venezuela	1
	VCMR1002	MGC+100 19" Rack Mount Kit (300kg) configures the 16-slot chassis for a 19" rack (90 degree) (Kit for NEBS)	1
	VCPV0002R	MGC+100 port video module - includes MGC+100 hardware module - CP/Tx licenses - CiscoView - Product Available in Country Codes 1 & 74	5
Recon/Manager Gatekeeper	VSM500G	MGC Unified Conference Suite: IVR/DTMF Suite + Virtual Conference Suite + Music IO connector for Unified Conferencing Platform	1
	VASM200R	MGC Integrated Application Module, equipped with Recon/Manager Enterprise Management Suite Management Pack software in a 25-locuse kiosk configuration	1
Firewall	SI-S0-18045-3D	RMSE200 RECON/MANAGER ENTERPRISE MGMT SUITE LICENSE EXP PACK-S0	1
	2963-22563-001	V2U S800-E10 Firewall/VNAT traversal unit for medium to large enterprise locations. This model houses 2 x 100000000 Ethernet interfaces, 2 x 10000 Ethernet with capacity of ~50 sessions @384Kbps, select power cord per per region per region	2
	145B-10445-001	Power Cord for North America	2

Cisco CISCO2811	CISCO CISCO2811	2811 W/ AC PWR,2FE,4HWIC5,2PVD MS,INME,2A1MS,1P BASE,64F/256D	1
HWIC-4ESW	CISCO HWIC-4ESW	FOUR PORT 10/100 ETHERNET SWIT CH INTERFACE CARD	1

2/13/2007

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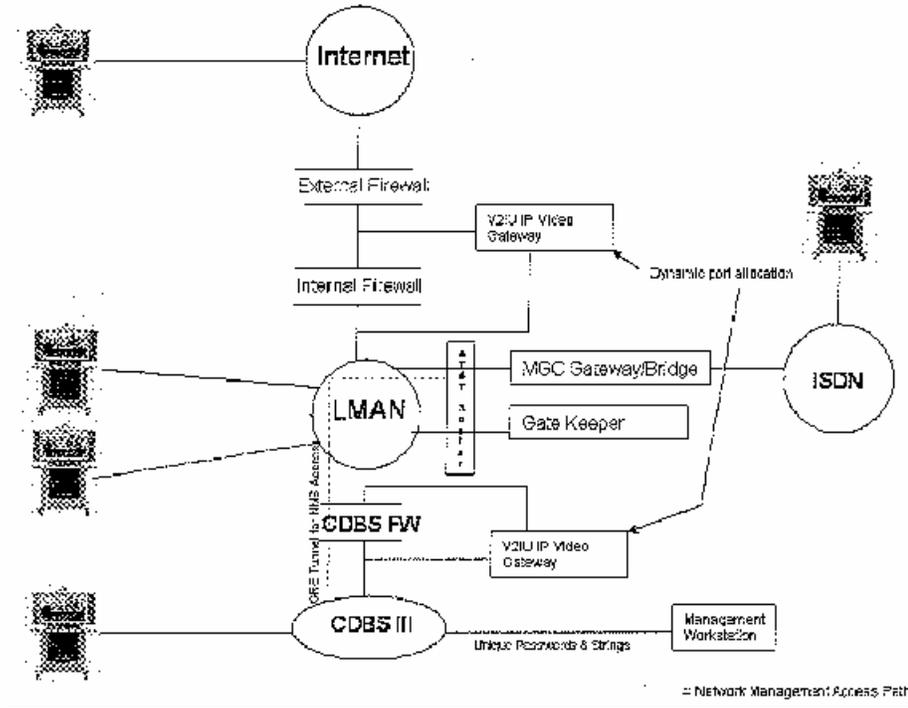
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Solely for use by employees of AT&T Global Services and Customer with a need to know. Not to be disclosed to or used by any other person without the express written consent of AT&T Global Services.



Design

Proposed SOM Video Network NMS Access
(Option 2)





General Solution and Pricing Assumptions

1. Contract term - 3 years coterminous with CBDSIII contract.
2. Estimated transition timeline - 90 days post contract.
3. Pricing valid assuming the entire scope of the proposal remains intact. Any severability or change in scope will result in a change to pricing estimates.
4. Pricing is based on certain assumptions made by AT&T reflecting volumes, device types, network design and other important specifications. Changes to those assumptions as a result of additional discovery may result in changes to pricing and/or scope of services.
5. Per unit pricing does not include any applicable network access or usage charges.
6. Monitoring, remote programming, configuration support, system backup and other services contingent upon ability of AT&T to appropriately access the customers network and devices. AT&T assumes that management access to the video platform will require a Cisco 2811 router. The cost for the router is included in the proposed pricing. Any additional hardware or software needed to support service delivery will be the responsibility of the State of Michigan. AT&T also assumes that appropriate modem numbers, logon passwords and other appropriate intellectual property required to provide service delivery will be provided to AT&T.
7. Additional hardware to provide access to the State of Michigan untrusted network is available for an additional charge. This would allow the State not to leave any firewall ports open for interactive applications.
8. Time and Materials rates will apply to any work provided by AT&T but defined as outside the scope of this contract or specifically noted as billable on a time and materials basis.
9. Pricing assumes that AT&T will be the exclusive MACD provider for equipment supported for the term of the contract. Trouble call dispatch resulting from MACD activity not performed by AT&T personnel will be billed T&M.
10. AT&T assumes that all electrical is grounded appropriately and installed to the providers working recommendations. AT&T reserves the right to verify and test the electrical of the State of Michigan locations. Any additional cost associated with upgrading the electrical or repairing system failures because of inadequate electric will be incurred by the State of Michigan. AT&T assumes that the customer will provide electrical connectivity in all locations to support all required network devices adjunct equipment and necessary service delivery equipment.
11. Pricing assumes that all appropriate discovery and due diligence work is performed prior to site transition. This work may require on site surveys, equipment audits, customer reports, etc. AT&T reserves the right to conduct such review of the existing locations, equipment, cabling and wiring, equipment inventory, and service records to confirm the representations made by the State of Michigan prior to final agreement on pricing. This pricing is based on the documented assumptions and subject to change based on the results of the due diligence study.
12. All final pricing, terms, conditions, assumptions, and scope of work will be developed between AT&T and the State of Michigan at contracting time. The information contained in



this document, or any part thereof, shall only be made a part of any resulting written contract between AT&T and the State of Michigan if, and only to the extent, agreed, to by both organizations and specifically stated in the written contract.

13. Proposed pricing herein is valid for 90 days from July 31, 2006, is only available to the recipient of this Proposal, and is based on the specific products and/or services, and the locations as specified in this Proposal. Any changes or variations in AT&T's standard terms and conditions and the products, services, locations, and/or design may result in different pricing.

Pricing

Service	Montly Recurring Charge	
PremierSERV Managed Care Video Service	\$	6,736.58
Video Equipment Lease	\$	4,518.00
Total	\$	11,254.58

Purchase

MGC 100	See BoM	\$243,857
Cisco Router	See BoM	\$2,973
	Total	\$246,830
Server	May be required for State owned option	

Time and Materials pricing – see LinkMichigan contract.



POLYCOM: Bridge/Gateway/Gatekeeper information

Easier for users

1. Polycom OneDial(tm) makes dialing a video call as easy as dialing a telephone
2. Point-click-dial from the Global Address Book
3. Familiar telephone-like features: Call forwarding and Conference On-Demand
4. Allows public internet addressed video units to securely dial INTO the SOM network specific Video units only

Simplified deployment

1. Automatic provisioning of ISDN numbers and alias' for quick system setup
2. Automatic endpoint registration enables quick monitoring of and access to video systems

Automated management

1. Intelligent network routing enables calls to be transported via lowest-cost network
2. Bandwidth management allows network bandwidth to be allocated per video system or per network zone
3. Automatic IP to ISDN routing increases first call connects

Secure and reliable management system

4. Automatic identification and access-denial for unregistered video systems
5. Redundant servers and Alternate Gatekeeper eliminate potential downtime
6. Endpoints registered to system via IP connection allows notification of issues prior to customer seeing them, CDR information, remote Management of unit - including remote software upgrade, call statistics.



Maintenance Quote

General Information:

Customer Name: SOM- TREASURY DEPT.
Site Address: _____
City: LANSING State: MI Zip: _____
Equipment: NICE CEM SOLUTION - VERSION 8.8 (SERIAL NUMBERS 1494501, 1494502, 1494503)
Equipment Exclusions: CUSTOMER CALLS AVAYA DIRECT FOR HARDWARE AND SOFTWARE SUPPORT

Date: November 9, 2006
Valid Through: December 12, 2006
Prepared By: R.WACLAWSKI

SBC CUSTOM- HARDWARE AND SOFTWARE

AVAYA HARDWARE AND SOFTWARE MAINTENANCE AGREEMENT COVERAGE PROVIDED BY AVAYA FOR THE STATE OF MICHIGAN
MULTI SITE OPTIONS AND CIVIL SERVICE LOCATIONS.

COVERAGE TO INCLUDE THE FOLLOWING:
SEE THE ATTACHED AVAYA DESCRIPTION

SITE	SILVER	GOLD
TREASURY DEPT	\$32,297	\$43,063

Contract Term: SEE THE ABOVE AVAYA PRICING

Notations:

SERVICES REQUEST
Michigan Department of Information Technology

FOR USE BY DIT ONLY		
1. DIT Reference No. 1101-A2	2. P.O. No.	3. Requisition No.

What is this for?

Purpose

Date Submitted

Other Information

Project Name

Comments

Agency Requestor

Last Name

First Name

Phone

Email / FAX

FACS Agency Code

Dept./Agency/Division

DIT Contact

Last Name

First Name

Phone

Email / FAX

Title

Address

AS-1 Information

Request Information

New Project / RFP / Staff Augmentation

Multi-Year Contract OR One Time Purchase

From: To:

Request includes: (Check all applicable)

Hardware Services Hosting

Software Maintenance Leasing

Telecommunications Staff Augmentation Services

Contract Release Contract Option / Amendment Delegated Authority PO

Vendor Name Contract #

Current Contract Period From: To: Current Contract Remaining Value \$

Length of Extension/Release From: To: Amount of Release / Option Amendment \$

Government Estimate

Your Estimated Cost \$

Estimate Based on Competitive Quotes (Please Attach) Historical Pricing/Previous Contract Pricing

Market Research (GSA Pricing, Contract in Another State, Web Research) Other (Please attach details)

Has Estimate Amount Been Approved in Department Budget? YES NO

If NO, enter amount that has been approved \$

GF / State (%) Federal (%)

DIT Reference Number

Restricted1 (%)

Revolving (%)

Other (%)

Time Constraints

Needed by

Why? (Grant \$, Penalties, etc.)

Funds Expire

BPO Expires

Purchase Justification

Purpose/Business Case and Expectations

Risk Assessment

Legal mandate, court order, or law enforcement

Citation

Protect health and safety of Michigan citizens or visitors

Basic requirements of residents of state institutions or facilities

Essential to the continued functioning of a legally-mandated program or activity of state government

To produce budgetary savings or to increase state revenue

Necessary to comply with federal requirements

Account Coding

Agency Internal Funding Source

Appropriation Year

Agency Request	Agency Code 3	Agency Object	Amount	For DIT Internal Requests Index
1 IDG <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/>	82003
2 IDG <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/>	
3 IDG <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/>	
4 IDG <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/>	

Quantity/Product Description

Item No.	QTY. REQ'D.	UNIT	DESCRIPTION: (Name of item or service, including part number, size, weight, color, or type of work, and suggested vendor)	UNIT PRICE	ITEM TOTAL
1	1	1	Add new SBC CO pricing table to the LINK Michigan contract	0.00	0.00
2	1	1	Add pricing for Avaya Lab Equipment to the LINK Michigan contract	0.00	0.00
3	1	1	Add AT&T and Avaya maintenance for NICE Call Recording systems to the LINK Michigan contract	0.00	0.00
4	1	1	Add Managed video Support Services to the LINK Michigan contract	0.00	0.00
5	1	1	Add Video Reservation Services to the LINK Michigan contract	0.00	0.00
					0.00
					0.00
					0.00
					0.00
					0.00
				\$	\$0.00

List of Attachments, as required

- Bid Information Sheet - New Bld
- Statement of Work, with attached detailed business requirements; grant conditions; specific terms and conditions for project
- Vendor Proposal
- Technical Review Approvals

Approvals

Approver's Comments

Agency Authorized Signature <small>Note: Signature represents Agency commitment to fund this purchase</small>	Date
<small>"Click AGENCY AUTHORIZED SIGNER BUTTON or copy and paste your signature here."</small>	

DIT Use Only

Sent for Technical Review To:

(Provide copy of signed approval)

<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Data Center / Tech Services	<input type="checkbox"/> Enterprise Security
<input type="checkbox"/> Standards	<input type="checkbox"/> Desktop Services	<input type="checkbox"/> Model Office
<input type="checkbox"/> Other	<input style="width: 150px;" type="text"/>	

MDIT Authorized Signature	Date
<small>"Click MDIT AUTHORIZED SIGNER BUTTON or copy and paste your signature here"</small>	
Contract Administration Approval Signature	Date

DIT Reference Number

DIT-0015b Rev. 12/05

Michael Ben

2/21/07

"Click CONTRACT ADMIN. SIGNER BUTTON or copy and paste your signature here"

Executive Review Approval Signature

Date

"Click EXECUTIVE REVIEW SIGNER BUTTON or copy and paste your signature here"

Central Office Services Price Sheet - SBC

USOC	Description	Per Line Monthly Requiring	Per Line Monthly Requiring	Notes
Lines				
TMB	Rate Band A	\$42.25	\$8.64	
TMB	Rate Band B	\$42.50	\$8.00	
TMB	Rate Band C	\$42.25	\$8.64	
	Local calls-change per local call		\$0.045/call	
TBEZX	Off Promise Extension	\$42.25	\$28.08	Plan line charges
TMC	Combination Trunk	\$42.25	\$8.54	Billed at 1100 rate band
TMAU	Trunk Outward	\$42.25	\$8.54	Billed at 1100 rate band
TMB	Business Trunk/PBX Trunk	\$42.25	\$9.54	Billed at 1100 rate band
TDD	Direct Inward Dialing Trunk	\$45.00	\$11.62	
NDT	Direct Inward Dialing Trunk Termination	\$0.00	\$25.00	
3CV	2 Way DID Trunk with call transfer	\$400.00	\$5.00	
NNE	Initial block of 20 telephone numbers	\$50.00	\$5.00	
	Additional blocks of 20 telephone numbers	\$0.00	\$4.50	
DSWPF	Digital Facility Access	\$0.00	\$0.00	
REAJA	Change in Outdialing, Start/Dial or Signal Type (per trunk group)	\$27.00	\$0.00	
REAJD	Change or Redesign in Signaling or Transmission Interface	\$150.00	\$0.00	
MRDID	Change existing DID to 2 way DID with call transfer or vms versa	\$175.00	\$0.00	
SEPD1	Change DID trunks to 2 way DID with call transfer or vms versa	\$240.00	\$200.00	
EMZXX	Module 1 Service ADTSE	\$600.00	\$390.00	
EMZXX	Module 2 Service ADTSE	\$600.00	\$360.00	
EMZXX	Module 3 Service ADTSE	\$600.00	\$125.00	
FOSEX	Additional Equipment Trunk/Line	\$240.00	\$0.00	
MRADT	Per Channel Addition/Rearrange Charge	\$10.00	\$0.00	
Analog Circuits				
TBEZX	2 wire Local Distribution Channel	\$0.00	\$35.00	
TBEZX	4 wire Local Distribution Channel	\$0.00	\$37.00	
TLSXX	Analog IOF Mileage	\$0.00	\$1.00	
ICANJD	Central Office Bridging, Per Pchl	\$0.00	\$7.00	
CRS	Central Office Termination Installation	\$0.00	\$13.00	
	Installation	\$700.00	\$0.00	
*All services are subject to availability or facilities. Special construction charges may apply.				
USOC	Description	Per Line Monthly Requiring	Per Line Monthly Requiring	Notes
Digital Base Rate				
TRECS	Local Distribution Channel	\$0.00	\$82.00	
CRMS	Channel Mileage Termination	\$0.00	\$11.00	
TLSXX	Mileage	\$0.00	\$0.90	
BRNGF	Bridging	\$0.00	\$19.50	

USOC	Description	Per Line Non Recurring	Per Line Monthly Recurring	Notes
DS-1				
TZ4X1	Zone 1 Local Distribution Channel	\$0.00	\$110.00	
TZ4X2	Zone 2 Local Distribution Channel	\$0.00	\$110.00	
TZ4X3	Zone 3 Local Distribution Channel	\$0.00	\$110.00	
CZ4X*	Channel Mileage Termination	\$0.00	\$32.00	
LYZ*	Mileage	\$0.00	\$9.00	
CLY*	Clear Channel	\$270.00	\$0.00	
OMVX*	CO Muting	\$0.00	\$175.00	
DS-3				
TZJp*	Local Distribution Channel Zone 2	\$0.00	\$781.93	
TZJf*	Local Distribution Channel Zone 3	\$0.00	\$811.29	
CZ4X1	Channel Mileage Termination	\$0.00	\$211.12	Just mistyped on original
CZ4X2	Channel Mileage Termination Zone 2	\$0.00	\$211.12	
CZ4X3	Channel Mileage Termination Zone 3	\$0.00	\$211.12	
LYZ1	Channel Mileage	\$0.00	\$30.34	
LYZ2	Channel Mileage Zone 2	\$0.00	\$47.57	
LYZ3	Channel Mileage Zone 3	\$0.00	\$30.34	
QM3X1	CO Muting	\$0.00	\$361.15	
QM3X2	CO Muting Zone 2	\$0.00	\$361.15	
QM3X3	CO Muting Zone 3	\$0.00	\$361.15	
USOC	Description	Per Line Non Recurring	Per Line Monthly Recurring	Notes
ISDN Prime				
ZPAZD	ISDN Prime Custom	\$0.00	\$241.58	
ZPQZD	ISDN Prime National	\$0.00	\$241.58	
TZ4X*	Local Distribution Channel all zones	\$0.00	\$100.00	
LTG8X	Telephone Numbers	\$0.00	\$0.25	
EADLSE*	Complex Line Fee	\$0.00	\$15.53	propose removing since are on the Exhibit A-Pass Through Changes
EADLNN*	Number Portability	\$0.00	\$0.28	
ISDN Direct (Bri)				
ZL	ISDN Direct Service	\$50.00	\$5.25	
BSBTD	Alternate CS/VCS/D Per B Channel	\$10.00	\$7.00	
P2B	Network Access Line	\$42.00	\$14.57	
EADLSE*	Complex Line Port	\$5.00	\$1.68	propose removing since are on the Exhibit A-Pass Through Changes
EADLNN*	Number Portability	\$5.00	\$0.28	
USOC	Description	Per Line Non Recurring	Per Line Monthly Recurring	Notes
Misc Charges				
RFB4	Federal LRIC	\$0.00	\$0.00	propose removing since are on the Exhibit A-Pass Through Changes
RFOA	Federal LRIC Forward Only	\$0.00	\$0.00	
RFB5B	State LRIC	\$0.00	\$0.00	
ZNA	Zone Service	\$1.00	\$1.00	Service outside of base rate area.

Code	Description	Per Line	Monthly Recurring	Notes
NSR	Number Portability		\$0.28	propose removing since are on the Exhibit A-Pass Through Charges
SOEXE	Adjacent Exchange Toll Offset Charge		\$0.00	
22R66	Federal LUCI-04-DST		\$10.74	propose removing since are on the Exhibit A-Pass Through Charges
22R67	State LUCI-04-DST		\$6.05	
LMP	Missed calls since line-rate		\$1.40	
22R68	End User Generation Line Charge-States per DS1		\$9.25	
22D	End User Complex Port Charge-Federal		\$24.18	
	511 Charges			
	Change telephone number			
	Record work	\$34.54		Verifies by geographical area
	Line change-ground start to loop start visa versa	\$14.52		
	Down/feature service-not payment	\$34.54		
	Set up for traffic study-10 registers or less	\$30.50		
	Initial study per order register	\$35.00		
	Additional study per order register	\$25.00		
	Transfer of calls interord. per line	\$5.00		
REAFM	System Feature-Feature Change-Change	\$3.30		
REAFB	System Feature-Change-Center	\$16.00		\$0.00 move to center pricing sheet
REAFG	System Feature-Change-Center	\$60.00		
REAGP	Customization charge	\$10.00		
REAGX	Customization charge	\$5.00		
	Change Initialia PIC	\$5.00		
NBB4+	Change Existing Service to ADTS-E - DS1-Admin Change per order	\$60.00		
NBB4+	Change Existing Service to ADTS-E - DS1-Connection Change per circuit	\$213.00		
NBB4+	Change Existing Service to ADTS-E - DS1-Design & CO Connection per circuit	\$141.00		
USOC	Per Line			
	Non Recurring			
	Monthly Recurring			
	Notes			
Features				
OLC4	Call Control	\$7.50	\$10.00	
NSQ	Automatic Callback	\$7.00	\$5.00	\$0.45 as pay per use
EMM	Call Forwarding	\$7.50	\$5.24	
NS1	Call Screening	\$7.50	\$5.50	
ESX	Call Waiting	\$7.50	\$9.50	
NSD	Caller ID-number	\$7.50	\$6.00	
NBID	Caller ID-name and number	\$7.50	\$6.00	
NBIDG	ISDN Caller Name ID	\$10.00	\$10.00	
NSK	Privacy Manager	\$7.50	\$4.95	
NSK	Distinctive Ringing	\$7.50	\$4.00	
REF	Group Alert	\$7.50	\$2.42	
HTG	Hunting	\$422.00	\$2.42	
NATPB	Line-Backer	\$0.00	\$0.00	
NSG	Repeat Dialing	\$7.50	\$4.85	
ESG	Three Way Calling	\$7.50	\$5.00	\$0.75 per use; Pay Per Use feature
RCE++	Repeat Calling	\$42.25	\$4.25	\$0.95 as pay per use
RCA	Remote Call Forward additional call paths	\$42.25	\$20.45	
ESL	Speed Calling B	\$7.50	\$3.74	
ESF	Speed Calling 30	\$7.50	\$5.24	
WFB	Success 800 - Common Line	\$0.00	\$12.00	Plus Usage
RIU	Success 800 - Dedicated Line	\$42.25	\$21.37	Plus Usage
DRS1X	Multi Ring Service-18	\$7.50	\$4.25	
DRS2X	Multi Ring Service-2nd	\$7.50	\$4.25	
NMD	Name & Number Delivery	\$0.00	\$0.75	per use; Pay Per Use feature
MDO	Message Delivery Service	\$0.00	\$0.50	per use; Pay Per Use feature

Name	Index	Plus	Per Line	Monthly Recurring	Notes
USOC	Description		\$0.00	\$0.50 per call	
Foreign Exchange					
115XX	Channel Mileage		\$50.00		
CM6	Channel Termination		\$250.00		
XSSLS	Signaling per LDC		DE+\$150.00 IC	\$33.20	
	Admin charge per order (DC)			\$1.50	per mile
	Design & CO connection charge per circuit (DC)			\$18.19	
	Connection charge per termination (IC)			\$7.38	
Voice Mail					
MTW	Message Waiting Indicator		\$0.00	\$0.25	
SCAV	Star Code Access (PB)		\$0.50	\$0.30	
EVD	Alternate Answer		\$0.00	\$0.75	
ERD	Alternate Answer		\$0.00	\$1.00	
EVB	Buy Line Transfer		\$0.00	\$0.75	
EBB	Buy Line Transfer Customer Controlled		\$0.00	\$1.00	
AMTV	Basic Voice Mail		\$9.00	\$1.00	
AMVZ	Enhanced Voice Mail		\$15.00	\$13.96	
PGS	Pager Notification		\$15.00	\$17.48	
VAD	Stand Alone Voice Mail		\$0.00	\$4.95	
			\$15.00	\$13.96-\$17.48	Either Basic or Enhanced
Time and Materials					
VIN	Required Times 3 components-Service Order, Labor and Materials Charges		\$55.00	\$0.00	
	Install Time & Materials-Service Order Change		\$25.00	\$0.00	
	Time Change per 15 minute increment-Normal		\$40.00	\$0.00	Premium hours=5PM-8PM M-F, All day SAT, SUN and Holidays
VRP	Repair Time & Material-Labor		\$71.00	\$0.00	
	Time Change per 15 minute increment-Normal		\$25.00	\$0.00	
	Time Change per 15 minute increment-Premium		\$40.00	\$0.00	Premium hours=5PM-8PM M-F, All day SAT, SUN and Holidays
	Jacks-various sizes and pricing		\$5.00 to \$250.00	\$0.00	
USOC Description					
Special Construction Charges					
Dedicated and billed by Outside Plant Engineering and are in addition to normal installation charges.					
Service wire in excess of 250 ft. Material charges.					
Directory					
FAI	Foreign Listing		\$14.37	\$3.00	
CLT	Additional Listing/Answering Service Listing		\$14.37	\$6.00	
LT	Cross Reference Listing		\$14.37	\$6.00	
FNA	Alternate Call		\$14.37	\$6.00	
JUF/JUM	Joint User		\$14.37	\$4.87	
NLT	Semi-Private-Non List		\$14.37	\$1.50	

Patty Bogard - Re: Link Michigan CCN #27

From: Patricia Johnson
To: Harris, Jack
Date: 1/24/2007 10:40 AM
Subject: Re: Link Michigan CCN #27
CC: Reicosky, David

Approved. Index 82003 will have no effect as this doesn't involve any money.

Patricia Johnson
Department of Information Technology
Phone: 335-6956
Fax: 241-2004
Johnsonp13@michigan.gov

>>> David Reicosky 01/24/07 10:31 AM >>>

This is a resend, I left out the adding of video services. Now included in instructions to CPS

Pat,

Please validate the index code for this request for \$0 CCN for the Link Michigan contract. Please indicate your approval and forward to Jack for his approval and forwarding to the DIT Registrar for processing.

Thanks All!!!!

The following are Email conversations to assist CPS.

The budget and finance staff reviewing invoice pricing noticed that the price table for SBC CO pricing was left off of the CCN#26.

Please submit a new CCN to the Link Michigan contract to amend the Central Office pricing table so that we can take these savings. (see attachments)

As long as we are creating a new CCN:

- please also include the Amendment for Avaya Lab Equipment - this lets the state purchase Avaya equipment for a test and development lab at a huge discount from our normal pricing (see attachments)
- additionally, AT&T and Avaya are pricing maintenance for NICE Call Recording systems to the state. (see attachments)

Please add this video conferencing service pricing proposal to the CCN materials I sent you earlier today, to bundle into the next CCN.

Here are the revised pricing sheets to correct some missing USOCs and pricing for CO Services, Centrex and Pass Throughs. These are the changes that Paulette Purkey needs for invoicing payments. Please let me know if you have any questions.

Contact Dave Reicosky with questions.

Thanks!!!

Have a Great Day!!!
Dave Reicosky
DIT Telecom
Hannah Bldg., 1st Floor
608 W. Allegan St.
Lansing, MI 48932
517-241-3472 office
517-373-0303 fax

From: DIT Registrar
To: Bogard, Patty
Date: 1/30/2007 10:12:38 AM
Subject: Fwd: Re: Link Michigan CCN #27 - RESEND

~~not attach~~

Ref #1101-A2

Thank You
Lupe

>>> Jack Harris 01/24/07 11:23 AM >>>
approved
jh

Jack L Harris
Director, Telecommunications
Michigan Department of Information Technology
517.241.7565
HarrisJL@Michigan.gov

p.s.
Sorry I left off a couple of attachments

AMENDMENT TO MASTER SERVICES CONTRACT - 071B3001358

BETWEEN SBC GLOBAL SERVICES, INC.

AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

THIS AMENDMENT to the Master Services Contract - 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. ("SBC") and State of Michigan Department of Information Technology ("Customer" or "State of Michigan").

WITNESSETH:

WHEREAS, SBC and Customer entered into a Master Services Contract - 071B3001358 dated on or about November 18, 2003 - CN# 20031118-0951, as from time to time amended/extended (the "Agreement"); and

WHEREAS, Customer desires to purchase certain Avaya lab equipment and services in order to perform interoperability testing of Avaya equipment with other hardware and software applications; and

WHEREAS, there are special terms and conditions required by Avaya related to the sale of the Avaya lab equipment and services which are not included in the Master Agreement; and

WHEREAS, the parties desire to amend the Master Agreement to include such special terms and conditions in order to sell the Avaya lab equipment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SBC and Customer agree to amend the Agreement as follows:

The following terms and conditions shall be incorporated into and made a part of the Agreement and shall apply with respect to the sale of the Avaya lab equipment.

ARTICLE 1. Definitions

"Avaya" as used herein, shall have the meaning set forth in the opening paragraph of this Agreement.

"Delivery Date" means the date Avaya delivers the Products to AT&T or the End User.

"End User" shall mean the State of Michigan, acting by and through the Department of Information Technology.

"Hardware" means hardware or equipment offered for purchase by Avaya pursuant to this Agreement.

"Licensed Purpose" shall mean solely for the purpose of use at Premises which are a lab facility: (i) with respect to the Software, to configure the Software as necessary to integrate the Software with third party and/or Licensee software; (ii) with respect to the Software and the Embedded Software to conduct internal interoperability and/or integration testing of the Software and/or Embedded Software with third party and/or Licensee software in order to develop integrated solutions which included the Software/Embedded Software; and (iii) to test the operation of the Software and/or Embedded Software.

"Order" or "Purchase Order" means a written or electronic request signed or properly authenticated by AT&T and accepted in writing by Avaya, containing the definitive statement and description of the Products being purchased or Software licensed by AT&T. Terms and conditions included on a purchase order shall not apply.

"Premises" shall mean the lab facilities at the following address: 7285 Parsons Drive, Lansing, MI 48913.

"Price List" means Avaya's published price list.

"Product" means any Avaya Products which AT&T has been authorized to resell under its Agreement with Avaya and listed on Exhibit A, including Hardware, Software or Systems offered for purchase or license by Avaya.

"Product Component" means an item or part of Hardware identified by an Avaya equipment code.

"Software" and "Licensed Materials" means computer programming, in object code form, that is separately provided, installed in Products, or provided as firmware. Where appropriate, "Software" includes any operating system software and software applications, as well as other types of software, whether contained on diskette, CD-ROMs, in read-only memory or on other media, including documentation for the software and any audio visual screen displays, report formats and audible prompts generated by the software. "Software" also refers, where appropriate, to both features and incremental units of capacity inherent in software that can be enabled and that are priced and licensed as separate Products.

"System" or "Network", as appropriate, is a collective reference to the interconnected Products purchased or licensed by AT&T for use at one of the End User's locations or campuses, but "Network" shall not include any public switched telephone network to which the System is to be connected.

"Third Party Software" means Software owned by a third party that is provided hereunder by Avaya.

"Unused Product" means a Product or Product Component originally manufactured by Avaya (or an entity controlled by, controlling or under common control with Avaya), never used. Frequently still in original packaging with original documentation, but which does not carry an Avaya factory warranty because of an improper acquisition of the Product or Product Component from a non-Avaya authorized source. Purchase and/or sale of Unused Product is a violation of this Agreement.

"US Federal Government" means the departments, agencies or instrumentalities which includes but is not limited to the US Postal Service, Federal Deposit Insurance Corporation, Social Security Administration, Securities and Exchange Commission, of the US Federal Government.

ARTICLE 2. Purpose

This Addendum sets forth the terms and conditions under which, for the Licensed Purpose, SBC will provide Avaya lab equipment to Customer:

The hardware identified in Exhibit A ("Hardware") together with a license to all computer programs included with such Hardware provided by Avaya ("Embedded Software") and related documentation supplied therewith.

A license to certain stand-alone computer programs identified in Exhibit A, and related documentation supplied therewith, including updates to such software, modifications and enhancements, that may be delivered hereunder by Avaya to Customer ("Software").

Software shall not include any new software components or features or functions not identified in Exhibit A. The hardware and Embedded Software, collectively, are referred to as the "System". The Hardware, Embedded Software and the Software, collectively, are referred to as the "Products".

ARTICLE 3. Term of Agreement

This Addendum shall expire after a period of twelve (12) months ("Initial Term") from the Effective Date. This Addendum may be renewed for additional one (1) year terms ("Renewal Term") upon mutual written agreement of the parties. The Initial Term and each Renewal Term, collectively, referred to as the "Term".

ARTICLE 4. Intellectual Property

A. License Grant - Subject to the terms and conditions set forth in this Addendum, SBC hereby grants to Customer a non-exclusive, revocable, non-sublicensable license for Software and Embedded Software to the End user. The license shall run between Customer and Avaya and such Software shall be licensed for the Term as defined in Article 3 for use only at the applicable End User lab facility location or demonstration facility included on Exhibit D (the "Premises"), solely for the Licensed Purpose set forth above. The license granted in the End User Software License with respect to the Embedded Software is limited to use of the Embedded Software on the Hardware.

B. Limitation of License - Customer is not permitted to use the Products in the normal course of Customer's business operations. Customer may not connect Products to the public switched network unless so required to use the Software and/or Embedded Software for the Licensed Purpose. Customer may not use the Products in a "live production" environment.

Any use of the Software or the System not expressly authorized herein, including, without limitation, use of the Embedded Software on any other CPU, or removal of Software and/or Embedded Software from the Premises will automatically terminate this license.

ARTICLE 5. Termination/Cancellation

A. Customer may terminate this Addendum before the end of the Initial Term by providing notice to SBC and complying with the terms of paragraph B. SBC may terminate this Addendum without cause upon thirty (30) days' notice or immediately at any time if Customer fails to comply with any provision of this Addendum or if the Products are moved from the Premises.

B. Immediately upon expiration of the Term or any termination of this Addendum, Customer shall cease all use of the Hardware, Software and Embedded Software provided pursuant to this Addendum and shall promptly de-install or otherwise erase the Software/Embedded Software (and any portion thereof) from the memory of the Hardware and any other hardware or systems where it has been installed. Within ten (10) days after such expiration or termination, Customer will return the Hardware, Software and Embedded Software to SBC and any other SBC/Avaya confidential information provided to Customer, and Customer will destroy any and all applications, software, code, files or other programs created by Customer using the Software/Embedded Software. Customer shall certify to such destruction in writing upon SBC's request.

ARTICLE 6. Prices

See Exhibit A for prices.

ARTICLE 7. Provision of Services

Customer acknowledges and agrees that the Services provided herein shall be provided by Avaya technicians pursuant to an agreement between AT&T and Avaya. Therefore, Customer must agree to the End User Terms and Conditions for Services as described on Exhibit C.

ARTICLE 8. Entire Agreement

This Amendment, together with the master Agreement, constitutes the entire agreement between the parties. In the event of any conflict, inconsistency or incongruity between the terms of this Amendment and any term of the Master Agreement, this Amendment shall control with respect to the subject matter hereof.

ARTICLE 9. Effectiveness

This Amendment shall be effective upon the date of the last signature hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives. The respective signators represent they are authorized to execute this Amendment.

STATE OF MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

SBC GLOBAL SERVICES, INC.

By:

By:

Signature

Signature

Title

Title

Date

Date

EXHIBIT A
List of Hardware

State of Michigan Lab System

Equipment Code	Description	QTY	Customer Unit Price	Customer Total Price
Main Equipment Section				
113090	ENTERPRISE CONFIG TO QUOTE MATERIAL	1	0.00	0.00
185446	AVAYA COMMUNICATIONS SOLUTION	1	0.00	0.00
183443	CM S87XX MODEL	1	0.00	0.00
105631527	CP AHF110 BUS TERMINATOR	4	29.19	116.76
108773912	CP TN771DP FACILITY TEST	1	301.49	301.49
151121	SECURITY ASG SFTW RTU	1	326.83	326.83
175536	AVAYA COMPUTER TELEPHONY MIG	1	0.00	0.00
181427	IP SOFTPHONE R5 RTU ONE LIC	10	20.96	209.60
182013	CM2+ ACCESS TO CALL CENTER SFTW LIC	99	16.13	1,596.87
183688	COMPACT FLASH READER W/FLSHCRD	2	36.28	72.56
700290448	COMPACT FLASH READER	2	0.00	0.00
700381254	COMPACT FLASH 128MB	2	0.00	0.00
185596	C-LAN INTF CIRCUIT PACK TN799DP	5	201.53	1,007.65
185597	VAL CIRCUIT PACK TN2501	1	886.73	886.73
185601	CM3 S87XX SFTW LIC	1	0.00	0.00
195536	RLTY UNIT RDHT ENTRPRS MAJOR	1	0.00	0.00
185697	IP MEDIA RESOURCE 320 CHANNEL LIC	2	3,224.48	6,448.96
185701	IP MEDIA RESOURCE CP TN2602AP	2	808.12	1,612.24
186846	CP TN2312BP IPSI2	2	1,168.87	2,337.74
186966	AE SVCS CVLAN RTU	1	12,091.83	12,091.83
187146	CC R3.0	1	0.00	0.00
187730	SFTW ENTITLEMENTS LIC	1	0.00	0.00
187936	ADV SEG LIC WITH MEDIA	1	5.64	5.64
189648	IP AGT R6 LIC 3 FREE LIC	1	0.00	0.00
189737	CM3 US DOCUMENTATION	1	0.00	0.00
700384183	CM3.1 MGW & SRVR DOC #03-300151 ISS5	1	0.00	0.00
700374234	CM QUICK REF SET DOC #03-300366 ISS3	1	0.00	0.00
190342	EC500 R6 RTU	10	12.90	129.00
192622	CC NEW ELITE PER AGT 51-100 AGTS	99	109.63	10,853.37
192685	CC ADV SEG NEW OR ADD 51-100 AGTS	99	99.16	9,816.84
192777	HW DUP S8720 MEDIA SRVRS	1	806.12	806.12
192907	CC SHARED CONTROL ACCESS	99	0.00	0.00
193918	INTGR MGMT ENTRPRS ENTITLEMENT LIC	1	0.00	0.00
194224	CMEE R3 101-250 NEW LIC	245	45.14	11,059.30
194384	UPS ONLINE 1500VA W/SNMP/RAIL, 120V	2	335.30	670.60
194547	AE SVCS 3.1 HDWR BNDL MEDIA	1	0.00	0.00
194550	AE SVCS 3.1 RFA ENABLE	1	0.00	0.00
194559	AE SVCS 3.1 BASIC TSAPI RTU 26-50	30	7.59	227.70
194570	AE SVCS ADV TSAPI RTU LG	1	4,030.61	4,030.61

194577	CMAPI SFTW LIC CMS 26-50	30	36.28	1,088.40
195307	S8720 MEDIA SRVRS RHS	1	2,418.36	2,418.36
195311	INTEGRATED CSU RHS	10	289.40	2,894.00
700393770	120A5 CSU MOD RHS	10	0.00	0.00
700406101	DS1 LOOPBACK JACK 700A RHS	10	0.00	0.00
847107935	CSU MOD 18A BOOK MEMO	10	0.00	0.00
195406	S8500C MEDIA SERVER RHS	1	806.12	806.12
700396807	S8500C MEDIA SRVR RHS	1	0.00	0.00
700170053	TECH LAPTOP LAN X-OVER CBL 10FT	1	0.00	0.00
700405012	PWR SUPPLY FOR SAMP LITE RMB RHS	1	0.00	0.00
700361215	QUICK START HDWR INSTALL S8500 MS	1	0.00	0.00
700169998	S87xx AND 8500B ETHERNET CABLE BLUE	1	0.00	0.00
405362641	PWR CORD USA	16	1.45	23.20
700059645	CP TN744E CALL CLASS DET	2	340.19	680.38
700059652	CP TN2224CP DGTL LN 24PT	1	560.26	560.26
700170012	CABLE GREEN 5 METER	4	10.31	41.24
700178056	CABLE GREEN 25 METER	2	12.90	25.80
700257793	ASG SFTW KEY VERSION 2.2.1 LIC-DS	5	77.48	387.40
700259724	G650 MEDIA GATEWAY	2	628.78	1,257.56
700293111	AVAYA IP SOFTPHONE R5 CD-ROM	1	9.68	9.68
700306517	CP TN793CP ANLG 24PT	1	503.83	503.83
700350259	CP TN464HP DS1 INTFC	10	700.52	7,005.20
700356447	PWR SUPP 1151C1 TERM PWR W/CAT5 CBL	10	9.47	94.70
700387483	ENTERPRISE WINDOWS CD AND DOC	1	0.00	0.00
700395445	120A CSU CABLE 50FT RHS	10	4.83	48.30
700397292	AVAYA C363T SWITCH RHS	1	532.10	532.10
700405020	USB MODEM V.92 56K RHS	3	40.30	120.90
700406101	DS1 LOOPBACK JACK 700A RHS	10	19.99	199.90
700407786	CMS 1.2 LINUX UNITY SFTW CD NEW SYS	2	16.13	32.26
184846	CMS MODEL	1	0.00	0.00
178797	CMS MDM FOR TRBLESHITG AND ALRM ORIG	1	61.85	61.85
108849613	CRM ASSY MODEM	1	0.00	0.00
407361823	ADAPTER MOD EL-AX123014 RJ45 TO DB25	1	0.00	0.00
407122043	CRM ADAPTER KIT NULL MDM	1	0.00	0.00
192520	CMS NEW PER AGT LIC 51-100	99	109.63	10,853.37
192562	CMS PER SUPV LIC NEW OR ADD 1-5	5	143.49	717.45
192569	CMS R13 STD SFTW PKG	1	32.24	32.24
193108	CMS NEW NETRA210/SB150 TRACKING	1	0.00	0.00
187266	RLTY UNIT OPENLINK NEW	10	0.00	0.00
188781	RLTY UNIT OPENLINK MICE NEW	10	0.00	0.00
195291	CMS ADDL HDWR FOR NETRA PLTFRM	1	19.93	19.93
700388200	CMS R13 HDWR PLTFRM NETRA 210	1	1,882.53	1,882.53
185146	INTRG MGMT NEW MODEL	1	0.00	0.00
193920	INTGR MGMT ENTPRS	1	475.61	475.61
193933	INTGR MGMT MNTR LIC	1	532.21	532.21
700387483	ENTERPRISE WINDOWS CD AND DOC	1	0.00	0.00
700387533	VoIP MONITORING CD AND DOC	1	32.08	32.08
108917	AVAYA MAPD DEFINITY LAN SFTW LIC	1	241.84	241.84
J58890TL1L3	DEF RIU LAN GTWY SFTW	1	0.00	0.00
700032956	CALL VISOR ASAI DEF ECS ISSI	1	0.00	0.00
173727	MAPD SFTW UPG LIC CVLAN SRVR 8.2.1	1	1,934.69	1,934.69

173728	MAPD CYLAN FLD LIC UPG MDE 6 - 8 REM	1	967.35	967.35
407633999	SPORTSTER MDM 33.6 KBPS EXTL	1	73.53	73.53

Ancillary Equipment Section

Total Main Equipment Section	\$	101,162.71
Total Ancillary Equipment Section	\$	0.00
Total Equipment Before Discount	\$	101,162.71
Less System Discount	\$	0.00
Equipment Price	\$	101,162.71
Installation	\$	0.00
Administration	\$	1,035.00
Training	\$	0.00
Avaya Installation	\$	60,492.98
Total System Price	\$	162,690.69

EXHIBIT B

End User Pass Through Software License and Software Warranty

END USER SOFTWARE LICENSE AND LIMITED WARRANTY

END USER SOFTWARE LICENSE

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End User will not enable or attempt to permit any third party to enable Software features or capacity (e.g., additional storage hours, ports or mailboxes) which Avaya licenses as separate products without Avaya's prior written consent.

If the terms of this License differ from the terms of any license packaged with the Software, the terms of the license packaged with the Software shall govern.

End User agrees to permit Avaya to electronically audit your System and Network configurations for compliance with the terms of the software license as it relates to Software at the time of enablement of any separately licensed feature or incremental unit of capacity, and once each calendar year upon three (3) business-days' notice from Avaya.

In the event the Avaya equipment containing Software is sold or assigned by End User to another party, Avaya requires that the new owner or assignee execute a new Software license and pay the then current Software license fee, if any. Upon written request, Avaya will grant the new owner or assignee of the equipment the right to use any related Software, provided the new owner or assignee agrees, in writing, to Avaya's terms and conditions and pays Avaya's then current Software license fee. If the new owner or assignee of the equipment refuses to execute a new Software license agreement or pay the applicable Software license fee, or if the equipment is no longer to be used by End User, End User shall either return the Software, together with any copies, or destroy the Software and all copies, and provide Avaya with prompt written notice of such destruction.

TERM

This End User Software License shall expire after a period of ten (10) months ("Initial Term") from the Effective Date. This License may be renewed for additional one (1) year terms ("Renewal Term") upon mutual written agreement of the parties. The Initial Term and each Renewal Term, collectively, referred to as the "Term".

TERMINATION/CANCELLATION

A. End User may terminate this License before the end of the Initial Term by providing notice to Avaya and complying with the terms of paragraph B below and subject to payment of any termination or cancellation fees described in the applicable Exhibit and/or statement of work. Avaya may terminate this License without cause upon thirty (30) days' notice or immediately at any time if End User fails to comply with any provision of this License or if the Software are moved from the Premises.

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LIMITED WARRANTY AND LIMITED LIABILITY

Software. Avaya warrants that if the Software does not substantially conform to its specifications, the End User may return it to the place of purchase within ninety (90) days after the date of purchase, *provided* that End User has deployed and used the Software solely in accordance with this License and the applicable Avaya installation instructions. Upon determining that the returned Software is eligible for warranty coverage, Avaya will either replace the Software or, at Avaya's option, will offer to refund the License fee paid to Avaya to End User upon receipt from End User of all copies of the Software and related documentation. In the event of a refund, the License shall terminate.

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IN THE EVENT THAT END USER DOES NOT AGREE WITH ANY OF THE TERMS OF THIS LICENSE, END USER SHALL RETURN THE EQUIPMENT AND SOFTWARE IN ACCORDANCE WITH THE INSTRUCTIONS FROM THE ORIGINAL AVAYA AUTHORIZED SOURCE.

END USER SIGNATURE BELOW ACKNOWLEDGES THAT END USER HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF THE ABOVE LICENSE.

END USER: _____

Authorized Signature

Date

EXHIBIT C

END USER TERMS AND CONDITIONS FOR SERVICES

1. GENERAL TERMS.

1.1 **Cooperation.** End User will cooperate with Avaya as reasonably necessary for Avaya's performance of Services in a timely manner. This cooperation may include things such as: (i) providing Avaya with access to all facilities, hardware, software, work space and office support (telephone, internet access, etc.); (ii) ensuring that End User's premises are safe, free of any hazardous materials that affect Avaya's performance and have installed necessary power and climate control facilities; (iii) ensuring that End User has obtained connection to and all necessary permissions or consents from any public or private telephone network to which the products are connected and any necessary permissions from government authorities and holders of real property rights; (iv) provide Avaya with designated points of contact; (v) providing necessary telephone numbers and passwords to enable remote access to the products and notifying Avaya promptly of any changes made to such numbers or passwords; and (vi) items that may be identified by Avaya herein or in an applicable statement of work. End User is responsible for ensuring that End User's networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up End User's data and files in accordance with good computing practices. All times to be provided by End User are at End User's expense.

1.2 **Insurance and Bonds.** End User shall maintain at its own expense during the term of this Agreement, all insurance and bonds required by any applicable law including, but not limited to, worker's compensation insurance, employer's liability insurance with a limit of no less than one million dollars (\$1,000,000) per accident, commercial general liability insurance including products/completed operations and contractual coverage with a limit of no less than one million dollars (\$1,000,000) each occurrence, and automobile liability with a limit of no less than one million dollars (\$1,000,000) each occurrence. End User shall be responsible for physical loss or damage to Avaya goods while on End User's premises or otherwise within End User's care, custody or control, whether insured or not by End User.

1.3 Remote Access.

- (a) Where provision of Services is dependent on remote access to the products being serviced, Avaya will provide and maintain any necessary connection equipment and End User will provide, maintain and pay for the dedicated telephone connection. End User shall agree to allow Avaya to connect other items of equipment to the products being serviced, such as a tracker, for diagnostic purposes.
- (b) Avaya may establish password protection of or remote access with passwords being changed by Avaya at random times to maintain security, and also immediately after an engineer or other Avaya employee who knows such passwords leaves the employ of Avaya. On written request from End User, End User may take full responsibility for the allocation, management and control of access passwords and changes thereto, provided that Avaya is promptly advised in writing of the procedures to be used and passwords so issued so as to ensure Avaya has uninterrupted, continuous remote access other products being serviced.
- (c) End User will not disconnect any facilities or equipment for remote access, or otherwise impede or prevent such remote access without the prior written consent of Avaya. Upon the express written permission of Avaya, End User may disable the remote access or items of diagnostic equipment, or the tracker may be disabled until remote access is enabled by the times agreed in writing by the parties, and that remote access remains enabled for the duration of the Services activity. Any Avaya response time specified by the parties in the applicable Order will be extended by the period Avaya is, or was unable to remotely access the product(s) for any reason including, but not limited to, delays caused by the unavailability of passwords issued by End User.

2. END USER INSTALLATION SERVICES TERMS

2.1 Avaya Installation Services Warranty

2.1.1 **Warranty.** Avaya warrants to End User that Installation Services will be carried out in a professional and workmanlike manner by qualified personnel. The warranty period will be thirty (30) days from the performance of the applicable Installation Services.

2.1.2 Remedies. To the extent that Avaya has not performed Installation Services in conformance with the above warranty, and Avaya receives notice from End User identifying the non-conformance within thirty (30) days of its occurrence, Avaya will re-perform the non-conforming Installation Services. If Avaya determines that re-performance is not commercially reasonable, Avaya will refund to AT&T the fees for the non-conforming Installation Services. Under no event will Avaya be obligated to refund any amounts in excess of the fees paid to Avaya for the Installation Services: THIS REMEDY WILL BE END USERS'S SOLE AND EXCLUSIVE REMEDY AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES END USER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF INSTALLATION SERVICES.

2.1.3 Disclaimer of Other Warranties. EXCEPT AS PROVIDED IN THIS SECTION, NEITHER AVAYA NOR ITS SUPPLIERS OR LICENSORS MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO INSTALLATION SERVICES, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.2 End User Responsibilities for Installation Services

2.2.1 Project Management

End User will provide the following project management information to Avaya prior to the commencement of the Installation Services:

2.2.1.1 End User Project Coordinator. End User will identify an "End User Project Coordinator" with a thorough understanding of End User's overall business, and the technology of communications systems and networks, who will be a single point of contact for Avaya and will have power to make binding decisions on behalf of End User within the scope of the applicable Installation Services.

2.2.1.2 Departmental Coordinators. End User will identify one or more "Departmental Coordinators" where either party believes the size or complexity of the project warrants such an individual. As part of the project plan, the End User Project Coordinator will communicate day-of-cut service expectations and identify priorities (e.g., individuals and/or departments that will be moved to the system first).

2.3 General Responsibilities

End User's Project coordinator is responsible for all of End User's responsibilities by the dates indicated in the applicable statement of work or otherwise agreed as applicable to the project, such as:

2.3.1 General

- Provide all specifications to any End User vendors such as electrical, facilities, warning and HVAC
- Provide site-specific variables for equipment installation, translations and configuration including floor plans for equipment room configuration and location of equipment
- Provide all network provisioning and circuit information (e.g., IP address, subnet mask, gateway, machine names, modem numbers, etc.) including network diagrams
- Confirm all demarcation (DMARC), wiring requirements and electrical work are completed at each site/location
- Confirm all networks and dial circuits are installed, identified, and operational
- Verify installation of network connection is complete and operational, when applicable
- Coordinate all facility additions, changes and upgrades, providing telecommunications carrier/vendor contact information for network facilities and forwarding all network problems to the appropriate vendor
- Verify any non-Avaya equipment to be installed by Avaya is on site
- Install and verify the operation of all external communications equipment not covered in an applicable statement of work
- Ensure that DMARC points can be connected to the equipment with the cables provided
- Ensure the performance, availability and installation of equipment or services to be performed by other vendors, when applicable
- Assign End User personnel for receipt of equipment
- Ensure the administrator and end-users complete training on schedule, when appropriate
- Provide a secured and protected area for storage of tools and equipment near the installation site on premises

2.3.2 Site Survey

- Inspect the installation site and confirm site information
- Complete the Avaya site/equipment room checklist outlining site environment, circuit termination, and system checkpoints/prerequisites
- Return the site/equipment room checklist documentation to the Avaya PPO, as agreed to in the project plan.

2.3.3 Negotiation with Telecommunications Service Providers and other Vendors

- Arrange with End User's telecommunications service provider for all feeder cable, and ensuring all DMARC extension requirements are identified, furnished, and visibly marked for easy identification by Avaya within twenty-five (25) feet of the equipment being installed by Avaya
- Reserve facilities and bandwidth with all applicable telecommunications service providers
- Obtain rights-of-way across land not belonging to End User in the event that outside cables are being added or rearranged.

2.3.4 Equipment Delivery

- Accept shipment of equipment delivered to End User's premises (but not opening cartons) and notifying the Avaya project manager of delivery
- Inventory shipment by box count
- Identify any obvious external damage to delivered equipment
- Check any shock or tilt indicators on equipment packaging to see if they have been tripped
(If there are problems with ANY of the previous three items, End User is to note the discrepancy or damages on the carrier's manifest sheet, accept delivery and inform the Avaya project manager of the problem immediately)
- Remove all shipping documents attached to the outside of any cartons and keep them with the equipment (Avaya will need these documents during equipment installation)

2.3.5 Installation and De-installation Activities

- Provision and placement of any power source(s) (AC and/or DC)
- Route application cables from Avaya-installed equipment to non-Avaya-installed equipment
- Provide appropriate packing materials and labels for de-installed equipment to be packed by Avaya
- Arrange for transportation of de-installed equipment

2.4 Responsibilities Unique To Installation Services For Avaya Voice Products

2.4.1 Project Management

- Provide site-specific information, such as templates for stations, software networking and trunking requirements, station data, equipment location (marked with extension, phone type, cable pair, jack number, name of user for items such as bells, fax machines, modems, paging speakers, voice terminals/phones, etc.) and a spreadsheet with corresponding information for cross-connect work to be performed in the equipment room
- Assist in help desk operations or cutover support for the first day of service
- Complete all station wire and station 110 terminations and cross-connects where applicable

2.4.2 Remote Access

- Install or arrange for the installation of a 7x24 dedicated remote access line not later than the date the equipment is delivered to End User's premises and deliver the number to the Avaya project manager promptly after that number is available

2.4.3 Negotiation with Telecommunications Service Providers and other Vendors

- Provide and install the Main Distribution frame (MDF) or wall field for station wire terminations (must consult with the Avaya project manager to determine wall field requirements prior to the placement of any cables)
- Provide all station, riser, feeder and inter-building cable and wire to meet specifications provided by Avaya
- Verify, tag, tone, test and document the distribution system according to the requirements provided by the Avaya project manager (certain requirements such as cable pair (including IDF closets), jack number, station number, station type, cube location are to be documented in a spreadsheet format with a wall/floor plan marked to match the spreadsheet document)
- Make any arrangements for telephone number changes End User requires relating to the cutover (e.g., service provider interception and rerouting of calls to old telephone number)

2.4.4 Solution Design and Development

- Conduct station detail gathering (e.g., matching of existing voice terminals and data modules with user, defining station classes of service, determine button features, define call coverage and call pickup groups) in accordance with Avaya's instructions
- Perform data gathering for stations and subscriber mailboxes and inputting subscriber information into Avaya tools for Avaya to verify and upload to the switch and messaging system
- Provide a station layout floor plan, including names, room numbers, and voice terminal types, jack numbers, cable pair and extension numbers
- Determine with assistance from Avaya direct inward dialing numbers, listed directory numbers, feature dial access codes, and station numbering plans for each communication system
- Finalize with assistance from Avaya a numbering plan and determining connectivity of trunk facilities
- Refrain from making any of the following system changes without first obtaining authorization from the Avaya project manager: (1) accessing Avaya MultiVantage™ system logins or making changes to the permissions of logins intended for exclusive use by Avaya (INIT, INADS and Craft); (2) establishing Maintenance Software Permissions (MSP) for end-user-level logins, without executing an Avaya software permissions addendum; and (3) activating any features for which a license had not been obtained from Avaya

2.4.5 Use of Existing Wire

- Procure a wiring vendor to identify (test, tone and tag) pre-existing wire and cable (e.g., station wire, riser cable, campus cable, cross-connect field, terminal blocks, outlets, lightning protection, and any other miscellaneous wiring equipment), as well as determine if that wire and cable can be reused and meet the requirements provided by Avaya
- Correct or replace the existing wire if, during the installation process, Avaya determines the existing wire and cable plant does not meet Avaya's requirements (if Avaya determines that the required wiring work would delay the system cutover, End User may: (1) proceed with the installation without the unusable sets and arrange for them to be installed after the wiring has been repaired/corrected (rescheduling the work will be subject to then current Avaya time and materials services rates); or (2) delaying the installation and paying applicable charges for rescheduling the work

2.4.6 Post-Installation

- Together with Avaya, outline trouble-reporting procedures and logistics for use during any limited cutover help desk support that Avaya has agreed to provide
- Provide a representative to support the limited cutover help desk
- After completion of installation and a review with Avaya of the communication system software translations setup (as implemented at time of cutover) and other security recommendations, sign-off on the review document and email and/or fax to Avaya

2.5 Responsibilities Unique To Installation Services For Avaya Data Networking Products

2.5.1 Solution Design and Development

- If Avaya is to perform technical assurance, provide a complete network design (including site specific topologies), a detailed equipment parts list, a list of scheduled installation dates and timeframe (2-hour window), and all applicable configuration files
- Update network design and configuration files with recommendations from Avaya prior to the scheduled installation
- Ensure all devices, servers, DHCP platforms are properly installed and have network connectivity to all DHCP clients
- Ensure the network is capable of supporting DHCP requests to the servers and then passing DHCP information back to the clients
- Provide DHCP IP address pools, subnets and masks as needed to support any VoIP application
- Provide a file naming convention to be utilized by the designated devices and servers for this application
- Provide a network topology sufficient to trace DHCP traffic from clients (and points) to the server
- Provide a shipping account number to cover shipping charges from the Avaya staging location to End User's locations
- Provide an advance Shipping Notice (ASN) to the Avaya staging locations and identify shipments with Purchase Order Number (PO#), equipment and quantities
- Make arrangement for the delivery of non-Avaya-sourced equipment to the Avaya staging location and ensure the outside of the equipment container is marked with End User's name (failure to note End User's name may result in the shipment not being received at the Avaya staging location)
- Provide input to complete configuration and option parameters
- If Systems Integrator does not purchase Solution Design and Development services, design information must be submitted to Avaya three (3) business days prior to the equipment arriving at the Avaya staging location for configuration documentation use during the staging process
- Provide all software upgrades required to bring the device to the most current upgrade level
- Confirm End User can download software to FFTP server for remote technician to upgrade (if End User cannot download to the TFTP Server, field technical dispatch may be available for an additional charge)

2.5.2 Deployment

- Where End User is managing its own VPN network, provide a dedicated server for installation of VPNmanager® software and install and verify software is functional prior to technician arrival
- For VPN installations requiring installation of remote client software, provide a typical user workstation (only one on-site configuration of remote client software is included)

2.6 Responsibilities Unique To Installation Services For Contact Center Products

2.6.1 General

- Provide conference room for solution overview and individual design sessions (projector for laptop or overhead projector; easel with pad; white erase board)
- Provide list of names and titles of key personnel attending solution overview
- Return tentative schedule of events with names of personnel attending each design
- Provide details of existing call flows, including call flows to VRU(s) and Auto Attendant(s)
- Provide list of all trunk groups (including 800, DID, CO, TIE, etc.) routing calls to the contact center
- Provide list of all 800 numbers associated with the contact center
- Provide list of all VDNs associated with the contact center
- Provide dial-up information and login ID/password to the MultiVantage™ system
- Provide dial-up information and login ID/password to the CMS server
- Provide training facility – classroom for training with one Avaya CMS Supervisor client PC for every two users
- The PCs utilizing Avaya CMS Supervisor software should be connected to the LAN

2.6.2 Small Contact Center

- Provide an analog station line from the DEFINITY® system if using DID extensions or a central office line for remote maintenance and training of BCMSR using pcANYWHERE™ software
- Provide PC(s), 14.4 Kbps or greater modem, and TCP/IP LAN Network according to the following BCMSR R2 System Requirements prior to BCMSR installation: BCMSR client software may be loaded on the same PC that is used for the server if only a single license was purchased. In this case LAN connectivity is not required; however, the TCP/IP protocol and Microsoft networking is required; however, the TCP/IP protocol and Microsoft networking is required with the MS Loopback Adapter or a Network Interface Card (NIC).

2.7 Cancellation and Rescheduling

2.7.1 Cancellation of Installation Services. AT&T may cancel Installation Services subject to the following cancellation charges:

2.7.2 Cancellation requests received two (2) weeks or less prior to the date Avaya begins to perform Installation Services shall be subject to a cancellation charge of twenty-five percent (25%) of the Installation Services fees described in the applicable Order.

2.7.3 Cancellation requests received after the date Avaya begins to perform Installation Services, but before Installation Services cutover, shall be subject to a cancellation charge of seventy-five percent (75%) of the Installation Services fees described in the applicable Order.

2.7.4 After Installation Services In Service Date, no cancellation will be permitted.

2.7.5 Rescheduling of Installation Services. AT&T may reschedule Installation Services subject to the following rescheduling charges. Avaya will invoice AT&T for rescheduling charges in addition to the fees for Installation Services described in an applicable Order.

2.7.6 Rescheduling requests received two (2) weeks or less prior to the date Avaya begins to perform Installation Services shall be subject to a rescheduling charge of ten percent (10%) of the Installation Services fees described in the applicable Order.

2.7.7 Rescheduling requests received after the date Avaya begins to perform Installation Services, but before Installation Services cutover, shall be subject to a rescheduling charge of twenty-five percent (25%) of the Installation Services fees described in the applicable Order.

2.7.8 After Installation Services In Service Date, no rescheduling will be permitted.

3. NO SOLICITATION

During the period Avaya provides Services, and for one (1) year after completion of all Services, End User agrees not to solicit for employment any Avaya employee performing the Services. In the event that End User solicits any Avaya employee performing the Services prior to the end of this period, End User agrees to pay Avaya a finders fee equal to one hundred and fifty percent (150%) of such solicited individual's gross annual salary or other remuneration prior to solicitation, in addition to any other remedies available to Avaya, at law or in equity. Nothing in this paragraph will restrict the right of End User to recruit or solicit generally in the media or the right of End User to hire, without prior written consent, an Avaya employee who answers any advertisement or who applies for hire without having been recruited or solicited personally by End User.

EXHIBIT D
PREMISES

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 27, 2006

CHANGE NOTICE NO. 26 (REVISED)
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #26

Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modified pricing and service offering for Audio, Video, CBDS III, Cnetrex, VoIP, Pass through charges, OPT-E_MAN and SONET are hereby incorporated into this contract with no additional modifications in pricing, terms or conditions.

NOTE: Vendor contact has been changed from Robert Weldon to Robert O'Brien.

AUTHORITY/REASON:

Per agency request (Jack Harris) on July 1, 2006.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 3, 2006

CHANGE NOTICE NO. 26
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 Ro6361@att.com	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert O'Brien (517) 334-3614
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #26

Page 2

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AUTHORITY/REASON:

Per agency request (Jack Harris) on July 1, 2006.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Audio Pricing with AT&T

Mar-06

AT&T Domestic Audio - Teleconference Bridge Service

Call Type	Usage Per Minute
AT&T Dial Out/Operator Assisted Conference Call	\$0.210
Operator Assisted Bridge Arrangement Toll Free Dial In	\$0.115
Automated Access Bridge Arrangement Toll Free Dial In	\$0.080
Automated Access Bridge Arrangement Toll Free Dial In Reservationless	\$0.040
Operator Assisted Bridge Arrangement Caller Paid Dial In	\$0.110
Automated Access Bridge Arrangement Caller Paid Dial In	\$0.080
Automated Access Bridge Arrangement Caller Paid Dial In Reservationless	\$0.034

AT&T Executuve Teleconference Service

Call Type/ Dial In/Dial Out	Price Per Port Minute of Use
Domestic Operator Dial Out	\$0.450
Domestic Toll Free Dial In	\$0.400
Domestic Caller Paid Dial In	\$0.350

AT&T Event/Event Deluxe Teleconference Service

Call Type/ Dial In/Dial Out	Price Per Port Minute of Use
Domestic Operator Dial Out	\$0.450
Domestic Toll Free Dial In	\$0.250
Domestic Caller Paid Dial In	\$0.200

WebMeeting **Per Minute
Per Port**
\$0.150

Video Conferencing Pricing

Discount from Price is 15%

Assisted conferencing with Meet & Greet Video Broadcast	Bridge Dial-Out	
Video Bridging – Call Types	Price	
ISDN (H.320) Speeds up to 512 Kbps	\$	1.00
ISDN (H.320) Speeds up to 768 Kbps	\$	1.50
ISDN (H.320) Speeds greater than 768 Kbps	\$	1.90
IP (H.323) Speeds up to 512 Kbps	\$	1.00
IP (H.323) Speeds up to 768 Kbps	\$	1.50
IP (H.323) Speeds greater than 768 Kbps	\$	1.90

* Network/ISDN Transport charges additional (see Bridge Dial-Out Transport section)

Conference Features	Price	
Meet and Greet – Video Site-by-Site		\$49.00
Dedicated Conference Producer		\$100.00
Audio-only add-on Port		\$0.59
Communication Line		\$0.59
Public Video Room Rental Reservation		\$55.00
T.120 Document Conferencing		\$0.25
IP / ISDN Gateway Conversion		\$1.00
Universal Conference Control (audio port included)		\$0.85
Custom Background (per logo/background)		\$250.00
Conference Recording (CD or VHS tape)		\$75.00
Satellite Downlink Connection		\$240.00
Event Management Services		\$250.00

*** Dedicated Conference Producer Required

****Billed to host site

Long Distance Video Transport (ISDN) - Bridge Dial-Out Call Type Only

A Bridge Dial-Out usage transport charge applies for each 112/128 kbps through 768 kbps call connected from a video bridge to the Customer location for Standards-based bridging. Standards-based bridging is defined as International Telecommunications Union Video Conferencing Standards H.320.

The rates below apply for Bridge Dial-Out calls associated with AT&T's services:

US - The Bridge Dial-Out usage transport rates specified below apply per US location dialed from a bridge located in the US:

Bridge Dial-Out - Long Distance ISDN Video Transport	
Speed	Per Minute Per Site*

Per 56/64 kbps call leg

\$0.15

* All calls are billed by rounding up to the nearest full minute.

Colorado Video Center

For AT&T Executive Video Service Conference Calls (video service provisioned out of the Colorado Center), a 15% discount will apply to bridge rates as specified in the AT&T Business Service Guide located at <http://www.att.com/serviceguide/business>, ("the Service Guide") as amended from time to time.

Colorado Video Center

For AT&T Executive Video Service Conference Calls (video service provisioned out of the Colorado Center), a 15% discount will apply to transport rates as specified in the AT&T Business Service Guide located at <http://www.att.com/serviceguide/business>, ("the Service Guide") as amended from time to time.

International - The Bridge Dial-Out International usage transport rates specified below apply per location dialed from a bridge located in the US or UK.

The Rates listed below reflect the per minute charges per site for each 56Kbps/64Kbps call (2 channels). For a 336/384Kbps call (6 Channels) please multiply the Price below times six. Speeds are available up to 672/768Kbps (in 2 Channel increments). All calls are billed by rounding up to the nearest full minute.

Bridge Dial-Out International Video Long Distance Transport (ISDN)

- **Prices are listed per 56/64 Kbps (1 Channel) per site per minute**
 - Speeds are available up to 672/768 Kbps (in 2 Channel increments)
 - Example: multiply the Price below times 6 for a 336/384 Kbps call (6 Channels)
- **Prices below are list price. A 15% discount will be applied for State of Michigan**

Location	Dial-Out from US Bridge 56/64 Kbps / Minute
USA	\$0.15
Brazil	\$1.48
Italy	\$1.56
People's Republic of China	\$1.66
Argentina	\$1.48
Australia	\$1.91
Austria	\$1.56
Belgium	\$1.62
Canada	\$0.34
Chile	\$1.55

Colombia	\$2.66
Croatia	\$2.22
Czech Republic	\$1.35
Denmark	\$1.53
Estonia	\$2.22
Finland	\$1.36
France	\$1.46
Germany	\$1.46
Greece	\$1.44
Hawaii	\$0.57
Hong Kong	\$1.53
Hungary	\$1.30
India	\$1.83
Ireland	\$1.46
Latvia	\$2.22
Mexico	\$1.07
Morocco	\$1.46
Netherlands	\$1.31
Norway	\$1.36
Poland	\$1.30
Portugal	\$1.44
Romania	\$2.22
Russia	\$1.25
Slovakia	\$2.22
South Africa	\$1.43
Spain	\$1.44
Sweden	\$1.31
Switzerland	\$1.46
United Kingdom	\$0.95

CBDS III Std Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	Router	MMM	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
Std Edge Site 512K	512K FT-1 Port	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	Low End Router (2801)	MMM - Single VPN Router 512K FT1			
\$	615.00	\$ 104.00	\$ 156.00	\$ 33.00	\$ 55.00	\$ 267.00			
Std Edge Site 768K	768K FT-1 Port	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	Mid-Level Router (2811, 3840)	MMM - Single VPN Router 768K FT1			
\$	1,150.00	\$ 134.00	\$ 156.00	\$ 42.00	\$ 110.00	\$ 708.00			
Std Edge Site T1	T1 Port	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	Mid-Level Router (2811, 3840)	MMM - Single VPN Router T1			
\$	1,275.00	\$ 164.00	\$ 156.00	\$ 84.00	\$ 110.00	\$ 761.00			
Std Edge Site 3.0M	3.0M Port	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	Mid-Level Router (2811, 3840)	MMM - Single VPN Router T1	T1/FT1 DSU WIC		
\$	1,655.40	\$ 310.00	\$ 312.00	\$ 132.00	\$ 110.00	\$ 761.00	\$ 30.40		
Std Edge Site 4.5M	4.5M Port	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	Mid-Level Router (2811, 3840)	MMM - Single VPN Router T1	T1/FT1 DSU WIC	T1/FT1 DSU WIC	
\$	2,004.80	\$ 450.00	\$ 468.00	\$ 155.00	\$ 110.00	\$ 761.00	\$ 30.40	\$ 30.40	
Std Edge Site 6.0M	6.0M Port	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	Mid-Level Router (2811, 3840)	MMM - Single VPN Router T1	T1/FT1 DSU WIC	T1/FT1 DSU WIC	T1/FT1 DSU WIC
\$	2,364.20	\$ 580.00	\$ 624.00	\$ 188.00	\$ 110.00	\$ 761.00	\$ 30.40	\$ 30.40	\$ 30.40
Std Edge Site 9.0M	9.0M Port	9.0M Port	9.0M Access	PVC w/9.0M CIR + MPLS	High End Router (3845, 7200)	MMM - Single VPN Router T1			
\$	3,148.00	\$ 825.00	\$ 836.00	\$ 237.00	\$ 300.00	\$ 850.00			
Std Edge Site 12.0M	12.0M Port	12.0M Port	12.0M Access	PVC w/12.0M CIR + MPLS	High End Router (3845, 7200)	MMM - Single VPN Router T1			
\$	3,723.00	\$ 1,050.00	\$ 1,248.00	\$ 275.00	\$ 300.00	\$ 850.00			
Std Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS	High End Router (3845, 7200)	MMM - Single VPN Router DS3			
\$	5,200.00	\$ 1,988.00	\$ 1,516.00	\$ 546.00	\$ 300.00	\$ 850.00			

CBDS III MSP Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	Router	MMM	VPN Membership	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
MSP	VPN Edge Site 512K	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	Low End Router (2801)	55.00 \$	Per VPN Membership			
U Inet		104.00 \$	156.00 \$	33.00 \$		287.00 \$	20.00 \$			
	VPN Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership			
		134.00 \$	156.00 \$	42.00 \$		708.00 \$	20.00 \$			
	VPN Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership			
		154.00 \$	156.00 \$	84.00 \$		761.00 \$	20.00 \$			
	VPN Edge Site 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	TI/FTI DSU WIC		
		310.00 \$	312.00 \$	132.00 \$		761.00 \$	20.00 \$	30.40 \$		
	VPN Edge Site 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	TI/FTI DSU WIC		
		450.00 \$	468.00 \$	155.00 \$		761.00 \$	20.00 \$	30.40 \$		
	VPN Edge Site 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	TI/FTI DSU WIC		
		560.00 \$	624.00 \$	188.00 \$		761.00 \$	20.00 \$	30.40 \$		
	VPN Edge Site 9.0M	9.0M Port	9.0M Access	PVC w/9.0M CIR + MPLS	High End Router (3845, 7200)	300.00 \$	Per VPN Membership			
		825.00 \$	936.00 \$	237.00 \$		850.00 \$	20.00 \$			
	VPN Edge Site 12.0M	12.0M Port	12.0M Access	PVC w/12.0M CIR + MPLS	High End Router (3845, 7200)	300.00 \$	Per VPN Membership			
		1,050.00 \$	1,248.00 \$	275.00 \$		850.00 \$	20.00 \$			
	VPN Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS	High End Router (3845, 7200)	300.00 \$	Per VPN Membership			
		1,986.00 \$	1,516.00 \$	546.00 \$		850.00 \$	20.00 \$			

CBDS III LGnet Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	Router	MMM	VPN Membership	NAT	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
LGnet w/ (NAT)	VPN-NAT Edge Site 512K	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	Low End Router (2801)	55.00 \$	Per VPN Membership	NAT			
		104.00 \$	156.00 \$	33.00 \$		287.00 \$	20.00 \$	20.00 \$			
	VPN-NAT Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	NAT			
		134.00 \$	156.00 \$	42.00 \$		708.00 \$	20.00 \$	20.00 \$			
	VPN-NAT Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	NAT			
		154.00 \$	156.00 \$	84.00 \$		761.00 \$	20.00 \$	20.00 \$			
	VPN-NAT Edge Site 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	NAT	TI/FTI DSU WIC		
		310.00 \$	312.00 \$	132.00 \$		761.00 \$	20.00 \$	20.00 \$	30.40 \$		
	VPN-NAT Edge Site 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	NAT	TI/FTI DSU WIC		
		450.00 \$	468.00 \$	155.00 \$		761.00 \$	20.00 \$	20.00 \$	30.40 \$		
	VPN-NAT Edge Site 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	Mid-Level Router (2811, 3640)	110.00 \$	Per VPN Membership	NAT	TI/FTI DSU WIC		
		560.00 \$	624.00 \$	188.00 \$		761.00 \$	20.00 \$	20.00 \$	30.40 \$		
	VPN-NAT Edge Site 9.0M	9.0M Port	9.0M Access	PVC w/9.0M CIR + MPLS	High End Router (3845, 7200)	300.00 \$	Per VPN Membership	NAT			
		825.00 \$	936.00 \$	237.00 \$		850.00 \$	20.00 \$	20.00 \$			
	VPN-NAT Edge Site 12.0M	12.0M Port	12.0M Access	PVC w/12.0M CIR + MPLS	High End Router (3845, 7200)	300.00 \$	Per VPN Membership	NAT			
		1,050.00 \$	1,248.00 \$	275.00 \$		850.00 \$	20.00 \$	20.00 \$			
	VPN-NAT Edge Site DS3	DS3 40Mbps Port	DS3 40Mbps Access	PVC w/40000K CIR + MPLS	High End Router (3845, 7200)	300.00 \$	Per VPN Membership	NAT			
		1,986.00 \$	1,516.00 \$	546.00 \$		850.00 \$	20.00 \$	20.00 \$			

CBDS III Multi-Net Device without NAT Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	2nd PVC	Router	MMM	VPN Membership	Multi-VRF	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
MND without (NAT) 2 Neta Min	Multi-Net Device Edge Site 512K	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	33.00 \$	Low End Router (2821)	MM - Single VPN Router 512K FT-1	Per VPN Membership	Multi-VRF			
		104.00 \$	156.00 \$	156.00 \$	33.00 \$		58.00 \$	287.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	42.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router 768K FT-1	Per VPN Membership	Multi-VRF			
		134.00 \$	156.00 \$	156.00 \$	42.00 \$		110.00 \$	708.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	84.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF			
		164.00 \$	156.00 \$	156.00 \$	84.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	132.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	T1/FT1 DSU WIC		
		310.00 \$	312.00 \$	312.00 \$	132.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	155.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	T1/FT1 DSU WIC		
		450.00 \$	465.00 \$	465.00 \$	155.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	188.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	T1/FT1 DSU WIC		
		560.00 \$	624.00 \$	624.00 \$	188.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site 9.0M	9.0M Port	9.0M Access	PVC w/9.0M CIR + MPLS	237.00 \$	High End Router (3845, 7200)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF			
		825.00 \$	895.00 \$	895.00 \$	237.00 \$		300.00 \$	850.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site 12.0M	12.0M Port	12.0M Access	PVC w/12.0M CIR + MPLS	275.00 \$	High End Router (3845, 7200)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF			
		1,050.00 \$	1,248.00 \$	1,248.00 \$	275.00 \$		300.00 \$	850.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site DSS	DSS 40Mbps Port	DSS 40Mbps Access	PVC w/40000K CIR + MPLS	546.00 \$	High End Router (3845, 7200)	MM - Single VPN Router DSS	Per VPN Membership	Multi-VRF			
		1,888.00 \$	1,616.00 \$	1,616.00 \$	546.00 \$		300.00 \$	850.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$

CBDS III Multi-Net Device with NAT Edge Site Bundle Table

Bundle USE	Bundle Name	Port	Access	PVC	2nd PVC	Router	MMM	VPN Membership	Multi-VRF	NAT	2nd T1 WIC	3rd T1 WIC	4th T1 WIC
MND with (NAT) 2 Neta Min	Multi-Net Device Edge Site +NAT 512K	512K FT-1 Port	512K FT-1 Access	PVC w/512K CIR + MPLS	33.00 \$	Low End Router (2821)	MM - Single VPN Router 512K FT-1	Per VPN Membership	Multi-VRF	NAT			
		104.00 \$	156.00 \$	156.00 \$	33.00 \$		58.00 \$	297.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT 768K	768K FT-1 Port	768K FT-1 Access	PVC w/768K CIR + MPLS	42.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router 768K FT-1	Per VPN Membership	Multi-VRF	NAT			
		134.00 \$	156.00 \$	156.00 \$	42.00 \$		110.00 \$	708.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT T1	T1 Port	T1 Access	PVC w/1536K CIR + MPLS	84.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	NAT			
		164.00 \$	156.00 \$	156.00 \$	84.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT 3.0M	3.0M Port	3.0M Access	PVC w/3.0M CIR + MPLS	132.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	NAT	T1/FT1 DSU WIC		
		310.00 \$	312.00 \$	312.00 \$	132.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT 4.5M	4.5M Port	4.5M Access	PVC w/4.5M CIR + MPLS	155.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	NAT	T1/FT1 DSU WIC		
		450.00 \$	468.00 \$	468.00 \$	155.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT 6.0M	6.0M Port	6.0M Access	PVC w/6.0M CIR + MPLS	188.00 \$	Mid-Level Router (2811, 3840)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	NAT	T1/FT1 DSU WIC		
		560.00 \$	624.00 \$	624.00 \$	188.00 \$		110.00 \$	761.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT 9.0M	9.0M Port	9.0M Access	PVC w/9.0M CIR + MPLS	237.00 \$	High End Router (3845, 7200)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	NAT			
		825.00 \$	895.00 \$	895.00 \$	237.00 \$		300.00 \$	850.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT 12.0M	12.0M Port	12.0M Access	PVC w/12.0M CIR + MPLS	275.00 \$	High End Router (3845, 7200)	MM - Single VPN Router T1	Per VPN Membership	Multi-VRF	NAT			
		1,050.00 \$	1,248.00 \$	1,248.00 \$	275.00 \$		300.00 \$	850.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$
	Multi-Net Device Edge Site +NAT DSS	DSS 40Mbps Port	DSS 40Mbps Access	PVC w/40000K CIR + MPLS	546.00 \$	High End Router (3845, 7200)	MM - Single VPN Router DSS	Per VPN Membership	Multi-VRF	NAT			
		1,888.00 \$	1,616.00 \$	1,616.00 \$	546.00 \$		300.00 \$	850.00 \$	20.00 \$	20.00 \$	20.00 \$	20.00 \$	30.40 \$

CBDS III Optional Services Table		
Product/Service	Monthly	NRC
Router High Availability		
Edge Site UPS System	\$0	\$510
Redundant Power Supply (RPS)	\$60	\$0
PWR-7200 (Redundant Power Supply for 7206)	\$91.17	\$0
Circuit High Availability		
ISDN Backup (BRI with 2 "B" Channels including usage)	\$54	\$112
Backup P-to-P DS0 Circuit to Another Edge Site Within Same Wire Center	\$136	\$0
Backup P-to-P DS1 Circuit to Another Edge Site Within Same Wire Center	\$236	\$0
Redundant Edge site FRS circuit		
FRS Port (see Std Edge Site Bundles table for pricing)	see table	\$0
FRS Access (see Std Edge Site Bundles table for pricing)	see table	\$0
MPLS PVC CIR (see MPLS PVC/CIR table for pricing)	see table	\$0
Diverse Routing on Redundant FT1 or DS1 UNI Circuit	\$75	\$525
Additional LAN / WAN Interfaces		
Standard Edge router includes two Ethernet interfaces	\$0	\$0
1 Port Ethernet Network Module (No new installs - being phased out)	\$30.39	\$0
1 Port Fast Ethernet Network Module (No new installs - being phased out)	\$69.89	\$0
4 Port Etherswitch HWIC	\$12.90	\$0
9 Port Etherswitch HWIC	\$24.30	\$0
16 Port 10/100 Etherswitch NM	\$45.43	\$0
WIC-1B-U ISDN BRI	\$21.25	\$0
56kb DSU WIC	\$21.25	\$0
T1 / FT1 DSU WIC (One port - data only)	\$30.40	\$0
VWIC2-1MFT-T1 (One port - voice/data)	\$39.50	\$0
VWIC2-2MFT-T1 (Two ports - voice/data)	\$60.80	\$0
1 Port Serial WIC	\$12.00	\$0
External T1 CSU/DSU	\$26.00	\$0
PA-2FE-TX	\$89.95	\$0
PA-GE	\$153.87	\$0
PA-8T-V35 (8 Port Serial)	\$243.11	\$0
Non-standard Interfaces	TBD	\$0
Additional Protocol Support		
Standard Protocol includes IP and IP QOS enabled DiffServ	\$0	\$0
Secondary IP Addresses - Per address	\$10	\$0
Per Site Per Additional Protocol (Examples - IPX, NAT, Multicast)	\$20	\$0
VPN Support		
Per Site Per VPN Membership	\$20	\$0
Multi-VRF	\$30	\$0
Unmanaged Tail Circuit Support		
Tail Circuit Site Routing	\$75	\$300

CBDS III MPLS PVC / CIR Rate Table *								
CIR Speed (K)	PVC Type						NRC	
	Standard		Alternate Routing		Disaster Recovery			
	QOS Options							
	Std. + MPLS	Priority + MPLS	Std. + MPLS	Priority + MPLS	Std. + MPLS	Priority + MPLS		
	Monthly Charge							
64	\$15	\$21	\$12	\$18	\$9	\$12	\$0	
128	\$24	\$30	\$21	\$30	\$12	\$18	\$0	
192	\$26	\$36	\$23	\$32	\$14	\$20	\$0	
256	\$27	\$41	\$24	\$33	\$15	\$21	\$0	
384	\$30	\$45	\$27	\$39	\$15	\$24	\$0	
512	\$33	\$51	\$27	\$42	\$18	\$24	\$0	
768	\$42	\$63	\$36	\$54	\$21	\$33	\$0	
1024	\$54	\$81	\$45	\$69	\$27	\$42	\$0	
1536	\$84	\$126	\$72	\$108	\$42	\$62	\$0	
3000	\$132	\$164	\$123	\$153	\$64	\$77	\$0	
4000	\$155	\$210	\$135	\$199	\$75	\$105	\$0	
5000	\$165	\$248	\$141	\$212	\$83	\$124	\$0	
6000	\$188	\$268	\$151	\$239	\$95	\$134	\$0	
7000	\$208	\$288	\$170	\$259	\$103	\$144	\$0	
8000	\$224	\$309	\$182	\$278	\$110	\$155	\$0	
9000	\$237	\$338	\$195	\$306	\$117	\$169	\$0	
10000	\$246	\$369	\$210	\$315	\$123	\$186	\$0	
11000	\$262	\$399	\$225	\$344	\$135	\$200	\$0	
12000	\$275	\$429	\$249	\$359	\$143	\$215	\$0	
15000	\$306	\$459	\$261	\$392	\$153	\$231	\$0	
20000	\$366	\$549	\$312	\$468	\$183	\$276	\$0	
25000	\$414	\$621	\$353	\$530	\$207	\$312	\$0	
30000	\$462	\$693	\$393	\$591	\$231	\$348	\$0	
35000	\$504	\$756	\$429	\$644	\$252	\$380	\$0	
40000	\$546	\$819	\$465	\$696	\$273	\$411	\$0	

* Items listed available only as part of Edge Site Bundle.

*Edge Site Bundle requires minimum purchase of: Premise equipment, MMM Services, Port and Access (UNI), MPLS PVC-CIR equal to port rate.

PVC Types

Standard - The remote site is provisioned with one PVC, normally to the closest distribution router via the Frame Relay Service (FRS) circuit routing. Committed Information Rate (CIR) is set to equal port rate.

Alternate Routing PVC - The remote site is provisioned with two active PVC's, one to the "primary" distribution layer router and one to the "backup" distribution layer router. Under normal situations the edge site will communicate only with the primary distribution layer router over the PVC defined. If the headend is not reachable, the edge site will then communicate to the backup distribution layer router over the Alternate Routing PVC defined. This happens via the routing protocol in the edge site router.

Disaster Recovery PVC - The remote site is provisioned with a PVC to the "primary" distribution layer router. If network connectivity is down through the primary, the SBC Help Desk contacts SBC ASI provisioning to move each PVC endpoint from the primary PVC over to the Alternate Routing PVC. When service is restored to the primary PVC, then the SBC Help Desk must contact ASI to move the PVC endpoints back to the primary PVC.

SBC's will begin implementing PVC changes within four hours of notification. Total time required to complete the re-route is dependent on the total number of PVC's that must be changed.

PVC QOS Options

Standard - The normal queuing and handling of the packets within the Frame Relay Network.

Priority -- Packets receive better than normal queuing and handling. The latency and packet loss parameters are improved. Priority QOS PVC's are provided at an elevated cost.

MPLS/VRF Option

MPLS PVC's - are terminated on MPLS enabled routers. MPLS provides the security and traffic segregation necessary for the establishment of multiple VPN's.

AT&T Owned Managed Etherswitch Services Table				
Product/Service	Description	Etherswitch Hardware	Standard Maintenance & Management	Enhanced Maintenance & Management
Stackable Etherswitches				
WS-C2960-24TT-L	24 Port with 2-1000BT	\$ 31.22	\$ 54.00	\$ 94.56
WS-C2960-24TC-L	24 Port with 2T/2-SFP	\$ 43.66	\$ 54.00	\$ 94.56
WS-C3560-24PS-S	24 port with PoE / 2-SFP	\$ 84.14	\$ 54.00	\$ 94.56
WS-C2960-48TT-L	48 Port with 2-1000BT	\$ 60.16	\$ 72.00	\$ 126.24
WS-C2960-48TC-L	48 Port with 2T/2-SFP	\$ 78.66	\$ 72.00	\$ 126.24
WS-C3560-48PS-S	48 port with PoE / 4-SFP	\$ 139.31	\$ 72.00	\$ 126.24
Modular Etherswitches				
WS-C4500	Modular	ICB	ICB	ICB
WS-C6500	Modular	ICB	ICB	ICB

DIT Owned Managed Etherswitch Services Table				
Product/Service	Description		Standard Maintenance & Management	Enhanced Maintenance & Management
Stackable Etherswitches				
Cisco 12 Port Switch	12 Port Stackable		\$ 38.50	\$ 67.38
Cisco 24 Port Switch	24 Port Stackable		\$ 54.00	\$ 94.56
Cisco 48 Port Switch	48 Port Stackable		\$ 72.00	\$ 126.24
Modular Etherswitches				
Cisco 144 Port Switch	144 Modular		\$ 302.40	\$ 529.20
Additional Modular Ports	1 Additional Port		\$ 2.10	\$ 3.68

MSP Managed Etherswitch Services Table		
Product/Service	Etherswitch Hardware	Maintenance / Management
Stackable Etherswitches		
12 Port Switch	\$ 15.18	\$ 43.00
<i>Catalyst WS-C2912-XL</i>		
<i>Catalyst WS-C2950-12</i>		
24 Port Switch	\$ 50.80	\$ 59.00
<i>Baystack 450-24T (Nortel)</i>		
<i>Catalyst WS-C2950-24</i>		
<i>Catalyst WS-C2950G-24-EI</i>		
Catalyst WS-C3550-24-SMI		
48 Port Switch	\$ 84.72	\$ 79.00
<i>Catalyst WS-C2948</i>		
Catalyst WS-C3550-48-SMI		
Modular Etherswitches		
4006 (6 SLOT CHASSIS)	\$ 203.28	
CATALYST 4000 10-100 MOD. 48 PORTS (RJ-45)	\$ 76.24	
144 Port Switch (with cards) MM		\$ 328.32
145 + Port Switch (per port cost) MM		\$ 2.28

Note: Bold represents preferred new switch deployment see Design Engineer for exceptions.

CBDS III Misc Services Rate Table			
Product/Service	NRC		
Order Expedite	\$250		
In Process Service Order Change Charge: (applies to Configuration Change, PVC change, Port change)	\$50		
In Process Service Order Cancellation	\$250		
IP-VPN Router Installation (Cable, xDSL, Lightspeed)	\$250		
On Site Move Charge	\$225		
Paper Reports			
Single Sided	\$250 plus \$.15 /sheet		
Double Sided	\$250 plus \$.25 /sheet		
Labor Rates			
	Hourly Rate	Out of Hours Rate *	Comments
Help Desk			
Level 1 Engineering	\$ 75	\$ 113	Billed in 1/4 hour increments.
Level 2 Engineering	\$ 100	\$ 150	Billed in 1/4 hour increments.
Level 3 Engineering	\$ 150	\$ 225	Billed in 1/4 hour increments.
Field Services			
Technician	\$ 125	\$ 188	Billed in 1/4 hour increments. One hour minimum. **
Engineering	\$ 150	\$ 225	Billed in 1/4 hour increments. Four hour minimum. **
Professional Services			
Project Management	TBD by project	N/A	Billed in 1 day increments, one month minimum. ***
IT Services	TBD by project	N/A	Billed in 1 day increments, or project pricing. ***
Engineering Consulting	TBD by project	N/A	Billed in 1 day increments, or project pricing. ***

* After normal business hours, Saturday, Sunday, and Holidays.

** Travel is chargeable. Minimum 4 hours outside of normal business hours.

*** Travel and Expenses may be chargeable.

SBC Centrex Pricing					
Service Recurring Rates and Non-Recurring Charges:					
need to Add USOCs			Contract Rate		
USOC	Product	Type	per Unit		
			Monthly	NRC	
CYA1X	Common Equip/Sys 2-50 Lines	Centrex	\$ -	\$ -	
CYA2X	Common Equip/Sys 51-100 Lines	Centrex	\$ -	\$ -	
CYA3X	Common Equip/Sys 101-200 Lines	Centrex	\$ -	\$ -	
CYA4X	Common Equip/Sys 201-500 Lines	Centrex	\$ -	\$ -	
CYA5X	Common Equip/Sys 501+ Lines	Centrex	\$ -	\$ -	
NA	Small Centrex Establishment Fee 2 - 50	Centrex		Waived	
NA	Large Centrex Establishment fee >50	Centrex		Waived	
	Federal-EUCL	Centrex	\$ 5.37	\$	moved to pass through
LA2	Automatic Intercept	Centrex	\$ -	\$ -	
AQ2	ACD Delayed announcement Per Annoc	Centrex	\$ 8.64	\$ -	
RKQ	UCD Delay Annocmt Per Cust Grp	Centrex	\$ -	\$ -	
UQZPG	UCD per UCD Group	Centrex	\$ -	\$ 175.00	
A82	UCD Station, Per Station	Centrex	\$ -	\$ -	
A9D	Assume Dial 9 - System	Centrex	\$ 3.00	\$ -	
AR9	ARS Initial Pattern	Centrex	\$ -	\$ -	
ARH	ARS Additional Pattern	Centrex	\$ -	\$ -	
PT3CA	EBS Disp On Per 18 Button	Centrex	\$ -	\$ -	
PT3CB	EBS Disp On Per 20 Button	Centrex	\$ -	\$ -	
PT3CB	EBS Disp On Per 36 Button	Centrex	\$ -	\$ -	
AKG1X	Auth Codes Sys Initial 100 Count	Centrex	\$ 1.00	\$ -	
AQ2	Additional Delay Announcement Per ACD Group per announcement	Centrex	\$ 8.64	\$ -	
AQA	Incoming Call Queue Slots	Centrex	\$ 1.80	\$ -	
AQDPG	Auto Call Distribution Per Group	Centrex	\$ 22.53	\$ 475.00	
AQJPG	ACD Deluxe Per Group	Centrex	\$ 30.63	\$ -	
BRR	Break in Rotary/Hunting Group	Centrex	\$ 1.00	\$ -	
C8EPN	800 Transfer Single Line	Centrex	\$ 20.00	\$ -	
CLT	Additional Directory Listing	Centrex	\$ 5.00	\$ -	
ZCFPR	Datapath Access Per System	Centrex	\$ 15.06	\$ -	
MA8	Secondary Directory Appearance Per EBS Set	Centrex	\$ 0.15	\$ -	
EQ6	Sta Cont'd Dial 6 Port per Sta	Centrex	\$ -	\$ -	
EAAPG	Sta Cont'd Dial 6 Port per GROUP	Centrex	\$ -	\$ -	
EAT	Call Forwarding - Variable	Centrex	\$ -	\$ -	
EBB	ACD Per EBS Agent Position	Centrex	\$ 3.57	\$ -	
EBT	ACD Elec Bus Supv Set	Centrex	\$ 14.22	\$ -	
D1E1X	DS1 Private Facility Termination	Centrex	\$ 270.75	\$ -	
ESY79	Premium Feature Package	Centrex	\$ 0.30	\$ -	
NUE	Electronic Key Line	Centrex	\$ 3.75	\$ 57.00	
EVB	Busy Line Transfer	Centrex	\$ -	\$ -	
FAL	Foreign Additonal Listing	Centrex	\$ 5.00	\$ -	
FNA	Alternate Call Listing	Centrex	\$ 5.00	\$ -	
NG9PC	Attendent Console Opera. Per console	Centrex	\$ 80.00	\$ -	
HPD1X	Ctx Open Interface Per DS3-1	Centrex	\$ 442.00	\$ -	
2VP	2 Wire Loop Termination	Centrex	\$ 2.00	\$ -	
LLT	Cross Reference Listing	Centrex	\$ -	\$ -	
LTQ5X	ISDN Circuit Switched Voice Ln	Centrex	\$ 3.73	\$ -	
LTQ6X	ISDN Circuit Switched Data Ln	Centrex	\$ 4.71	\$ -	
MA8	Multiple Appearance Dir Number	Centrex	0.25	\$ 0.15	\$ -
MWVN	Message Waiting Tone	Centrex	\$ -	\$ -	
NPU	Non Published Service	Centrex	\$ 4.95	\$ -	
	Meese County 914	Centrex	\$ 0.04	\$	move to pass through
	Arenac County 914	Centrex	\$ 0.23	\$	
NUM	Basic Intercommunication line category	Centrex	\$ 1.91	\$ -	
	Number Portability Surcharge	Centrex	\$ 0.28	\$ -	move to pass through
RCEAB	Record Departmentalized Billing	Centrex	\$ 1.00	\$ -	
RSD	Initial Rec Storage	Centrex	\$ 51.50	\$ -	
RS51X	Additional 5000 Call Storage	Centrex	\$ 40.00	\$ -	
SMDPT	Station Message Detail Recording	Centrex	\$ -	\$ -	
SMQPS	Message Signal Interface Serv	Centrex	\$ -	\$ -	
SOT	Secondary Dir Number per System	Centrex	\$ 0.50	\$ -	
SXP	Exchg Access Area A&B 1-25 Lines	Centrex	\$ -	\$ -	
SXP	Exchg Access Area A&B 26-199	Centrex	\$ -	\$ -	
SXP	Exchg Access Area A&B 200-499	Centrex	\$ -	\$ -	

USOC	Product	Type	Monthly	NRC			
SXP	Exchg Access Area A&B 500-999	Centrex	\$ -	\$ -			
SXP	Exchg Access Area A&B 1000+ Lines	Centrex	\$ -	\$ -			
SXP	Exchg Access Area C 1-25 Lines	Centrex	\$ -	\$ -			
SXP	Exchg Access Area C 26-199 Lines	Centrex	\$ -	\$ -			
SXP	Exchg Access Area C 200-499 Lines	Centrex	\$ -	\$ -			
SXP	Exchg Access Area C 500-999 Lines	Centrex	\$ -	\$ -			
SXP	Exchg Access Area C 1000+ Lines	Centrex	\$ -	\$ -			
SXP	Exchange Access ICB 1-8999 Lines	Centrex	\$ 5.00	\$ 42.00			
SXP	Exchange Access ICB 9000-11999 Lines	Centrex	\$ 4.75	\$ 42.00			
SXP	Exchange Access ICB 12000-14999	Centrex	\$ 4.50	\$ 42.00			
SXP	Exchange Access ICB 15000 Lines	Centrex	\$ 3.50	\$ 42.00			
SXPV*	CTX Off Prem Sta-Unrestricted	Centrex	\$ -	\$ -			
SZPXA	Centrex Stations SLA's	Centrex	\$ -	\$ -			
TFM	Voice Message Svc Transfer Mailbox	Centrex	\$ -	\$ -			
TTB	Touch Tone Service	Centrex	\$ -	\$ -			
TTV	Tt Ctx Premier Wats and Fga	Centrex	\$ -	\$ -			
	Genesee County Surchage	Centrex	\$ 1.50	\$ -		move to pass through	
	Livingston County Surchage	Centrex	\$ 0.20	\$ -			
	Newaygo County Surchage	Centrex	\$ 2.20	\$ -			
	Mecosta County Surchage	Centrex	\$ 0.24	\$ -			
	Saginaw County Surchage	Centrex	\$ 2.04	\$ -			
	Houghton County Surchage	Centrex	\$ 0.47	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.23	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.27	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.25	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.21	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.27	\$ -			
	Down River E911	Centrex	\$ 0.23	\$ -			
	Ingham County E911	Centrex	\$ 0.58	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.20	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.17	\$ -			
	Ottawa County E911	Centrex	\$ 0.19	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.22	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.19	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.32	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.27	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.20	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.20	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.16	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.21	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.23	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.24	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.21	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.23	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.17	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.21	\$ -			
	9-1-1 Emergency System	Centrex	\$ -	\$ -			
	9-1-1 Emergency System	Centrex	\$ 0.26	\$ -			
	Houghton County Surchage	Centrex	\$ 0.26	\$ -			
	Detroit County SurCharge	Centrex	\$ 0.48	\$ -			
	Oakland County Surchage	Centrex	\$ 0.57	\$ -			
	Downriver Comm Conf Surchg	Centrex	\$ 0.48	\$ -			
	Ingham County Surchage	Centrex	\$ 0.58	\$ -			
	Livingston County Surchage	Centrex	\$ 0.58	\$ -			
	Jackson County Surchage	Centrex	\$ -	\$ -			
	Washtenaw County Surchage	Centrex	\$ 0.50	\$ -			
	Grand Traverse Cty Surchage	Centrex	\$ 0.80	\$ -			
	Gladwin County Surchage	Centrex	\$ 0.47	\$ -			
	Newaygo County Surchage	Centrex	\$ 0.58	\$ -			
	Arenac County Surchage	Centrex	\$ 0.24	\$ -			
	Calhoun County Surchage	Centrex	\$ 0.39	\$ -			
	St. Claire County Surchage	Centrex	\$ 0.49	\$ -			
	Delta County Surchage	Centrex	\$ 0.47	\$ -			
	Houghton County Surchage	Centrex	\$ 0.06	\$ -			
VSBF3	Basic Voice Mail	Centrex	\$ 7.60	\$ -			
VSBF5	Enhanced Voice Mail 1-49 Lines	Centrex	\$ 8.55	\$ -			
VSBF5	Enhanced Voice Mail 50-99 Lines	Centrex	\$ 8.55	\$ -			
WF8	Custom 800 Service	Centrex	\$ 21.37	\$ -			
AUD	Automatic Dial	Centrex	\$ -	\$ -			

USOC	Product	Type	Monthly	NRC				
AUL	Automatic Line	Centrex	\$ -	\$ -				
NSD	Centrex Caller ID 1-6 Lines	Centrex	\$ -	\$ -				
NSD	Centrex Caller ID 7-11 Lines	Centrex	\$ -	\$ -				
NSD	Centrex Caller ID 12-19 Lines	Centrex	\$ -	\$ -				
NSD	Centrex Caller ID 20-95 Lines	Centrex	\$ -	\$ -				
NSD	Centrex Caller ID 96+ Lines	Centrex	\$ -	\$ -				
CFD	Call Forwarding DA All Call	Centrex	\$ -	\$ -				
CAT	Call Transfer Incoming	Centrex	\$ -	\$ -				
CAT	Call Transfer Outgoing	Centrex	\$ -	\$ -				
CFI	Call Forwarding Feature	Centrex	\$ -	\$ -				
CFX	Call Forwarding to External No.	Centrex	\$ -	\$ -				
CFB	Call Forwarding Busy	Centrex	\$ -	\$ -				
CFB	Call Forward Busy - Universal	Centrex	\$ -	\$ -				
CFA	Call Forward Don't Answer	Centrex	\$ -	\$ -				
CFA	Cl Frwdg Don't Answer All Calls	Centrex	\$ -	\$ -				
CFN	Call Fwd Secondary MADN Num	Centrex	\$ -	\$ -				
ESD	Multipath Call Fwd per System	Centrex	\$ -	\$ -				
ZCFPH	Call Hold Permanent	Centrex	\$ -	\$ -				
CFV	Call Forwarding Variable Per Line	Centrex	\$ -	\$ -				
COD	Cut Off on Disconnect	Centrex	\$ -	\$ -				
ZCQF6	Sta Controlled Conf 6 Member	Centrex	\$ -	\$ -				
ZCQMD	Clg Name Display on Intercom Per Display Set	Centrex	\$ 0.25	\$ -				
3WC	MWC Three Way Conference call	Centrex	\$ -	\$ -				
CLH	Call Hold	Centrex	\$ -	\$ -				
CWC	Call Waiting	Centrex	\$ -	\$ -				
DJDPG for DMS								
ZDMDB for 5ESS	Do Not Disturb Per Line	Centrex	\$ -	\$ -				
ZDR1C	Distinctive Ring	Centrex	\$ -	\$ -				
ZDRG9	Deny Originating Calls	Centrex	\$ -	\$ -				
ZDTMC	Deny Terminating Calls	Centrex	\$ -	\$ -				
ZG1CM OR NGA	Group Intercom	Centrex	\$ -	\$ -				
ZKSH2	Key Short Hunt No Overflow	Centrex	\$ -	\$ -				
ZCFPR	Data Call Protection	Centrex	\$ -	\$ -				
ZMYAV	Visual Message Waiting Indicator, single line	Centrex	\$ -	\$ -				
ZMWVW	Visual Message Waiting Indicator, bus line							
ZMYBY	EK Make Set By Except Grp Icom	Centrex	\$ 1.00	\$ -				
ZNA	Zone Service	Centrex	\$ -	\$ -				
ZNL1T	No Line Insulation Test	Centrex	\$ -	\$ -				
ZPRVL	Privacy Release	Centrex	\$ -	\$ -				
ZRCWO	Distinct Ring/Call Wait Tone Per Line	Centrex	\$ -	\$ -				
ZSCC3	Speed Calling - 30	Centrex	\$ 0.30	\$ -				
ZSCC5	Speed Calling - 50	Centrex	\$ 0.30	\$ -				
ZSCC7	Speed Calling - 70	Centrex	\$ 0.30	\$ -				
ZSCSN	Speed Call Short List	Centrex	\$ -	\$ -				
ZXAPU	Call Pick Up	Centrex	\$ -	\$ -				
	Federal Universal Service Fee	Centrex	\$ 0.43	\$ -				MOVE TO PASS THROUGH
ZNZ	ISDN National Line - Intercom Line Category 50+	Centrex	\$ 7.92	\$ -				
REAFM	Station (Line) Feature Changes-Centrex	Centrex		\$ 10.00				MOVED FROM CO PRICING
REAG9	System Feature Charges-Centrex	Centrex		\$ 50.00				
ZXAWL	Direct Connect Originating with delay, per line	Centrex	\$ -	\$ -				
4PV	Trunk side access, analog 4 wire termination	Centrex	\$ 15.00	\$ -				
NWSPS	Network speed calling, per 100 number block	Centrex	\$ -	\$ -				
AQVPS	ARS deluxe, per system	Centrex	\$ -	\$ 2,400.00				

Contract Addendum
Cisco AVVID IP Telephony Equipment

Cisco IP Telephony systems purchased on the Link Michigan contract are subject to the following discount schedules:

- Tier 1 – 38.6% discount off of Cisco’s then-current Global Price List for all purchases of Cisco’s IP Telephony Phones and associated Cisco products to support such IP Telephony installation provided:
 - (i) Such products are ordered pursuant to a single purchase order; and
 - (ii) Purchases are between 1 to 1,999 Cisco IP Telephony Phones.

- Tier 2 – 44.5% discount off of Cisco’s then-current Global Price List for all purchases of Cisco’s IP Telephony Phones and associated Cisco products to support such IP Telephony installation provided:
 - (i) Such products are ordered pursuant to a single purchase order; and
 - (ii) Purchases are between 2,000 to 3,999 Cisco IP Telephony Phones.

- Tier 3 – 50.85% discount off of Cisco’s then-current Global Price List for all purchases of Cisco IP Telephony Phones and associated Cisco products to support such IP Telephony installation provided:
 - (i) Such products are ordered pursuant to a single purchase order; and
 - (ii) Purchases are for a minimum of 4000 Cisco IP Telephony Phones.

This discount schedule is exclusive of any other discounts available from SBC through the Link Michigan contract but does not preclude the application of additional trade in programs or other promotions available from the manufacturer where applicable.

Exhibit A - Pass Through Charges
 (For modification of these charges, see, MSC
 section 25.9)

need add USOCs

SBC Charges

		Description	Per Line Monthly	
USOC		For Primes		
9ZR66		Federal Access Charge	\$32.50	
9ZW		State Access Charge	\$8.50	
9ZD		End User Complex Line Port	\$19.25	
NSR		Long Term Number Portability	\$0.28	
9PZLX		Federal Universal Service Fee	\$7.50	
		Wireless Local Number Portability - each	\$0.90	From June 1, 2004 through Sept. 30, 2004
		For BRI		
9ZR		Federal Access Charge	\$7.75	
9ZW		State Access Charge	\$3.75	
9LM		End User Complex Line Port	\$3.75	
NSR		Long Term Number Portability	\$0.28	
9PZL1		Federal Universal Service Fee	\$1.50	
		For Pots (unless noted)		
		Federal No PICC	\$0.00	
		Federal No PICC Inward Only	\$1.90	
		State No PICC	\$0.00	
9PZBU		Regulated Lines Federal Universal Service Fee	\$1.75	
9ZR		Federal Access Charge	\$7.75	
9ZW		State Access Charge	\$3.75	
NSR		Number Portability	\$0.28	
		Federal EUCL on DS1	\$17.50	
		State EUCL on DS1	\$9.75	
		Billed at Five Times Since Line Rate DS1 (Number	\$2.85	
		End User Common Line Charge-State per DS1	\$3.75	
		End User Complex Port Charge-Federal per DS1	\$34.75	
		911 Charges Varies by Geographical Area		
VARIABLES		Centrex Federal USF/line	\$1.00	
9PZLX		ADTS Federal Universal Service Charge	\$5.60	
9PZPX		PBX Federal Universal Service Charge	\$1.00	
9PZLM		Multi Line Business Federal Universal Service	\$1.00	
		Wireless Local Number Portability - per PBX trunk	\$1.62	From June 1, 2004 through Sept. 30, 2004

Wireless Local Number Portability—per 1MB, Pots, etc.	\$0.18	From June 1, 2004 through Sept. 30, 2004
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For Frame Relay/ATM

Federal USF	10%
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For SBC Long Distance

Universal Service Charge	10%
Regulatory Surcharges	0.50%

For Directory Assistance

Directory Assistance Call Completion	\$0.90 Per Call completio
Information-to home area information	\$1.75 Per Call
National Directory	\$2.50 Per Call
Reverse Directory	\$2.50 Per Call
Operator Handled calls to information	operator surcharge + \$1.75 Per Call
Collect or Third party billed	operator surcharge + call Per Call
Foreign Directories	depends on directory requested

AMENDMENT TO MASTER SERVICES CONTRACT - 071B3001358

BETWEEN SBC GLOBAL SERVICES, INC.

AND STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET

THIS AMENDMENT to the Master Services Contract - 071B3001358 (the "Amendment"), is between SBC Global Services, Inc. ("SBC") and State of Michigan Department of Management and Budget ("Customer" or "State of Michigan").

WITNESSETH:

WHEREAS, SBC and Customer entered into a Master Services Contract - 071B3001358 dated on or about November 18th, 2003 – CN# 20031118-0951, as from time to time amended / extended (the "Agreement"); and

WHEREAS, Customer desires to add and SBC desires to add Opt-E-MAN® and SONET OC3 Services; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SBC and Customer agree to amend the Agreement as follows:

1. Customer requests and SBC agrees to amend the existing contract environment to provide for Opt-E-MAN® and SONET OC3 Services as described under SBC's Catalog for such Services, for the designated location(s) set forth herein.
2. SBC represents and Customer understands that Opt-E-MAN® and SONET OC3 Services are available under a term commitment ("Term") and in the event Customer elects to terminate either of the Services prior to completion of the Term for reasons other than for cause, Customer shall be liable for early termination charges as set forth herein.
3. Term. The Term for the Opt-E-MAN® and SONET OC3 Services selected by Customer is approximately forty-one (41) months, commencing upon installation of the Service and ending on a coterminous basis with the scheduled expiration date of Master Services Agreement – 071B3001358, as from time to time amended.
4. Termination Liability. The established Minimum Revenue Commitment ("MRC"), as that term is defined under §10.1 (e) of the Master Services Contract and as from time to time amended, shall apply to the Services set forth under this Amendment.
5. Jurisdiction. Customer acknowledges and certifies that the total interstate traffic (including internet traffic) for Opt-E-MAN® and SONET OC3 Services constitutes ten percent (10%) or less of the traffic on the Service.
6. Moves, Additions and Changes. SBC represents and Customer understands that provision of the Services set forth hereunder, including price and/or term length shall not apply to future moves, additions and/or changes of these specific Services throughout the remaining Term of the Master Services Contract, unless otherwise agreed upon in writing between the parties at the time of any such move, addition or change. In the event Customer elects to move, add or change such Services set forth herein, SBC shall provide specific pricing estimates based upon the proposed move, add or change being requested.
7. Contingencies. SBC represents and Customer understands that the provision and pricing of the suite of Services set forth hereunder must be accepted and established by Customer in whole and not in part at the onset of this Amendment.

-the remainder of this page intentionally left blank-

8. The monthly rates and non recurring charges for the Services selected by Customer are as follows:

Opt-E-MAN Rates for Coterminous Amendment				Unit			Total	
St.	Product	Type	USOC	New Qty	Proposed ICB MRC	Proposed ICB NRC	Proposed Recurring Revenue	Proposed Non-rec. Revenue
MI	Opt-E-MAN	OPT-E-MAN(SM) Basic Connect 100M	P9FEX	2	\$400.00	\$0.00	\$800.00	\$0.00
MI	Opt-E-MAN	CIR - 100 Mbps (Silver)	R6ELC	2	\$800.00	\$0.00	\$1,600.00	\$0.00
					TOTAL:		\$2,400.00	\$0.00
SONET Rates for Coterminous Amendment				Unit			Total	
St.	Product	Type	USOC	New Qty	Proposed ICB MRC	Proposed ICB NRC	Proposed Recurring Revenue	Proposed Non-rec. Revenue
MI	SONET OC3	ADMINISTRATIVE CHARGE - OC-3	ORCMX	1	\$0.00	\$0.00	\$0.00	\$0.00
MI	SONET OC3	DESIGN AND C.O. CONN CHARGE - OC-3	NRBCL	1	\$0.00	\$0.00	\$0.00	\$0.00
MI	SONET OC3	MILEAGE, PER MILE - OC-3	IL5XX	2	\$159.92	\$0.00	\$319.84	\$0.00
MI	SONET OC3	OC-3 NODE - CENTRAL OFFICE	FC5CX	1	\$591.05	\$0.00	\$591.05	\$0.00
MI	SONET OC3	OC-3 NODE - CUSTOMER PREM - INITIAL	FP5CX	1	\$1,045.42	\$0.00	\$1,045.42	\$0.00
MI	SONET OC3	PORT - DS3 AT OC-3 NODE	SPRBX	2	\$81.27	\$0.00	\$162.54	\$0.00
MI	SONET OC3	T3 CO MUX	QM3X1	1	\$381.15	\$0.00	\$381.15	\$0.00
					TOTAL:		\$2,500.00	\$0.00

9. The locations for the Opt-E-MAN® Services selected by Customer are as follows:

Locations:	
DTRTMAEH08	SFLDMISEH00 (ASI)
SWC: DTRTMIMD	SWC: SFLDMIMN
3044 W GRAND BLVD	22146 W 9 MILE
10/100 BASE T, CIR - 100	10/100 Base T, CIR - 100
3550-24-SMI, GBIC LX	3550-24-SMI, GBIC LX

The Locations for the SONET OC3 Services selected by Customer are as follows:

Locations:	
DTRTMAEH08	DTRTMIMD
3044 Grand Blvd	New FW4100
Detroit, MI	1 DS3
SWC: DTRTMIMD	
New FW4100	
1 DS3	

Construction Notes for Opt-E-MAN® and SONET OC3 Services:

Construction Notes:
At the customer premises site(s), customer may be required to provide:
•Structure/conduit from the property line to the SBC point of presence.
•Power, ground, and floor space at the SBC point of presence (This request may require additional floor space for SBC furnished -48vdc power supply bay, SBC network equipment bay and SBC network demarcation bay).
•Provisioning of service is to the SBC network interface (e.g. demarc, point of presence) at each location unless otherwise noted.

10. The Agreement and this Amendment constitute the entire and exclusive agreement between Customer and SBC concerning Opt-E-MAN® and SONET OC3 Services which supersedes all proposals or prior agreements, oral or written, and all other communications between Customer and SBC. In the event of any conflict, inconsistency or incongruity between the terms of this Amendment and any term of the Agreement or Catalog, this Amendment shall govern and control.
11. Except as otherwise provided in this Amendment, no modification, amendment, supplement to or waiver of this Amendment, the Agreement, or any of their respective provisions, shall be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET**

SBC GLOBAL SERVICES, INC.

By:

By:

Signature

Signature

Title

Title

Date

Date

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 21, 2006

CHANGE NOTICE NO. 25
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison <i>LM</i>
	TELEPHONE Robert Weldon (517) 334-3614
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	BUYER/CA (517) 241-2005 Lisa Morrison
	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
	TELEPHONE Bill Graham (231) 727-1601
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
	Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide
	CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009
TERMS N/A	SHIPMENT N/A
F.O B N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached modified pricing and service offerings for OPT-E-MAN and LAN Switch Management are hereby incorporated into this contract with no additional modifications in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) on 3/1/06.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 12, 2006

CHANGE NOTICE NO. 24
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison <i>AM</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358

Change Notice #24

Page 2

NATURE OF CHANGE (S):

Effective immediately, com-code 936-52 "Maintenance Service Agreements" is hereby incorporated into this contract with no additional modifications in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Livonia Marshall) on 1/11/06.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 9 2005

CHANGE NOTICE NO. 23
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison <i>jm</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS	

Contract #071B3001358

Change Notice #23

Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modified pricing and service offerings are hereby incorporated into this contract with no additional modifications in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) and agency agreement (Jack Harris) on 11/21/05

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 17, 2006

CHANGE NOTICE NO. 22 (REVISED)
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison <i>LM</i>
	TELEPHONE Robert Weldon (517) 334-3614
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	BUYER/CA (517) 241-2005 Lisa Morrison
	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
	TELEPHONE Bill Graham (231) 727-1601
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 241-2005 Lisa Morrison
	Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide
	CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached modified pricing and service offerings are hereby incorporated into this contract with no additional modifications in pricing, terms or conditions.

Note buyer has changed to Lisa Morrison (517) 241-2005.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) and agency agreement (Jack Harris) on 10/20/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 15, 2005

CHANGE NOTICE NO. 21
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER/MAIL CODE [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #20
Page 2

NATURE OF CHANGE (S):

Effective September 12, 2005, the attached modified pricing and service offerings are hereby incorporated into this contract with no additional modifications in pricing terms or conditions.

AUTHORITY/REASON:

Per vendor request (Matt Green) and agency agreement (Jack Harris) on 8/29/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 6, 2005

CHANGE NOTICE NO. 20
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #20
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no additional changes in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Matt Green) and agency agreement (Jack Harris) on 8/29/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Description	PART#	QTY	Price
VESTA M1 SW/DOC 2.2	870899-00202.2	1	\$ 10,500.00
VESTA M1 2.2 LICENSE	870899-00602	1	\$ 10,500.00
SUPPORT THRU YR 5 V/M1	809800-23001	1	\$ 6,750.00
VESTA, ALI INTFC MODULE	870809-00201	1	\$ 750.00
VESTA, CAD INTFC MODULE	870809-00101	1	\$ 750.00
Modem-Dial up (Diagnostic)	AA0061403	1	\$ 125.00
Alarm Lamping (three stage bee hive)	AA0053890	1	\$ 10.00
SC-18A Lamps for Alarm	AA0032372	1	\$ 1.25
OPUS Terminal	AA0057360	1	\$ 375.00
OPUS Key Board	AA0057361	1	\$ 43.75
Printer (Maintenance/ACDR)	AA0026557	1	\$ 406.25
Printer Serial Interface	AA0029485	1	\$ 106.25
SVR,BASE RACK,CPQ	62041-E256208	1	\$ 8,631.00
SVR WIN2000 +5CAL	62031-E512202	1	\$ 1,498.50
VESTA SERVER CONFIG	62041-E256202	1	\$ 1,125.00
CBL, SER 50FT DB25M/BD25F	62041-E512202	1	\$ 46.50
CMPTR INTEG D CPQ	61001-E256204	1	\$ 2,115.00
RAM, 256MB, 133MHz CPQ	64001-40061	1	\$ 348.00
MONITOR 18IN C/S FP CPQ	63001-182802	1	\$ 1,536.00
4-CHANNEL, PCI SOUND CARD	04000-0LX44	1	\$ 822.00
CBL, STUDIO 3-CHAN AUDIO	830801-00702	1	\$ 90.00
HERBIE DUAL PHONE, VOX	850808-00403VOX	1	\$ 1,237.50
RADIO INTERFACE SUBSET	830908-00201	1	\$ 712.50
CBL SER 10FT DB25M/DB9F	04000-01014-10	1	\$ 15.00
VESTA WRKSTN CONFIG SVC	809800-90001	1	\$ 675.00
VESTA TIME SYNC MODULE	870809-00301	1	\$ 3,750.00
22 BTN ADD-ON MODULE	870810-01001	1	\$ 1,402.50
SPT THRU YR5 V/22BTN	809800-80008	1	\$ 841.50
MODEM SERVER PACKAGE	850830-01001	1	\$ 924.00
SWITCH, 16-PORT 10/100	04000-01023	1	\$ 625.50
PANEL ADAPTER SET	800323-05504RX	1	\$ 69.00
24 PORT PATCH PANEL	65000-00005	1	\$ 237.00
CBL PATCH 3FT(PNL TO HUB)	65000-00002	1	\$ 13.50
KEYBOARD ARBITRATOR	04000-004B4	1	\$ 663.00
CBL,KEYBOARD ARBITRATOR	04000-00606	1	\$ 46.50
CBL ARBTR MKM/CPU ADAPTR	04000-60610	1	\$ 90.00
BRKT 19IN RACK MTG/ARBTR	04000-RMM19	1	\$ 48.00
SOFTWARE, CPR +	870890-04601	1	N/C
SFTWARE, SYSTEM UTILITY CD	870890-03701	1	N/C
HP SERVER CABINET	XXXXXtbd	1	\$ 8,347.50
MAGIC 2.6 SFTW/DOC CD	871299-00102.6	1	\$ 750.00
MAGIC DATA COLLECTION LIC	871299-01101	1	\$ 750.00
MAGIC LICENSE ONLY	871299-00201	1	\$ 300.00
WRKSTN EMB SQL2000	04000-00267	1	\$ 142.50
MAGIC SPT THRU YR 5 PEI	809800-01203	1	\$ 450.00
SVR,ENHANCED,RACK,CPQ	62041-E512202	1	\$ 8,025.00

HARD DRIVE, 18 2GB CPQ	64001-20026	1	\$ 880.50
TAPE BACKUP SDLT EXT	6400C-50014	1	\$ 6,082.50
TAPE SDLT CARTRIDGE	65000-00082	1	\$ 172.50
SVR EMB SQL2000	04000-00266	1	\$ 642.00
WRKSTN EMB SQL2000	04000-00267	1	\$ 142.50
SVR WIN2000 +5CAL	04000-00268	1	\$ 1,498.50
MAGIC SVR CONFIG SERVICE	809800-19004	1	\$ 375.00
PRINTER, HP COLOR	64040-60012	1	\$ 375.00
CBL, PRINT PARALLEL 10 FT	65000-00065	1	\$ 30.00
OR MPSTR 5.0 SFTW/DOC CD	871399-00105.0	1	\$ 3,442.50
OR MPSTR 5.0 LIC ONLY	871399-00205.0	1	\$ 3,442.50
OR RUNTIME LIC. ESRI	04000-00248	1	N/C
ORMS ESRI NET ENG RUNTIME	04000-00348	1	N/C
OR MPSTR SPT THRU YR5	809800-01301	1	\$ 2,065.50
MONITOR 18IN FP BK NEC	63002-182802	1	\$ 1,536.00
OR MAP VERIFY/VALID MED	809800-01314	1	\$ 3,750.00
CMPTR INTEG D CPQ	61001-E256204	1	\$ 2,115.00
RAM, 256MB, 133MHz CPQ	64001-40061	1	\$ 348.00
MONITOR 18IN FP BK NEC	63002-182802	1	\$ 1,536.00
4-CHANNEL, PCI SOUND CARD	04000-0LX44	1	\$ 822.00
VESTA WRKSTN CONFIG SVC	809800-90001	1	\$ 675.00
OR MPSTR 5.0 LIC ONLY	871399-00205.0	1	\$ 3,442.50
OR MPSTR SPT THRU YR5	809800-01301	1	\$ 2,065.50
FIELD ENG-PRIMARY	809800-17101	1	\$ 150.00
MERIDIAN IMPLEMENTATION	819800-00101	1	\$ 150.00
PROJECT MGT-SECONDARY	809800-51004	1	\$ 150.00
MISSN CONT ACTVTN FEE OR	871499-00401	1	\$ 4,090.50
MISSION CONT 1YR SERV SPT	809800-01401	1	\$ 2,700.00
MISSION CONT 1YR WRKSTN SP	809800-01406	1	\$ 660.00
MAGIC 2.6 ADMINISTRATION	4034	1	\$ 375.00
VESTA M 2.2 TTT	6202	1	\$ 750.00
VESTA M 2.2 ADMINISTRATOR	6204	1	\$ 1,125.00
MAPSTAR (ESRI) 5.0 TTT	5022	1	\$ 375.00
MAPSTAR (ESRI) 5.0 ADMIN	5024	1	\$ 750.00
TRAVEL/SETUP EXPENSES	99999-99916	1	TBD

List may be updated periodically to reflect new products and pricing.

All Manufactured software, features, options and parts not listed are available and can be obtained through SBC

Parts listed may require a separate purchase dependant/bundled hardware or software.

PART#	DESCRIPTION	QTY	UNIT Price
		1	
870899-00202.2U	VM1 SW/DOC/2.2U	1	\$0.00
809800-80071	SPT VM1 THRU YR2 PEI (optional)	1	\$3,360.00
809800-80197	SPT V22BTN THRU YR2 PEI (optional)	1	\$448.50
809800-17101	FIELD ENG-PRIMARY	1	\$150.00
809800-51004	PROJECT MGT-SECONDARY	1	\$150.00
61000-0001X	WKSTN INTGR XP, HP	1	\$2,413.50
64000-40059	RAM 256MB PC4300 XW4200	1	\$274.50
870890-07501	CPR/SYSPREP IMAGING	1	\$0.00
04000-00267	WRKSTN EMB SQL2000	1	\$142.50
04000-00248	OR RUNTIME LIC. ESRI	1	\$0.00
871499-00101	MISSION CONT WRKSTN LIC	1	\$0.00
872399-01002.5	ORCS SW LIC 1 POS W/DM	1	\$11,067.00
872391-01002.5	ORCS SW LIC 1 POS	1	\$11,067.00
872300-80501	CADSTAR SYSTEM STAGING	1	\$1,350.00
809800-02302	ORCS BASE SW SPT 5 YR	1	\$8,299.50
65000-00132	GRAPHICS 128M QUAD PCI-E	1	\$973.50
63002-192802	MNTR, 19IN FP BK NEC	1	\$1,092.00
		1	\$0.00
OT00226	512MB RAM XW4000	1	\$250.50
62030-F102402	SVR ENHANCED TOWER HP	1	\$6,810.00
63001-172802	MNTR, 17IN CRT BLK	1	\$340.50
64001-20035	HARD DRIVE, 36G 15K CPQ	1	\$612.00
6400C-20012	HD BACKUP 73G 10K	1	\$979.50
65000-00085	HD FRAME/CARRIER 80-PIN	1	\$292.50
04000-00351	SVR WIN 2003+5 CAL	1	\$1,552.50
04000-00266	SVR EMB SQL2000	1	\$642.00
809800-00112	GENERIC SVR CFG FEE	1	\$375.00
871499-00301	MISSION CONT SERV LIC	1	\$0.00
62001-00010	SVR, MINI	1	\$2,887.50
64000-40058	RAM 512MB ML330/3	1	\$415.50
04000-99690	KIT EXP CARD 8-PORT & CBL	1	\$651.00
6400C-20012	HD BACKUP 73G 10K	1	\$979.50
65000-00085	HD FRAME/CARRIER 80-PIN	1	\$292.50
04000-00351	SVR WIN 2003+5 CAL	1	\$1,552.50
04000-00248	OR RUNTIME LIC. ESRI	1	\$0.00
809800-00112	GENERIC SVR CFG FEE	1	\$375.00
871499-00301	MISSION CONT SERV LIC	1	\$0.00
04000-002B2	KEYBOARD ARBITRATOR	1	\$531.00
04000-00606	CBL,KEYBOARD ARBITRATOR	1	\$46.50
04000-60610	CBL ARBTR MKM/CPU ADAPTR	1	\$90.00
04000-RMM19	BRKT 19IN RACK MTG/ARBTR	1	\$48.00
872391-02202.5	ORCS PHONE INTFC LIC/MED	1	\$6,825.00
809800-02314	ORCS PHONE SW SPT 5 YR	1	\$5,119.50
872391-02102.5	ORCS RADIO INTFC LIC/MED	1	\$6,825.00
809800-02310	ORCS RADIO SW SPT 5 YR	1	\$5,119.50
872391-03402.5	ORCS EMD SIT LIC	1	\$12,285.00
809800-02334	ORCS EMD SW SPT 5 YR	1	\$9,214.50
06500-55053-S	RACK, EQUIP SERVER 19INCH	1	\$1,366.50
04000-02011	CRYSTAL REPORTS	1	\$1,440.00

6403C-50013	ROUTER VPN EXT	1	\$199 50
64034-50015	MODEM, 56K EXT SERVER	1	\$484 50
809800-01313	OR MAP VERIFY/VALID SMALL	1	\$1,875 00
872300-01316	ORCS RESP ZONE DEV	1	\$1,875 00
CADSTAR-DATA	CADSTAR DATA CONVERSION	1	\$11,250 00
5902	CADSTAR TTT AGENT Training	1	\$1,500.00
5904	CADSTAR ADMIN TRAINING	1	\$1,125.00
809800-17105	CADSTAR IMPLEMENTATION	1	\$150.00

List may be updated periodically to reflect new products and pricing.

All Manufactured software, features, options and parts not listed are available and can be obtained through SBC

Parts listed may require a separate purchase dependant/bundled hardware or software

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 18, 2005

CHANGE NOTICE NO. 19
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI - DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #19
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no additional changes in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Robert Weldon) and agency agreement (Jack Harris) on 5/16/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00



QUOTATION

Date 5/13/2005
Quote # 01178
Customer No. 469372

See Reverse for Conditions of Sale

MI DEPT OF INFO TECH TELECOMM
Attn:

SBC DataComm, Payment Center
95 W. Algonquin Road
Arlington Hts, IL 60005

Phone:
Fax:

Item	Quantity	Catalog Number and Description	UM	Unit Price	Extended Price
01	1	N/S (WESTCON SD600-6-60-48E) RSA SECURITY 250 FOBS, 4YRS	EA	17,115 00	17,115.00

Quote Total: \$17,115 00

TERMS NET 30
F.O.B. SHIP PT. , PPD/CHARGE

SHIPMENT

NOTE Order acceptance based upon prior credit approval

Please Refer All Inquiries To:
JIM BALOW

SBC DataComm
23500 NW Highway
W Bldg. - Room 200
Southfield, MI 48075
PHONE: 248-905-8888
FAX: 248-483-3218

- Quotes are valid for 30 Days from the date shown on this quote.
- Please inspect equipment thoroughly against packing list before opening. Opened product is non-returnable Unopened equipment is non-returnable after 30 days from shipment.
- Verify that contents are those listed on packing slip before opening
- Products received by customer in conformity with the packing slip must be inspected immediately
- All returns subject to manufacturer's terms and conditions
- Return authorization by SBC required prior to return.
- Returns subject to SBC Terms & Conditions Restocking charges may apply



QUOTATION

Date 5/17/2005

Quote # 01183

See Reverse for Conditions of Sale

Customer No. 469372

MI DEPT OF INFO TECH TELECOMM
Attn: LISA MORRISON

SBC DataComm,Payment Center
95 W. Algonquin Road
Arlington Hts, IL. 60005

608 W. ALLEGAN 1ST FLOOR
LANSING , MI 48909
Phone:
Fax:

Item	Quantity	Catalog Number and Description	UM	Unit Price	Extended Price
01	1	N/S (WESTCON ACEMI-P-S-05000) RSA 1 YEAR SECURE CARE PLUS 95 SUPPORT FOR 5000 USER RSA B	EA	20,850.00	20,850.00

Quote Total: \$20,850.00

TERMS NET 30
F.O.B. SHIP PT , PPD/CHARGE

SHIPMENT

NOTE Order acceptance based upon prior credit approval

Please Refer All Inquiries To:
JIM BALOW

SBC DataComm
23500 NW Highway
W Bldg - Room 200
Southfield, MI 48075
PHONE: 248-905-8888
FAX: 248-483-3218

- Quotes are valid for 30 Days from the date shown on this quote
- Please inspect equipment thoroughly against packing list before opening. Opened product is non-returnable. Unopened equipment is non-returnable after 30 days from shipment.
- Verify that contents are those listed on packing slip before opening
- Products received by customer in conformity with the packing slip must be inspected immediately
- All returns subject to manufacturer's terms and conditions.
- Return authorization by SBC required prior to return.
- Returns subject to SBC Terms & Conditions. Restocking charges may apply.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 29, 2005

CHANGE NOTICE NO. 18
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 chuck.bonner@quest.com	TELEPHONE Chuck Bonner (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #18
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no additional changes in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Chuck Bonner) on 3/24/05 and agency agreement (Jack Harris) on 3/25/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Qwest Communications Corporation ("Qwest") would like to propose the following changes to the Products and Services offered by Qwest under the Master Services Contract signed by the State of Michigan, Department of Management and Budget ("Customer") on September 16, 2003 (the "LinkMichigan Contract"). This change would specifically affect the Dedicated Internet Charges and one (1) detailed Access facility, and be effective on the first day of the second full billing period following the issuance by Customer of a Change Notice accepting such changes to the LinkMichigan Contract

1. Addition of Services/Prices. The Services set forth in the Pricing Attachment are added to, and constitute a part of, the LinkMichigan Contract and the existing Services. The definition of Services in the LinkMichigan Contract will include the Services in the Service Exhibits.

2. Revision of Services/Prices.

a. Qwest will provide one (1) OC-3 Customer Provided Access facility at the Norlight Point-of-Presence (POP), (517-373) for the specific purposes of the Department of Information Technology's Qwest Internet Access, for a Monthly Recurring Charge of \$1,500.00.

b. The Services and Prices set forth in the table below shall replace the Pricing Table included in Attachment B-7A of the LinkMichigan Contract, titled Qwest Communications – Dedicated Internet, and constitute a part of the LinkMichigan Contract and the existing Services.

Flat Rate Pricing Bandwidth	MRC List Pricing	NRC List Pricing
DS-1 /1.544 Mbps	\$400.00	\$ waived

Tiered DS3	MRC List Pricing	NRC List Pricing
3	\$1,070.00	\$ waived
6	\$1,770.00	\$ waived
9	\$2,260.00	\$ waived
12	\$2,680.00	\$ waived
15	\$2,960.00	\$ waived
18	\$3,180.00	\$ waived
21	\$3,400.00	\$ waived
24	\$3,555.00	\$ waived
27	\$3,675.00	\$ waived

Tiered DS3	MRC List Pricing	NRC List Pricing
30	\$3,785.00	\$ waived
33	\$3,915.00	\$ waived
36	\$4,000.00	\$ waived
39	\$4,060.00	\$ waived
42	\$4,150.00	\$ waived
45	\$4,200.00	\$ waived

Tiered OC3	MRC List Pricing	NRC List Pricing
35	\$4,600.00	\$ waived
45	\$5,580.00	\$ waived
55	\$6,400.00	\$ waived
65	\$7,180.00	\$ waived
75	\$7,825.00	\$ waived
85	\$8,464.00	\$ waived
95	\$9,000.00	\$ waived
105	\$9,520.00	\$ waived
115	\$10,015.00	\$ waived
125	\$10,400.00	\$ waived
135	\$10,825.00	\$ waived
145	\$11,150.00	\$ waived
155	\$11,500.00	\$ waived

Except as expressly modified by this change, the LinkMichigan Contract shall continue in full force and effect in accordance with its terms. These rates supersede any conflicting rates in the LinkMichigan Contract. No prior written or verbal statements, representations, and agreements concerning the subject matter of this offer are binding. This offer is not valid unless incorporated into a Change Order in accordance with its terms before April 1, 2005. Please contact Chuck Bonner if you have any questions regarding the above offer.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 24, 2005

CHANGE NOTICE NO. 17
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI - DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #17
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no additional changes in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) on 1/27/05 and agency agreement (George Boersma) in an email dated 2/23/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

WIRELESS INTERNET ACCESS SERVICE
SCOPE OF WORK

THIS WIRELESS INTERNET ACCESS SERVICE Scope of Work (the "SOW") is an addition to the Master Services Contract between the State of Michigan and SBC Global Services, Incorporated, effective September 1, 2003 (MSC) #071B3001358. For purposes of this SOW, "SBC Internet Services" means the following SBC Internet companies: Southwestern Bell Internet Services, Inc., a Delaware corporation, Pacific Bell Internet Services, a California corporation, Ameritech Interactive Media Services, Inc, a Delaware corporation, and SNET Diversified Group, Inc, a Connecticut corporation, each with a principal place of business c/o 175 E Houston, San Antonio, TX 78205 (collectively or individually referred to herein as "SBCIS"). SBCIS and the State of Michigan may each be referred to in this SOW as a "Party" and, collectively, as the "Parties"

THEREFORE, recognizing any conflicts that occur between the SOW and the MSC, the terms and conditions of the MSC shall take precedence, the Parties agree as follows:

1. OBLIGATIONS OF PARTIES

A. Customer. Customer hereby grants to SBCIS the right to install and maintain a service and network that permits wireless connections to high speed Internet access ("Service") at the Customer location(s) set forth in **Attachment A** (the "Premises"). SBCIS may provide the Service to SBCIS' own Internet access customers, as well as to customers of other Internet service providers with whom SBCIS has entered into roaming agreements to obtain Service at the Premises. Customer shall permit SBCIS to install and maintain the Equipment at the Premises (as defined hereafter). Customer shall also grant SBCIS access and rights to use Customer's existing wiring within the Premises, as requested by SBCIS, and reasonably cooperate with SBCIS to allow SBCIS to install wiring and other necessary equipment to provide the Service, including access point systems, network management systems and antennas.

B. SBCIS. SBCIS will provide the Service to end user eligible customers who visit the Premises and who have the ability to access the Service via their own computer, PDA, or other portable devices compatible with the Service (individually or collectively, "Users"). SBCIS shall be responsible and bear the expenses for surveying the Premises for Service compatibility and implementation, designing and engineering the necessary network to provide the Service and installing, maintaining and repairing the equipment ("Equipment") supplied by SBCIS and used to provide the Service at the Premises. Such Equipment is set forth in **Attachment B**. SBCIS and the State will mutually determine the extent of Service coverage at the Premises. SBCIS shall be responsible for maintaining the Equipment, providing customer support to Users, and billing and collecting Services fees from Users. SBCIS or its licensors shall remain all ownership and intellectual property rights in the Service and Equipment.

C. Provision of High Speed Internet Access. Under separate agreement, Customer shall enter into an arrangement for SBCIS (or its affiliate) to provide the Internet access through digital subscriber line (DSL), T-1 lines, or other forms of high speed transport. The Service will provide a User with wireless connectivity to such high speed Internet access.

2. PREMISES

Customer hereby agrees to provide SBCIS the right to install and maintain Equipment and provide the Service at the Premises.

3. PREFERRED PROVIDER

During the Term, SBCIS shall be the preferred provider of wireless connections to high speed Internet access at the Premises.

4. ACCESS; INSTALLATION AND REMOVAL

A. Access. Customer grants and shall provide SBCIS rights to enter and access the Premises, at no cost to SBCIS, for purposes of installing, maintaining, and, if necessary, removing, the Equipment. Customer shall ensure SBCIS has the right to utilize existing inside wiring that can be used in the provisioning of the Service.

B. Installation. While SBCIS shall have sole discretion in determining how to design and install the network to provide the Service the parties shall mutually agree to an installation plan. The plan shall respect the State needs to maintain the appearance of the existing surroundings. Customer agrees to work in good faith and to use reasonable commercial efforts to satisfy requests of SBCIS regarding the design and installation of the network to provide the Service, including but not limited to the use of existing wiring.

C. Removal. Upon no less than five (5) days advance written notice, SBCIS shall have the right to enter the Premises to remove the Equipment upon termination or expiration of this SOW.

5. PROVISION OF SPACE; REPAIR AND MAINTENANCE; INSTALLATION

A. Provision of Space and Power. Customer shall, at no cost to SBCIS; (i) make available to SBCIS space at the Premises in Customer's wiring closet, and any telecommunications access points, required by SBCIS to provide the Service; (ii) make available to SBCIS at the Premises fiber or twisted pair copper wiring, plenum and plenum area, rooftop, and other areas reasonably necessary to provide the Service or to install, operate, and/or maintain the Equipment; (iii) provide a means for ingress and egress to at the Premises; (iii) allow SBCIS to have reasonable access to all areas required by SBCIS to effect its obligations under this SOW, which access may, at the Customer's sole option, be with an escort of the Customer's own choosing, but at no cost to SBCIS; and (iv) provide SBCIS with sufficient electrical power and access to power outlets as necessary for SBCIS to power the Equipment in order to perform its obligations pursuant to this SOW.

B. Exception To Replacement Costs As SBCIS' Obligation. Repair and maintenance ("R&M") for normal wear and tear to the installed Equipment is SBCIS' obligation with the following limitation: R&M (including parts and labor) will be provided at SBCIS' then effective rates to be paid by Customer for any lost or stolen Equipment or for any Equipment damaged through any negligent or willful act or omission of the Customer.

6. COMPENSATION

Payment of amounts under this SOW, as between SBCIS and Customer, are set forth in **Attachment C**.

7. SERVICE TO END USERS; 'PRICING'

For users not under direct employment to the State SBCIS reserves the right to change, modify or discontinue, temporarily or permanently, at any time from time to time, the Service (or any pricing for, or function or feature of, the Service, or any part thereof). Notwithstanding the foregoing, and except as provided in

Attachment C, Customer expressly agrees that it shall not charge any person any fees or surcharges of any kind to use the Service. For State employees and the discharge of their normal work duties, fixed pricing options are available to the State as an add-on to this SOW

8. WEB PAGE

Customer acknowledges that SBCIS will present Users with an SBCIS Welcome Page (proprietary to and controlled by SBCIS) which provides such Users with the means to accept the Service terms of service and to connect to the Internet. SBCIS may provide to Customer, at no additional charge to Customer, a standard area on this page for the Customer to display a logo of Customer's choosing. SBCIS will allow users to click on the Customers logo and be linked to a Customer information page. This page will contain or provide immediate access, via predetermined State of Michigan URL's, to State web sites that contain information of particular importance to Michigan travelers and/or tourists. Such as current road and travel conditions along Michigan's transportation network or general Parks and Recreation information. Users will be prohibited from accessing information outside these specific State of Michigan URL's unless they return to the main screen and sign-on to SBC's FreedomLink service. Customer agrees to supply SBCIS with this logo in a computer-readable format per the specifications supplied by SBCIS

9. MARKETING; PLACEMENT OF SBCIS PROPRIETARY MARKS; CALL CENTER SUPPORT; PRESS RELEASES

A. Marketing. As mutually agreed between the State and SBCIS; SBCIS may place advertisements at the Premises that promote the Service and otherwise make brochures and other Service marketing materials available at the Premises. SBCIS may also prepare a standard communication template, subject to the reasonable specifications of Customer, for inclusion in Customer's directories, visitor communications, or other similar publications. Customer agrees to allow reasonable placement of SBCIS' proprietary marks and/or Service materials at the Premises. Such material may include, brochures, tent cards, outlets, banners and on decals or signs in public areas. Customer acknowledges that such materials (including SBCIS marks) are the sole property of SBCIS (or its licensors) and agrees to use them only in the manner prescribed by SBCIS. SBCIS will provide to the Customer artwork, decals, and signs, and may check the usage of such marks and change the such, marks as SBCIS deems necessary and appropriate. SBCIS may also at any time prepare and distribute marketing materials that indicate that the Service is (and the extent of coverage) available at the Premises

B. Telephone Support. SBCIS will provide 24x7 telephone support in English for Users

10. NOTICE OF RENOVATION AND REMODELING

Customer agrees to give SBCIS thirty (30) days advance notice of any renovation, remodeling, work on fixtures or cabling or other work at the Premises that may affect the Service, and agrees to use reasonable commercial efforts to minimize the disruption of availability of the Service during such work. Customer will reimburse SBCIS for any costs and expenses incurred by SBCIS in

removing or installing Equipment necessitated by such Customer work.

11. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, SBCIS MAKES NO WARRANTIES WHATSOEVER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICE OR EQUIPMENT. SBCIS SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE RELATING TO THE SERVICE OR EQUIPMENT.

12. REGULATORY APPROVALS

This SOW is expressly subject to any applicable governmental orders, rules, regulations or requisite approvals as may apply from time to time to SBCIS in connection with the Service

**Attachment A
Premises
(Customer Locations)**

Site Name	Address
New Buffalo Welcome Ctr	11630 Wilson Road, New Buffalo MI 49117
Coldwater Welcome Ctr	1-69 Northbound at 6 Mile Marker, Coldwater, MI 49036
Clarkston Rest Area	7475 I-75 Davisburg, MI 48350
Grand Haven SP	1001 Harbor Ave., Grand Haven, MI 49417
Charles Mears SP	370 W. Lowell St., Pentwater
Ludington SP	P.O. Box 709, North M-116, Ludington, MI 49431
Holland SP	Beach - Ottawa Beach Rd. (Park Office - 2215 Ottawa Beach Rd., Holland MI 49424)
Sterling SP	2800 State Park Rd., Monroe, MI 48162
Mackinac Island State Dock	P.O. Box 117, 120 A Street, Cheboygan, MI 49721
East Tawas State Dock	686 Tawas Beach Road, East Tawas

Attachment A is amended on or about January 17, 2005 to include the following:

The Ralph A. MacMullan Conference Center, 104 Conservation Drive, Roscommon, MI 48653 to include Guest Rooms, Common Areas, Education Building and Administrative Building

Attachment B
Equipment
 (Equipment Description and Amount)

Attachment B is amended on or about January 17, 2005 to include the following:

EQUIPMENT

The following list reflects the Equipment that will be installed by SBCIS in each Premises

Table 1. Equipment owned and provided by SBCIS

DESCRIPTION	Manufacturer's equipment	QTY	Price
SERVER			
NMD- access control device	1U,1.2ghz,128mb,20gb,dual Ethernet	As needed per site survey.	No Charge
WIRELESS ACCESS			
Cisco Aironet 1100 series access point	AIR-AP1120B-A-9	As needed per site survey.	No Charge
MISCELLANEOUS EQUIPMENT			
Cat5e cable		As needed per site survey.	No Charge
Power strip		As needed per site survey.	No Charge
Cross over cable		As needed per site survey.	No Charge

Bill of Materials
IBD BY SITE SURVEYS

Attachment C

SBC FreedomLink service

A three year term for all SBC FreedomLink locations from the Effective Date of the contract change notice that includes the addition of the specific location(s) added, with the exception of the final three years of the Contract agreement. For any locations added within the last three years of the Contract agreement, the term shall be concurrent with the actual Contract term, or in the event of Contract extension, three years, whichever is less. This particular change notice, adds the Department of Natural Resources, Ralph A. MacMullen Conference Center.

1. Transport Fee. Customer shall not pay the applicable charges for the broadband internet access transport fees as monthly fees are waived for the ten locations indicated in Attachment A. If monthly transport fees are anticipated for any locations proposed beyond the 10 initial locations, then such fees must be mutually agreeable between SBCIS, DMB Acquisition Services and the end-using agency.

2. SBC will provide FreedomLink service to the determined ten State of Michigan sites as stated in Attachment B. SBC will charge the following fees:

- \$7.95 per 24 hour membership
- \$19.95 per 30 day membership
- \$3.95 per 2 hour trial pricing plan for these 10 locations only. This pricing plan will be reviewed and can at any time be discontinued at the sole discretion of the SBC WiFi organization.
- \$25 per 24-hour membership in the meeting rooms located at the Dept. of Natural Resources Ralph A. MacMullen Conference Center.

3. Management Fee; Installation Fee. The management and installation fees are waived for the 10 locations listed in Attachment A. If management and installation fees are anticipated for any locations proposed beyond the 10 initial locations, then such fees must be mutually agreeable between SBCIS, DMB Acquisition Services and the end-using agency.

4. Early Termination Fee. If Customer terminates the Agreement for convenience and not for cause prior to the expiration of the then current term commitment, Customer shall pay SBC an early termination fee equal to Five Hundred Dollars (\$500.00) per "access point" where the Service is offered at the Premises. An "access point" is the antenna that connects the Service at the Premises to the individual User.

The fees are due within forty-five (45) days after receipt of SBC's invoice.

The State is tax exempt.

Customer may add sites to agreement via an *SBC WiFi Venue Site Form* submitted to the WiFi organization, and does not have to sign an additional addendum to do so during the contract term, if financial analysis conducted is mutually acceptable to SBC, DMB Acquisition Services, Department of Information Technology and end using department. Additional sites added during term are subject to all terms and conditions of the LINK MI contract 071B3001358 and the amended WiFi service agreement for remainder of term and the Initial Term will be three years from the Effective Date on the SBC WiFi Venue Site Form, or whatever term remains on the overall Contract agreement, to which this is an amendment, whichever period is shorter. In the event additional sites are added and the potential for a revenue share agreement exists, language surrounding the revenue share percentages and agreements must be agreed upon by DMB Acquisition Services, and include revenue share to DMB Acquisition Services and/or the end-using department. In the event an end-using department is to receive a revenue share for additional sites, the end-using department will be included in the negotiations surrounding that revenue share.

6. Disabling Service Due to Safety Hazards---SBC and MDOT understand the importance of safety at the welcome centers and rest areas. During the initial three months of this contract the following process will take place in relation to safety at the two welcome centers and one rest area to better determine a more definitive solution to this issue.

In the event that the services provided at the MDOT Welcome Centers/Rest Areas creates operational and hazardous situations that compromise the safe use of these public facilities, a preauthorized manager from MDOT will contact SBC to immediately disable the WI FI service for a period of not more than one hour unless the authorized manager recalls SBC to inform SBC that the hazardous condition still exists.

During this three month period, SBC and MDOT management will conduct a conference call the next routine business day to review the circumstances surrounding the previous day's incident. The results of these calls will form the basis of a permanent procedure for the remaining term of the contract.

Attachment E is inserted on or about January 17, 2005 to include the following:

ATTACHMENT E

REVENUE SHARING COMPENSATION AND CHARGES

A. Revenue Sharing.

1. **This addendum addresses revenue generated from Dept. of Natural Resources – Ralph A MacMullan Conference Center ONLY. Revenue sharing is determined on a site by site basis. This does not establish a sharing percentage for any other existing or future locations.**

SBCIS shall pay Customer a commission ("Commission") equal to 15% of the subscription rate (\$7.95/24hr in Guest Rooms/Common areas, \$25/24hr in Education Building) for each walk-up or prepaid End-User that purchases a connection to the Internet through the Service at the Premises during a calendar day.

2. **Payment Terms.** All revenues due to Customer pursuant to this Paragraph A shall be calculated prior to the calculation or distribution of any revenue sharing arrangements that SBCIS may have with any roaming partners, subcontractors or any other third party and shall be paid within forty-five days after the end of each quarterly period. Adjustments shall be made in accordance with Section 7(B) of the Agreement. **Revenue checks shall be issued to: Department of Management and Budget (DMB), Acquisition Services, and sent to: DMB - Financial Services, Cashiering Unit, Cass Building, PO Box 30681.** The revenue share shall be split 50/50 between DMB Acquisition Services, and the end using agency, which in this case, is the Department of Natural Resources (DNR), with the funds distribution being managed internally by the State through journal voucher from DMB Financial Services to DNR.

- B. Corporate Memberships.** Customer will be able to purchase Corporate Memberships at flat monthly rates. A minimum of 50 accounts is required and all membership recurring charges will be bulk billed via monthly invoice. Customer will coordinate purchase of Corporate Memberships with SBCIS Project Manager.

- C. Bulk Coupons.** Bulk Coupons may be made available to Customer for a flat per coupon fee. Coupons will provide 1-day connection to FreedomLink hot spots only. Customer will coordinate purchase of Bulk Coupons with SBCIS Project Manager.

- D. No Credit Card Charges** There will be no charge to Customer for credit card processing for End-User connections.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 9, 2005

CHANGE NOTICE NO. 16
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER/MAIL CODE [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #16
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no other modifications in existing pricing, terms, or conditions. This change incorporates reduced long distance rates for SBC LD and completes the IVR Configuration for Lottery.

AUTHORITY/REASON:

Per vendor contact (Bob Weldon) on 1/10/05 and agency contact (Dick Hauser) on 1/21/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 21, 2005

CHANGE NOTICE NO. 15
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jewolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #15
Page 2

NATURE OF CHANGE (S):

Effective immediately, the following video conferencing options are hereby incorporated into this contract. All other terms and conditions remain the same.

AUTHORITY/REASON:

Per vendor contact (Matt Green) on 1/13/05 and agency contact (Pat Ruddick) on 11/12/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P. O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

November 8, 2004

CHANGE NOTICE NO. 14
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER/MAIL CODE [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>Christine Mitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>Christine Mitchell</i>
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>Christine Mitchell</i>
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>Christine Mitchell</i>
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell <i>Christine Mitchell</i>
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #14
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no other contract changes.

AUTHORITY/REASON:

Per vendor request (Mike Edwards) on 10/21/04 and agency agreement (Jack Harris) on 10/27/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 23, 2004

CHANGE NOTICE NO. 13
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER/MAIL CODE [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #13
Page 2

NATURE OF CHANGE (S):

Effective immediately, com-code 915-77 for phone service local and long distance is hereby added to this contract with no modifications in value, pricing, terms or conditions.

AUTHORITY/REASON:

Per agency request (Lisa Morrison) on 9/22/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 9, 2004

CHANGE NOTICE NO. 12
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED] <i>Christine Mitchell</i>
	BUYER/CA (517) 335-0462 Christine Mitchell
	TELEPHONE Robert Weldon (517) 334-3614
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	VENDOR NUMBER [REDACTED] <i>Christine Mitchell</i>
	BUYER/CA (517) 335-0462 Christine Mitchell
	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED] <i>Christine Mitchell</i>
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED] <i>Christine Mitchell</i>
	BUYER/CA (517) 335-0462 Christine Mitchell
	TELEPHONE Mike Edwards (866) 832-0002
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	VENDOR NUMBER [REDACTED] <i>Christine Mitchell</i>
	BUYER/CA (517) 335-0462 Christine Mitchell
	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED] <i>Christine Mitchell</i>
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	BUYER/CA (517) 335-0462 Christine Mitchell
	Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide
	CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009
	TERMS
N/A	N/A
F.O.B.	SHIPPED FROM
N/A	N/A
MINIMUM DELIVERY REQUIREMENTS	
N/A	

Contract #071B3001358
Change Notice #11
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract with no other modifications in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) on 8/5/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 21, 2004

CHANGE NOTICE NO. 11
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER/MAIL CODE [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601 VENDOR NUMBER [REDACTED] BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F O B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

Contract #071B3001358
Change Notice #11
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract under LINK 18, Attachment B-2A Centrex Pricing. The modifications included a waiver of small and large center establishment fees and modified pricing for some features.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) on 5/14/04 and agency verbal agreement (Dawn Collins) on 6/17/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

SBC Centrex Pricing

Service Recurring Rates and Non-Recurring Charges:

Product	Type	Tariff Rate per Unit		Discount %		Contract Rate per Unit	
		Monthly	NRC	Monthly	NRC	Monthly	NRC
Common Equip/Sys 2-50 Lines	Centrex	\$ 20.00	\$ -	100.00%	0.00%	\$ -	\$ -
Common Equip/Sys 51-100 Lines	Centrex	\$ 20.00	\$ -	100.00%	0.00%	\$ -	\$ -
Common Equip/Sys 101-200 Lines	Centrex	\$ 20.00	\$ -	100.00%	0.00%	\$ -	\$ -
Common Equip/Sys 201-500 Lines	Centrex	\$ 20.00	\$ -	100.00%	0.00%	\$ -	\$ -
Common Equip/Sys 501+ Lines	Centrex	\$ 20.00	\$ -	100.00%	0.00%	\$ -	\$ -
Small Centrex Establishment Fee 2 - 50	Centrex						Waived
Large Centrex Establishment fee >50	Centrex						Waived
Federal EUCL	Centrex	\$ 5.37	\$ -	0.00%	0.00%	\$ 5.37	\$ -
Automatic Intercept	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
ACD Delayed announcement Per Annoc	Centrex	\$ 18.00	\$ -	52.00%	0.00%	\$ 8.64	\$ -
UCD Delay Annocmt Per Cust Grp	Centrex	\$ 34.00	\$ -	100.00%	0.00%	\$ -	\$ -
UCD per UCD Group	Centrex	\$ 6.50	\$ -	100.00%	0.00%	\$ -	\$ 175.00
UCD Station, Per Station	Centrex	\$ 3.00	\$ -	100.00%	0.00%	\$ -	\$ -
Assume Dial 9 - System	Centrex	\$ 3.00	\$ -	0.00%	0.00%	\$ 3.00	\$ -
ARS Initial Pattern	Centrex	\$ 6.00	\$ -	100.00%	0.00%	\$ -	\$ -
ARS Additional Pattern	Centrex	\$ 2.50	\$ -	100.00%	0.00%	\$ -	\$ -
EBS Disp On Per 18 Button	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
EBS Disp On Per 20 Button	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
EBS Disp On Per 36 Button	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Auth Codes Sys Initial 100 Count	Centrex	\$ 5.00	\$ -	80.00%	0.00%	\$ 1.00	\$ -
Additional Delay Announcement							
Per ACD Group per announcement	Centrex	\$ 18.00	\$ -	52.00%	0.00%	\$ 8.64	\$ -
Incoming Call Queue Slots	Centrex	\$ 3.00	\$ -	40.00%	0.00%	\$ 1.80	\$ -
Auto Call Distribution Per Group	Centrex	\$ 26.00	\$ -	13.33%	0.00%	\$ 22.53	\$ 475.00
ACD Deluxe Per Group	Centrex	\$ 35.00	\$ -	12.50%	0.00%	\$ 30.63	\$ -
Break in Rotary/Hunting Group	Centrex	\$ 4.95	\$ -	79.80%	0.00%	\$ 1.00	\$ -
800 Transfer Single Line	Centrex	\$ 20.00	\$ -	0.00%	0.00%	\$ 20.00	\$ -
Additional Directory Listing	Centrex	\$ 5.00	\$ -	0.00%	0.00%	\$ 5.00	\$ -
Datapath Access Per System	Centrex	\$ 16.00	\$ -	5.88%	0.00%	\$ 15.06	\$ -
Secondary Directory Appearance							
1 Per EBS Set	Centrex	\$ 0.25	\$ -	40.00%	0.00%	\$ 0.15	\$ -

Sta Cont'd Dial 6 Port per Sta	Centrex	\$ 57.50	\$ -	100.00%	\$ -	\$ -
Call Forwarding - Variable	Centrex	\$ -	\$ -	0.00%	\$ -	\$ -
ACD Per EBS Agent Position	Centrex	\$ 5.00	\$ -	28.57%	\$ 3.57	\$ -
ACD Elec Bus Supv Set	Centrex	\$ 16.00	\$ -	11.11%	\$ 14.22	\$ -
DS1 Private Facility Termination	Centrex	\$ 285.00	\$ -	5.00%	\$ 270.75	\$ -
Premium Feature Package	Centrex	\$ 1.00	\$ -	70.00%	\$ 0.30	\$ -
Electronic Key Line	Centrex	\$ 5.36	\$ -	30.00%	\$ 3.75	\$ 57.00
Busy Line Transfer	Centrex	\$ -	\$ -	0.00%	\$ -	\$ -
Foreign Addiitonal Listing	Centrex	\$ 5.00	\$ -	0.00%	\$ 5.00	\$ -
Alternate Call Listing	Centrex	\$ 5.00	\$ -	0.00%	\$ 5.00	\$ -
Attendant Console Opera. Per console	Centrex	\$ 80.00	\$ -	0.00%	\$ 80.00	\$ -
Ctx Open Interface Per DS3-1	Centrex	\$ 442.00	\$ -	0.00%	\$ 442.00	\$ -
2 Wire Loop Termination	Centrex	\$ 35.00	\$ -	94.29%	\$ 2.00	\$ -
Cross Reference Listing	Centrex	\$ 5.00	\$ -	100.00%	\$ -	\$ -
ISDN Circuit Switched Voice Ln	Centrex	\$ 4.80	\$ -	22.33%	\$ 3.73	\$ -
ISDN Circuit Switched Data Ln	Centrex	\$ 8.00	\$ -	41.18%	\$ 4.71	\$ -
Multiple Appearance Dir Number	Centrex	\$ 0.25	\$ -	40.00%	\$ 0.15	\$ -
Message Waiting Tone	Centrex	\$ -	\$ -	0.00%	\$ -	\$ -
Non Published Service	Centrex	\$ 4.95	\$ -	0.00%	\$ 4.95	\$ -
Mecosta County 911	Centrex	\$ 0.04	\$ -	0.00%	\$ 0.04	\$ -
Arenac County 911	Centrex	\$ 0.23	\$ -	0.00%	\$ 0.23	\$ -
Basic Intercommunication		\$ -	\$ -			
500+ line category	Centrex	\$ 2.36	\$ -	19.00%	\$ 1.91	\$ -
Number Portability Surcharge	Centrex	\$ 0.28	\$ -	0.00%	\$ 0.28	\$ -
Record Departmentalized Billing	Centrex	\$ 1.00	\$ -	0.00%	\$ 1.00	\$ -
Initial Rec Storage	Centrex	\$ 51.50	\$ -	0.00%	\$ 51.50	\$ -
Additional 5000 Call Storage	Centrex	\$ 40.00	\$ -	0.00%	\$ 40.00	\$ -
Station Message Detail Recording	Centrex	\$ 2.50	\$ -	100.00%	\$ -	\$ -
Message Signal Interface Serv	Centrex	\$ 225.50	\$ -	100.00%	\$ -	\$ -
Secondary Dir Number per System	Centrex	\$ 1.20	\$ -	58.33%	\$ 0.50	\$ -
Exchg Access Area A&B 1-25 Lines	Centrex	\$ 10.49	\$ -	100.00%	\$ -	\$ -
Exchg Access Area A&B 26-199	Centrex	\$ 6.60	\$ -	100.00%	\$ -	\$ -
Exchg Access Area A&B 200-499	Centrex	\$ 5.74	\$ -	100.00%	\$ -	\$ -
Exchg Access Area A&B 500-999	Centrex	\$ 4.78	\$ -	100.00%	\$ -	\$ -
Exchg Access Area A&B 1000+ Lines	Centrex	\$ 3.75	\$ -	100.00%	\$ -	\$ -
Exchg Access Area C 1-25 Lines	Centrex	\$ 12.81	\$ -	100.00%	\$ -	\$ -

0.25

Exchg Access Area C 26-199 Lines	Centrex	\$ 8.93	\$ -	100.00%	0.00%	\$ -	\$ -
Exchg Access Area C 200-499 Lines	Centrex	\$ 8.06	\$ -	100.00%	0.00%	\$ -	\$ -
Exchg Access Area C 500-999 Lines	Centrex	\$ 7.10	\$ -	100.00%	0.00%	\$ -	\$ -
Exchg Access Area C 1000+ Lines	Centrex	\$ 6.07	\$ -	100.00%	0.00%	\$ -	\$ -
Exchange Access ICB 1-8999 Lines	Centrex	\$ 5.00	\$ -	0.00%	0.00%	\$ 5.00	\$ 42.00
Exchange Access ICB 9000-11999 Lines	Centrex	\$ 4.75	\$ -	0.00%	0.00%	\$ 4.75	\$ 42.00
Exchange Access ICB 12000-14999	Centrex	\$ 4.50	\$ -	0.00%	0.00%	\$ 4.50	\$ 42.00
Exchange Access ICB 15000 Lines	Centrex	\$ 4.25	\$ -	17.65%	0.00%	\$ 3.50	\$ 42.00
CTX Off Prem Sta-Unrestricted	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Centrex Stations SLA's	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Voice Message Svc Transfer Mailbox	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Touch Tone Service	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Tt Ctx Premier Wats and Fga	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Genesee County Surcharge	Centrex	\$ 1.50	\$ -	0.00%	0.00%	\$ 1.50	\$ -
Livingston County Surcharge	Centrex	\$ 0.20	\$ -	0.00%	0.00%	\$ 0.20	\$ -
Newaygo County Surcharge	Centrex	\$ 2.20	\$ -	0.00%	0.00%	\$ 2.20	\$ -
Mecosta County Surcharge	Centrex	\$ 0.21	\$ -	0.00%	0.00%	\$ 0.21	\$ -
Saginaw County Surcharge	Centrex	\$ 2.01	\$ -	0.00%	0.00%	\$ 2.01	\$ -
Houghton County Surcharge	Centrex	\$ 0.47	\$ -	0.00%	0.00%	\$ 0.47	\$ -
9-1-1 Emergency System	Centrex	\$ 0.23	\$ -	0.00%	0.00%	\$ 0.23	\$ -
9-1-1 Emergency System	Centrex	\$ 0.27	\$ -	0.00%	0.00%	\$ 0.27	\$ -
9-1-1 Emergency System	Centrex	\$ 0.25	\$ -	0.00%	0.00%	\$ 0.25	\$ -
9-1-1 Emergency System	Centrex	\$ 0.21	\$ -	0.00%	0.00%	\$ 0.21	\$ -
9-1-1 Emergency System	Centrex	\$ 0.27	\$ -	0.00%	0.00%	\$ 0.27	\$ -
Down River E911	Centrex	\$ 0.23	\$ -	0.00%	0.00%	\$ 0.23	\$ -
Ingham County E911	Centrex	\$ 0.58	\$ -	0.00%	0.00%	\$ 0.58	\$ -
9-1-1 Emergency System	Centrex	\$ 0.20	\$ -	0.00%	0.00%	\$ 0.20	\$ -
9-1-1 Emergency System	Centrex	\$ 0.17	\$ -	0.00%	0.00%	\$ 0.17	\$ -
Ottawa County E911	Centrex	\$ 0.19	\$ -	0.00%	0.00%	\$ 0.19	\$ -
9-1-1 Emergency System	Centrex	\$ 0.22	\$ -	0.00%	0.00%	\$ 0.22	\$ -
9-1-1 Emergency System	Centrex	\$ 0.19	\$ -	0.00%	0.00%	\$ 0.19	\$ -
9-1-1 Emergency System	Centrex	\$ 0.32	\$ -	0.00%	0.00%	\$ 0.32	\$ -
9-1-1 Emergency System	Centrex	\$ 0.27	\$ -	0.00%	0.00%	\$ 0.27	\$ -
9-1-1 Emergency System	Centrex	\$ 0.20	\$ -	0.00%	0.00%	\$ 0.20	\$ -
9-1-1 Emergency System	Centrex	\$ 0.20	\$ -	0.00%	0.00%	\$ 0.20	\$ -
9-1-1 Emergency System	Centrex	\$ 0.16	\$ -	0.00%	0.00%	\$ 0.16	\$ -

9-1-1 Emergency System	Centrex	\$ 0.21	\$ -	0.00%	0.00%	\$ 0.21	\$ -
9-1-1 Emergency System	Centrex	\$ 0.23	\$ -	0.00%	0.00%	\$ 0.23	\$ -
9-1-1 Emergency System	Centrex	\$ 0.24	\$ -	0.00%	0.00%	\$ 0.24	\$ -
9-1-1 Emergency System	Centrex	\$ 0.21	\$ -	0.00%	0.00%	\$ 0.21	\$ -
9-1-1 Emergency System	Centrex	\$ 0.23	\$ -	0.00%	0.00%	\$ 0.23	\$ -
9-1-1 Emergency System	Centrex	\$ 0.17	\$ -	0.00%	0.00%	\$ 0.17	\$ -
9-1-1 Emergency System	Centrex	\$ 0.21	\$ -	0.00%	0.00%	\$ 0.21	\$ -
9-1-1 Emergency System	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
9-1-1 Emergency System	Centrex	\$ 0.26	\$ -	0.00%	0.00%	\$ 0.26	\$ -
Houghton County Surcharge	Centrex	\$ 0.26	\$ -	0.00%	0.00%	\$ 0.26	\$ -
Detroit County SurCharge	Centrex	\$ 0.48	\$ -	0.00%	0.00%	\$ 0.48	\$ -
Oakland County Surcharge	Centrex	\$ 0.57	\$ -	0.00%	0.00%	\$ 0.57	\$ -
Downriver Comm Conf Surchg	Centrex	\$ 0.48	\$ -	0.00%	0.00%	\$ 0.48	\$ -
Ingham County Surcharge	Centrex	\$ 0.58	\$ -	0.00%	0.00%	\$ 0.58	\$ -
Livingston County Surchrge	Centrex	\$ 0.58	\$ -	0.00%	0.00%	\$ 0.58	\$ -
Jackson County Surcharge	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Washtenaw County Surcharge	Centrex	\$ 0.50	\$ -	0.00%	0.00%	\$ 0.50	\$ -
Grand Traverse Cty Surcharge	Centrex	\$ 0.80	\$ -	0.00%	0.00%	\$ 0.80	\$ -
Gladwin County Surcharge	Centrex	\$ 0.47	\$ -	0.00%	0.00%	\$ 0.47	\$ -
Newaygo County Surcharge	Centrex	\$ 0.58	\$ -	0.00%	0.00%	\$ 0.58	\$ -
Arenac County Surcharge	Centrex	\$ 0.24	\$ -	0.00%	0.00%	\$ 0.24	\$ -
Calhoun County Surcharge	Centrex	\$ 0.39	\$ -	0.00%	0.00%	\$ 0.39	\$ -
St. Claire County Surchrge	Centrex	\$ 0.49	\$ -	0.00%	0.00%	\$ 0.49	\$ -
Delta County Surcharge	Centrex	\$ 0.47	\$ -	0.00%	0.00%	\$ 0.47	\$ -
Houghton County Surcharge	Centrex	\$ 0.06	\$ -	0.00%	0.00%	\$ 0.06	\$ -
Basic Voice Mail	Centrex	\$ 8.35	\$ -	9.00%	0.00%	\$ 7.60	\$ -
Enhanced Voice Mail 1-49 Lines	Centrex	\$ 12.00	\$ -	28.75%	0.00%	\$ 8.55	\$ -
Enhanced Voice Mail 50-99 Lines	Centrex	\$ 11.00	\$ -	22.30%	0.00%	\$ 8.55	\$ -
Custom 800 Service	Centrex	\$ 21.37	\$ -	0.00%	0.00%	\$ 21.37	\$ -
Automatic Dial	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Automatic Line	Centrex	\$ -	\$ -	0.00%	0.00%	\$ -	\$ -
Centex Caller ID 1-6 Lines	Centrex	\$ 3.25	\$ -	100.00%	0.00%	\$ -	\$ -
Centex Caller ID 7-11 Lines	Centrex	\$ 1.45	\$ -	100.00%	0.00%	\$ -	\$ -
Centex Caller ID 12-19 Lines	Centrex	\$ 1.15	\$ -	100.00%	0.00%	\$ -	\$ -
Centex Caller id 20-95 Lines	Centrex	\$ 1.00	\$ -	100.00%	0.00%	\$ -	\$ -
Centex Caller ID 96+ Lines	Centrex	\$ 0.80	\$ -	100.00%	0.00%	\$ -	\$ -

Call Forwarding DA All Call	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forwarding DA All Call	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Transfer Incoming	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Transfer Outgoing	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forwarding Feature	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forwarding to External No.	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forwarding Busy	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forward Busy - Universal	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forward Don't Answer	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Cl Fwdg Don't Answer All Calls	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Fwd Secondary MADN Num	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Multipath Call Fwd per System	Centrex	\$ 5.00	\$ -	100.00%	0.00%	\$ -	-
Call Hold Permanent	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Forwarding Variable Per Line	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Cut Off on Disconnect	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Sta Controlled Conf 6 Member	Centrex	\$ 57.50	\$ -	100.00%	0.00%	\$ -	-
Clg Name Display on Intercom	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Per Display Set	Centrex	\$ 0.25	\$ -	0.00%	0.00%	\$ 0.25	\$ -
MWC Three Way Conference call	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Hold	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Call Waiting	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Do Not Disturb Per Line	Centrex	\$ 2.00	\$ -	100.00%	0.00%	\$ -	-
Distinctive Ring	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Deny Originating Calls	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Deny Terminating Calls	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Group Intercom	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Key Short Hunt No Overflow	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Data Call Protection	Centrex	\$ 16.00	\$ -	100.00%	0.00%	\$ -	-
Visual Message Waiting Indicator	Centrex	\$ 3.15	\$ -	100.00%	0.00%	\$ -	-
EK Make Set By Except Grp Icom	Centrex	\$ 4.95	\$ -	79.80%	0.00%	\$ 1.00	\$ -
Zone Service	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
No Line Insulation Test	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Privacy Release	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Distinct Ring/Call Wait Tone Per Line	Centrex	\$ -	-	0.00%	0.00%	\$ -	-
Speed Calling - 30	Centrex	\$ 0.40	\$ -	25.00%	0.00%	\$ 0.30	\$ -
Speed Calling - 50	Centrex	\$ 0.60	\$ -	50.00%	0.00%	\$ 0.30	\$ -

Speed Calling - 70
 Speed Call Short List
 Call Pick Up
 Federal Universal Service Fee
 ISDN National Line - Intercom
 50+ Line Category

Centrex	\$	0.60	\$	-
Centrex	\$	-	\$	-
Centrex	\$	-	\$	-
Centrex	\$	0.43	\$	-
	\$		\$	-
Centrex	\$	9.90	\$	-

	50.00%	0.00%
	0.00%	0.00%
	0.00%	0.00%
	0.00%	0.00%
		0.00%
	20.00%	0.00%

\$	0.30	\$	-
\$	-	\$	-
\$	-	\$	-
\$	0.43	\$	-
\$		\$	
\$	7.92	\$	-

Total

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 21, 2004

CHANGE NOTICE NO. 10
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15 th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached modifications adding WIFI Freedom Link are hereby incorporated into this contract with no other modifications in pricing, terms or conditions. This initiative begins with a pilot of 10 sites including selected MDOT welcome centers, DNR parks and marinas at no cost to the state, providing broadband internet services to Michigan citizens traveling through these locations.

AUTHORITY/REASON:

Per agency request (Jack Harris) and vendor agreement (Bob Weldon) on 6/14/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Attachment C

SBC FreedomLink service

The Initial Term is three year(s) from the Effective Date.

1. **Transport Fee.** Customer shall not pay the applicable charges for the broadband internet access transport fees as monthly fees are waived for the 10 locations indicated in Attachment A. If monthly transport fees are anticipated for any locations proposed beyond the 10 initial locations, then such fees must be mutually agreeable between SBCIS, DMB Acquisition Services and the end-using agency.

2. SBC will provide FreedomLink service to the determined ten State of Michigan sites as stated in Attachment B. SBC will charge the following fees:

- \$7.95 per 24 hour membership
- \$19.95 per 30 day membership
- \$3.95 per 2 hour trial pricing plan for these 10 locations only. This pricing plan will be reviewed and can at any time be discontinued at the sole discretion of the SBC WiFi organization.

3. **Management Fee; Installation Fee.** The management and installation fees are waived for the 10 locations listed in Attachment A. If management and installation fees are anticipated for any locations proposed beyond the 10 initial locations, then such fees must be mutually agreeable between SBCIS, DMB Acquisition Services and the end-using agency.

4. **Early Termination Fee.** If Customer terminates the Agreement for convenience and not for cause prior to the expiration of the then current term commitment, Customer shall pay SBC an early termination fee equal to Five Hundred Dollars (\$500.00) per "access point" where the Service is offered at the Premises. An "access point" is the antenna that connects the Service at the Premises to the individual User.

The fees are due within forty-five (45) days after receipt of SBC's invoice.

The State is tax exempt.

Customer may add sites to agreement via an *SBC WiFi Venue Site Form* submitted to the WiFi organization, and does not have to sign an additional addendum to do so during the contract term, if financial analysis conducted is mutually acceptable to SBC, DMB Acquisition Services, Department of Information Technology and end using department. Additional sites added during term are subject to all terms and conditions of the LINK MI contract 071B3001358 and the amended WiFi service agreement for remainder of term and the Initial Term will be three years from the Effective Date on the SBC WiFi Venue Site Form. In the event additional sites are added and the potential for a revenue share agreement exists, language surrounding the revenue share percentages and agreements must be agreed upon by DMB Acquisition Services, and include revenue share to DMB Acquisition Services and/or the end-using department. In the event an end-using department is to receive a revenue share for additional sites, the end-using department will be included in the negotiations surrounding that revenue share.

6. Disabling Service Due to Safety Hazards---SBC and MDOT understand the importance of safety at the welcome centers and rest areas. During the initial three months of this contract the following process will take place in relation to safety at the two welcome centers and one rest area to better determine a more definitive solution to this issue.

In the event that the services provided at the MDOT Welcome Centers/Rest Areas creates operational and hazardous situations that compromise the safe use of these public facilities, a preauthorized manager from MDOT will contact SBC to immediately disable the WI FI service for a period of not more than one hour unless the authorized manager recalls SBC to inform SBC that the hazardous condition still exists.

During this three month period, SBC and MDOT management will conduct a conference call the next routine business day to review the circumstances surrounding the previous day's incident. The results of these calls will form the basis of a permanent procedure for the remaining term of the contract.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 2, 2004

CHANGE NOTICE NO. 9
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 jcwolf@merit.edu	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 mikep.edwards@quest.com	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F O B N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached Nortel WLAN items and prices are hereby incorporated into this Contract with no modifications in contract value, terms or conditions. These items are made available for purchase by DIT Telecom or MiDEAL partners only at this point for a pilot application. This is an expansion to the items already existing in the contract LINK 4a file for CBDS III.

AUTHORITY/REASON:

Per vendor contact (Robert Weldon) dated 5/14/04 and agency approval (Jack Harris) dated 5/15/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00



Enterprise Solutions					
#REF!					
Order Number	Product Description	LIST PRICE	STATE PRICE		
Adaptive Solutions					
	WLAN Access Ports 223X				
DR4001069	Nortel Networks WLAN - Access Port 2230 - 802.11a/b/g. Is used with WLAN-Security Switch 2270. Access Port has built in Antenna's and external antenna connectors. Accepts Power over Ethernet. Does not include power supply.	599	415.23		
DR4001070	Nortel Networks WLAN - Access Port 2231 - 802.11b/g. Is used with WLAN-Security Switch 2270. Access Port has built in Antenna's and external antenna connectors. Accepts Power over Ethernet. Does not include power supply.	499	346.02		
	WLAN Security Switch 2270				
DR4001A66	Nortel Networks WLAN - Security Switch 2270 - 2GE fiber ports. supports 36 Access Ports (2230 or 2231). Includes hardware encryption module. (No power cord included)	17,999	12,456.82		
DR4001E66	Nortel Networks WLAN - Security Switch 2270 - 2GE fiber ports, supports 36 Access Ports(2230 or 2231). Includes hardware encryption module. (Includes North American power cord)	17,999	12,456.82		
DR4001A67	Nortel Networks WLAN - Security Switch 2270 - 2GE fiber ports. supports 24 Access Ports (2230 or 2231). Includes hardware encryption module. (No power cord included)	14,999	12,456.82		
DR4001E67	Nortel Networks WLAN - Security Switch 2270 - 2GE fiber ports, supports 24 Access Ports(2230 or 2231). Includes hardware encryption module. (Includes North American power cord)	14,999	10,380.68		
DR4001A68	Nortel Networks WLAN - Security Switch 2270 - 2GE fiber ports, supports 12 Access Ports (2230 or 2231). Includes hardware encryption module. (No power cord included)	10,999	7,612.50		
DR4001E68	Nortel Networks WLAN - Security Switch 2270 - 2GE fiber ports, supports 12 Access Ports (2230 or 2231). Includes hardware encryption module. (Includes North American power cord)	10,999	7,612.50		
DR4011002-2.0.0	Nortel Networks WLAN - Security Switch 2270 - Software License for 12 to 24 Access Port Upgrade.	6,000	4,152.27		
DR4011003-2.0.0	Nortel Networks WLAN - Security Switch 2270 - Software License for 24 to 36 Access Port Upgrade.	4,500	3,114.77		
DR4011004-2.0.0	Nortel Networks WLAN - Security Switch 2270 - Software License for 12 to 36 Access Port Upgrade.	9,000	6,228.41		
	WLAN Location Services Software				
D DR4011007-2.0.0	Nortel Networks WLAN - Location Services Software upgrade for WLAN 2270 and 2230/31. Provides upgrade support from 100 to 500 AP in WMS locations services.	33,000	22,837.50		
D DR4011008-2.0.0	Nortel Networks WLAN - Location Services Software upgrade for WLAN 2270 and 2230/31. Provides upgrade support from 500 to 1000+ AP in WMS locations services.	32,500	22,491.48		
	WLAN Management System				
DR4011005-2.0.0	Nortel Networks WLAN - Management System Upgrade for WLAN 2270 and 2230/31. Upgrades the support of number of APs in WMS from 100 to 500.	13,500	9,342.61		
DR4011006-2.0.0	Nortel Networks WLAN - Management System Upgrade for WLAN 2270 and 2230/31. Upgrades the support of number of APs in WMS from 500 to 1000+.	12,500	8,650.57		
DR4021001-2.0.0	Nortel Networks WLAN - Management System software for WLAN 2270 and 2230/31. Includes support for 36 AP's.	4,995	3,457.26		
DR4021002-2.0.0	Nortel Networks WLAN - Management System software 100 AP Bundle for WLAN 2270 and 2230/31. Includes WMS base.	8,000	5,536.36		
DR4021003-2.0.0	Nortel networks WLAN - Management System software 250 AP bundle for WLAN 2270, 2230/31. Includes WMS base.	12,750	8,823.58		
DR4021004-2.0.0	Nortel Networks WLAN - Management System and 500 AP bundle sw for WLAN 2270 and 2230/31. Includes base WMS.	21,500	14,878.98		
DR4021005-2.0.0	Nortel Networks WLAN - Management System and 1000 APs sw bundle for WLAN 2270 and 2230/31. Includes base WMS.	34,000	23,529.55		

WLAN Site Survey Tool			
DR4021011-2.0.0	Nortel Networks WLAN - Site Survey Tool. Provides Site Survey functionality for ideal deployment of WLAN 2220/21, WLAN 2225 and WLAN 2230/31 APs.	1,395	965.90
WLAN Antennas			
WLAN 2.4 Ghz Antennas			
N DR4000052	WLAN Omnidirectional Antenna 3dbi gain, 3 foot cable with Reverse TNC connector. For use in Warehouses, Auditoriums, Shopping Malls, industrial complexes and more.	129	89.97
N DR4000053	WLAN Spatial Diversity Directional Antenna 6.5 dbi gain, 3 foot cable with Reverse TNC connector. For use in Offices, HealthCare facilities, Educational/Industrial, and Shopping Malls are just a few of the common app.	229	159.17
N DR4000054	WLAN Panel Antenna 6dbi gain, 3 foot cable with Reverse TNC connector. For use in Hallways or corridors. Easy to disguise or hide.	129	89.97
N DR4000055	WLAN Omnidirectional Ceiling Mount Antenna 2.5dbi gain, 3 foot cable with Reverse TNC connector. For use in temporary in-building WLAN apps.	159	110.73
N DR4000056	WLAN Omnidirectional Diversity Antenna 2.5dbi gain, 3 foot cable with Reverse TNC connector. For use in Offices, HealthCare Facilities, Educational/Industrial, and Shopping Malls.	199	138.41
N DR4000057	WLAN Ceiling/Surface Dipole Antenna 3.5dbi gain, 3 foot cable with Reverse TNC connector. For use in W telephone booths, industrial, Office, Shopping Malls, Parking, Airports, Hospitals, Campus, and more.	129	89.97
N DR4000058	WLAN Bi-directional Ceiling Antenna 4dbi gain, 3 foot cable with Reverse TNC connector. For use in Offices, Shopping Complexes, Transportation Terminals, Educational Campuses, Hallways, and Tunnels.	159	110.73
N DR4000059	WLAN Patch Array Antenna 8.5dbi gain, 3 foot cable with Reverse TNC connector. For use where a shaped pattern is needed to provide enhanced coverage of deep rooms, Warehouse Bays, or any elongated activity zone.	159	110.73
WLAN 5 Ghz Antennas			
N DR4000060	WLAN Omnidirectional Antenna 3dbi gain 5.725Ghz-5.875Ghz, 7" height, 3 foot cable with Reverse TNC connector. For use in Warehouses, Auditoriums, Shopping Malls, industrial complexes and more.	159	110.73
N DR4000061	WLAN Omnidirectional Antenna 3dbi gain 5.150Ghz-5.350Ghz, 7" height, 3 foot cable with Reverse TNC connector. For use in Warehouses, Auditoriums, Shopping Malls, industrial complexes and more.	159	110.73
N DR4000062	WLAN Squint Ceiling Omni Antenna 3.5dbi gain 5.725Ghz-5.875Ghz, 3 foot cable with Reverse TNC connector. For use in large indoor spaces, locations with high ceilings, and where extended coverage is needed.	149	103.81
N DR4000063	WLAN Squint Antenna 3dbi gain 5.150Ghz-5.350Ghz, 3 foot cable with Reverse TNC connector. High performance provides coverage for large indoor open spaces, locations with high ceilings, and extended coverage.	149	103.81
N DR4000064	WLAN Directlink Antenna 12dbi gain 5.150Ghz-5.5350Ghz, 3 foot cable with Reverse TNC connector. For Campus or in building offering very precise and controllable pattern. Must order mounting bracket separately.	208	144.34
N DR4000065	WLAN Directlink Antenna 12dbi gain 5.725Ghz-5.825Ghz, 3 foot cable with Reverse TNC connector. For Campus or in building offering very precise and controllable pattern. Must order mounting bracket separately.	208	144.34
Antenna Accessories			
N DR4000066	Antenna mounting bracket for Directlink Antenna DR4000064 and DR4000065. All purpose Articulating Mast Mount and Articulating Wall Mount.	29	20.76
Miscellaneous Items			
DR4005A02	Nortel Networks WLAN - Access Port 2230/2231 - Universal Power Supply 100-250 VAC. (No power cord included)	39	27.68
DR4005E02	Nortel Networks WLAN - Access Port 2230/2231 - Universal Power Supply 100-250 VAC. (Includes North American power cord)	39	27.68
DR4005A03	Nortel Networks WLAN - Access Port 2230/2231 - Power over Ethernet injector. (No power cord included)	150	103.81
DR4005E03	Nortel Networks WLAN - Access Port 2230/2231 - Power over Ethernet injector. (Includes North American power cord)	150	103.81
**Listed items represent those items most likely to be used by the State of Michigan. List may be updated periodically to reflect new products and prices. All manufactured software, features, options and parts not listed are available and can be obtained through SBC.			

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

May 10, 2004

CHANGE NOTICE NO. 8
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 <i>i:rw2942@sbc.com</i>	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>C Mitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>C Mitchell</i>
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105 <i>jcwolf@merit.edu</i>	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>C Mitchell</i>
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984 <i>mikep.edwards@quest.com</i>	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>C Mitchell</i>
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 <i>bill.graham@verizon.com</i>	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER/CA (517) 335-0462 Christine Mitchell <i>C Mitchell</i>
Contract Compliance Inspector: Jack Harris and Christine Mitchell	
LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD:	From: September 1, 2003 To: October 31, 2009
TERMS	SHIPMENT
N/A	N/A
F.O.B.	SHIPPED FROM
N/A	N/A
MINIMUM DELIVERY REQUIREMENTS	
N/A	

Contract #071B3001358
Change Notice #8
Page 2

NATURE OF CHANGE (S):

Effective immediately, the attached Conversion Schedule for non-expedited implementation hereby replaces the existing contract schedule (Exhibit E), with no additional modifications in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor request (Sue Bologna) on 2/25/04 and agency agreement (Jack Harris) on 4/8/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Exhibit E

Link Michigan Contract released to SBC – 10/07/03

Completion of conversion of CBDS II network to the CBDS III network – By 09/07/04

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 10, 2004

COPY

CHANGE NOTICE NO. 6
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 i:rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell
NAME & ADDRESS OF VENDOR Veronica Pellizzi Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell
Contract Administrator: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

see page 2

Contract #071B3001358

Change Notice #6

Page 2

NATURE OF CHANGE (S):

Effective immediately, the following Contract number changes are hereby made to the LINK MI contract to simplify the ordering and payment process. The statewide purchasing and accounting system (MAIN) is unable to accommodate processing of orders and payments for multiple vendors on a single Contract agreement. All pricing, terms and conditions remain unchanged. We apologize for any inconvenience this may cause:

SBC/Norlight remains:	071B3001358
MERIT is changed to:	071B4200179
QWEST is changed to:	071B4200180
VERIZON is changed to:	071B4200181

AUTHORITY/REASON:

Per Acquisition Services and agency request.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 3, 2004

CHANGE NOTICE NO. 5
 TO
 JOINT CONTRACT NO. 071B3001358
 between
 THE STATE OF MICHIGAN
 And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 i:rw2942@sbc.com	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
Contract Administrator: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached reduced Qwest long distance rates are hereby incorporated into this contract with no additional modifications. These rates are effective March 1, 2004 for new accounts and April 1, 2004 for transitioning accounts.

Contract #071B3001258
Change Notice #5
Page 2

AUTHORITY/REASON:

Per vendor (Mike Edwards) and agency agreement (Dawn Collins and meeting with jack Harris and Qwest) on 2/26/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 11, 2004

CHANGE NOTICE NO. 4
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 <i>i:rw2942@sbc.com</i>	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Robert Weldon (517) 334-3614
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
Contract Administrator: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: October 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached SBC long distance, toll free and directory assistance rates, services and processes are hereby incorporated into this contract with no modifications in terms, conditions, or overall contract value.

Contract #071B3001258

Change Notice #4

Page 2

AUTHORITY/REASON:

Per vendor request (Bob Weldon) on 2/5/04 and agency agreement (Chris Mitchell) on 2/11/04 with concurrence from Jack Harris on 2/10/04.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 29, 2003

CHANGE NOTICE NO. 2
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933 <i>i:rw2942@sbc.com</i>	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Robert Weldon (517) 334-3614
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>CMitchell</i>
	TELEPHONE Jennifer Wolf (734) 764-9430
Contract Administrator: Jack Harris and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: August 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached modifications are hereby incorporated into this contract and the joint contract administrators for this contract have changed from: Terrence O'Neil and Christine Mitchell to Jack Harris and Christine Mitchell and a project manager has been assigned for the State as well. The project manager for this contract is Dawn Collins from DIT/Telecom.

AUTHORITY/REASON:

Per agency contact (Jack Harris) dated 12/11/03.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00

Avaya Conversant Boxes

24 Port Box		Avaya IR P150	
Material No.	Qty.	Description	Price \$\$
113090	1	ENTERPRISE CONFIG TO QUOTE	\$ -
199990	1	PROJECT SYSTEM CONFIGURATION	\$ -
199993	1	INTRICACY LEVEL 3 IMPLEMENTATION	\$ -
159280	0	APPL SVCS - ENHANCED IVR 24 X 7	optional*
176803	1	AVAYA IR DUAL T1 BD	\$ 3,700.30
700248354	1	AVAYA IR T1 BOARD DUAL	\$ -
104158829	2	ADAPTER 356A	\$ -
407613983	2	CABLE ASSY 904200 MDLR 25F	\$ -
178313	0	APPL SVC-IVRHEARTMONITOR7X24	N/A
178936	1	AVAYA IR US/CANADA ACC KIT	\$ 365.30
846983039	1	CABLE 10FT SHIELDED	\$ -
846373413	1	ADAPTER DTE RJ45 10 PIN TO DB-9 FM	\$ -
846362770	1	CMS ADAPTER FOR REMOTE CONSOLE	\$ -
407633999	1	SPORTSTER MDM 33.6 KBPS EXTL	\$ -
846362754	1	ADAPTER ACU MDM 10P RJ45 M 25 PIN TO	\$ -
180526	24	AVAYA IR PER PORT LIC NEW	\$ 21,041.52
700234099	24	SPWRKS OSR T3 1ST LANG LICENSE	\$ 41,556.96
700281256	1	AVAYA IR INSTL/TS GUIDE R1.2	\$ 36.53
700281264	1	AVAYA IR SYS DOCS R1.2	\$ 365.30
700281967	1	AVAYA IR SUN BLADE 150 R1.2.	\$ 4,931.60
700281983	1	AVAYA IR SFTW FOR HDWR BNDL R1.2	\$ 219.19
700289218	1	SPWRKS OSR 1.1.4 FOR WIN NT MEDIA	\$ 730.61
104164	1	BCS INSTL CUSTMR SOLUTION	\$ 1,312.50
199999	1	SERVICES MAINTENANCE BOM	\$ -
199952	0	INTERACTIVE RESPONSE HARDW	N/A
199954	0	INTERACTIVE RESPONSE SOFTW	N/A
176641	1	ISO - AVAYA IMPLEMENTATION	\$ 2,725.00
SBC	1	TRACK & CLOSE	\$ 504.00
S&H	1	Shipping & Handling (Standard Shipping)	\$ 518.79
TOTAL			\$ 78,007.60

No maintenance pricing requested

*Part #159280 Optional maintenance assist 7x24 monitoring pricing is \$2,200 per month.

Price This Option	
108826884 1 CP TN464GP DS1 INTFC 24/32	\$5,295.00
Installation TN464CP DS1 interface	\$125.00

6 Port Box		150	
Material No.	Qty.	Description	Price \$\$\$
113090	1	ENTERPRISE CONFIG TO QUOTE	\$ -
199990	1	PROJECT SYSTEM CONFIGURATION	\$ -
199993	1	INTRICACY LEVEL 3 IMPLEMENTATION	\$ -
159280	0	APPL SVCS - ENHANCED IVR 24 X 7	optional*
176803	1	AVAYA IR DUAL T1 BD	\$ 3,700.30
700248354	1	AVAYA IR T1 BOARD DUAL	\$ -
104158829	2	ADAPTER 356A	\$ -
407613983	2	CABLE ASSY 904200 MDLR 25FT	\$ -
178313	0	APPL SVC-IVRHEARTMONITOR 7X24	N/A
178936	1	AVAYA IR US/CANADA ACC KIT	\$ 365.30
846983039	1	CABLE 10FT SHIELDED	\$ -
846373413	1	ADAPTER DTE RJ45 10 PIN TO DB-9 FM,	\$ -
846362770	1	CMS ADAPTER FOR REMOTE CONSOLE	\$ -
407633999	1	SPORTSTER MDM 33.6 KBPS EXTL	\$ -
846362754	1	ADAPTER ACU MDM 10P RJ45 M	\$ -
180526	6	AVAYA IR PER PORT LIC NEW	\$ 5,260.38
700234099	6	SPWRKS OSR T3 1ST LANG LICENSE	\$ 10,389.24
700281256	1	AVAYA IR INSTL/TS GUIDE R1	\$ 36.53
700281264	1	AVAYA IR SYS DOCS R1.2	\$ 365.30
700281967	1	AVAYA IR SUN BLADE 150 R1.2	\$ 4,931.60
700281983	1	AVAYA IR SFTW FOR HDWR BNDL R1.2	\$ 219.19
700289218	1	SPWRKS OSR 1.1.4 FOR WIN NT MEDIA	\$ 730.61
104164	1	BCS INSTL CUSTMR SOLUTION	\$ 1,375.00
199999	1	SERVICES MAINTENANCE BOM	\$ -
199952	0	INTERACTIVE RESPONSE HARDW	N/A
199954	0	INTERACTIVE RESPONSE SOFTW	N/A
176641	1	ISO - AVAYA IMPLEMENTATION	\$ 1,575.00
SBC	1	TRACK & CLOSE	\$ 504.00
S&H	1	Shipping & Handling (Standard Shipping)	\$ 471.09
TOTAL			\$ 29,923.54

Maintenance Coverage (36 Months)

\$390.38 monthly

Price This Option	
108826884 1 CP TN464GP DS1 INTFC 24/32	\$5,295.00
Installation TN464CP DS1 interface	\$125.00

Maintenance (Monthly) \$ 148.80

Maintenance (monthly) \$ 148.80

24 Port		Avaya IR P280 C34	
Material No	Qty.	Description	Price \$\$
113090	1	ENTERPRISE CONFIG TO QUOTE	-
199990	1	PROJECT SYSTEM CONFIGURATION	-
199993	1	INTRICACY LEVEL 3 IMPLEMENTATION	-
178936	1	AVAYA IR US/CANADA ACC KIT	365.30
846983039	1	CABLE 10FT SHIELDED	-
846373413	1	ADAPTER DTE RJ45 10 PIN TO DB-9 FEM	-
846362770	1	CMS ADAPTER FOR REMOTE CONSOLE	-
407633999	1	SPORTSTER MDM 33.6 KBPS EXTL	-
846362754	1	ADAPTER ACU MDM 10P RJ45 MALE 25P F	-
180486	1	AVAYA IR QUAD T1 BD	6,938.06
700279177	1	AVAYA IR T1 BD QUAD P/N 82155	-
1041558829	4	ADAPTER 356A	-
407613983	4	CABLE ASSY 904200 MDLR 25F	-
180526	24	AVAYA IR PER PORT LIC NEW	\$21,041.52
700281256	1	AVAYA IR INSTL/TS GUIDE R1.2	36.53
700281264	1	AVAYA IR SYS DOCS R1.2	365.30
700281272	1	AVAYA IR SUNFIRE 280R R1.2	\$13,516.24
700281983	1	AVAYA IR SFTW FOR HDWR BNDL R1.2	219.19
104164	1	BCS INSTL CUSTMR SOLUTION	1,187.50
700234099	24	SPWRKS OSR T3 1ST LANG LICENSE	\$41,556.96
700289218	1	SPWRKS OSR 1.1.4 FOR WIN NT MEDIA	730.61
176641	1	ISO - AVAYA IMPLEMENTATION	3,175.00
SBC	1	TRACK & CLOSE	504.00
S&H	1	Shipping & Handling (Standard Shipping)	518.79
TOTAL			\$ 90,155.00

Maintenance Coverage (36 Month) \$1,307.32 monthly

6 Port Box		280	
Material No.	Qty.	Description	Price \$\$\$
113090	1	ENTERPRISE CONFIG TO QUOTE MATERIA	-
199990	1	PROJECT SYSTEM CONFIGURATION	-
199993	1	INTRICACY LEVEL 3 IMPLEMENTATION	-
178936	1	AVAYA IR US/CANADA ACC KIT	365.30
846983039	1	CABLE 10FT SHIELDED	-
846373413	1	ADAPTER DTE RJ45 10PIN TO DB-9 FEMAL	-
846362770	1	CMS ADAPTER FOR REMOTE CONSOLE	-
407633999	1	SPORTSTER MDM 33.6 KBPS EXTL	-
846362754	1	ADAPTER ACU MDM 10P RJ45 MALE 25 PIN	-
180486	1	AVAYA IR QUAD T1 BD	6,938.06
700279177	1	AVAYA IR T1 BD QUAD P/N 82155	-
1041558829	4	ADAPTER 356A	-
407613983	4	CABLE ASSY 904200 MDLR 25 FT	-
700234099	6	SPWK OSR T-3 1ST LANG LICENSE	10,389.24
700281256	1	AVAYA IR INSTL/TS GUIDE R1.2	36.53
700281264	1	AVAYA IR SYS DOCS R1.2	365.30
700281272	1	AVAYA IR SUNFIRE 280R R1.2	\$13,516.24
700281983	1	AVAYA IR SFTW FOR HDWR BNDL R1.2	219.19
104164	1	BCS INSTL CUSTMR SOLUTION	1,753.44
700289218	1	SPWK OSR 1.1.4 NT MEDIA	730.61
180529	6	AVAYA IR PER PORT LAB DIS RCVRY LIC	1,187.50
104164	1	BCS INSTL CUSTMR SOLUTION	1,187.50
176641	1	ISO - AVAYA IMPLEMENTATION	3,175.00
SBC	1	TRACK & CLOSE	504.00
S&H	1	Shipping & Handling (Standard Shipping)	621.77
TOTAL			\$ 39,802.18

Maintenance Coverage (36 Month) 514.92 monthly

Price This Option			
108826884	1	CP TN464GP DS1 INTFC 24/32	\$5,295.00
		Installation TN464CP DS1 Interface	\$125.00
		Maintenance (monthly)	\$ 148.80

Note: The Customer is Responsible for Enhanced Warranty Charges upon Equipment Installation.
 THIS IS BUDGETARY & SUBJECT TO FINAL ENGINEERING
 PRICE IS SUBJECT TO CHANGE SHOULD CUSTOMER NEEDS CHANGE
 RECOGNIZER SOFTWARE SUPPORTS 0-9, YES/NO
 SPEECHWORKS SOFTWARE SUPPORTS SPOKEN PHRASES APPLICATIONS
 CUSTOMER WILL NEED TO PURCHASE ORACLE SOFTWARE IF REQUIRED FOR DATABASE APPLICATIONS
OPTIONAL T1 PRICE INCLUDED IF REQUIRED TO INTERFACE TO AVAYA DEFINITY SWITCH, SI OR R
 SPEECHWORKS SOFTWARE APPLICATION REQUIRES CUSTOMER PROVIDED SERVER
 STATE RESPONSIBLE FOR APPLICATION DEVELOPMENT
 PROVISIONING CHARGES WILL APPLY FOR INTEGRATION SERVICES
 INSTALLATION MAY OR MAY NOT BE REQUIRED
 STATE RESPONSIBLE FOR ANY AND ALL ASSOCIATED EXPEDITE CHARGES (CURRENTLY NOT INCLUDED)
 PO REQUIRED TO PLACE ORDER. RECOMMEND BUDGET OF \$3100 EXPEDITE CHARGES

TEXT TO SPEECH REQUIRES CUSTOMER PROVIDED SERVER

Methods And Procedures

For a new Avaya Interactive Response installation or migration, Avaya will perform the physical hardware and software installation, system testing and final acceptance of the customer's system. To assist the Avaya installation efforts, the customer is responsible for:

1. Site preparation, including network (if applicable) and PBX availability (if applicable), data facilities (if applicable), etc., and
2. Installing custom software and speech for customer-developed applications (if applicable).

For customers who choose a staged migration, Avaya Interactive Response is delivered as a factory-loaded system. This greatly minimizes procedures and downtime associated with installation and testing. Installation service is available during normal business hours, 8:00 A.M. to 5:00 P.M. local time, Monday through Friday (excluding Avaya holidays). Additional charges apply for requests for installation outside these hours and for additional services, such as network testing, host computer hook-ups, and wiring or cabling.

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

December 11, 2003

CHANGE NOTICE NO. 1
TO
JOINT CONTRACT NO. 071B3001358
between
THE STATE OF MICHIGAN
And

NAME & ADDRESS OF VENDOR SBC Global Services, Inc. 221 North Washington, Room 227 Lansing, MI 48933	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER/MAIL CODE [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>cm</i>
NAME & ADDRESS OF VENDOR Ann Ballinger Norlight Telecommunications Incorporated 13935 Bishop's Drive Brookfield, WI 53005	TELEPHONE Robert Weldon (517) 334-3614
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>cm</i>
NAME & ADDRESS OF VENDOR Huntington Williams, III Merit Network, Inc. 4251 Plymouth Road, Suite 2000 Ann Arbor, MI 48105	TELEPHONE Jennifer Wolf (734) 764-9430
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>cm</i>
NAME & ADDRESS OF VENDOR Stephanie Copeland Qwest Communications 1801 California Street, Room 34 Denver, CO 80202-1984	TELEPHONE Mike Edwards (866) 832-0002
	VENDOR NUMBER [REDACTED]
	BUYER (517) 335-0462 Christine Mitchell <i>cm</i>
Contract Administrator: Terrence O'Neil and Christine Mitchell LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: September 1, 2003 To: August 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE (S):

Effective immediately, the attached items and prices are hereby incorporated into this contract with no modifications in pricing, terms and conditions.

AUTHORITY/REASON:

Per vendor request (Bob Weldon) on 12/5/03 and agency agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$238,530,541.00