

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET March 16, 2011
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 10 (REVISED)
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: brenda.dufresne@verizonbusiness.com	TELEPHONE Brenda Dufresne (616) 523-1237 Office (616) 902-9651 Cell
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2011	
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 <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, Alcatel products and services (see attachment), provided through Change Notice #5 dated 9/5/2008 is hereby transferred to Verizon Business Network Services, Inc. through Contract No. 071B1300097.

This product set was not transferred from the initial Verizon LINK MI contract as part of the sale to Frontier and thus remains with Verizon Business along with the previously noted NICE Recording equipment maintenance.

**Please note the following changes:
 The Buyer has been changed to Christine Mitchell,**

AUTHORITY/REASON:
Per Agency and Vendor agreement.

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

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET October 26, 2010
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 10
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: brenda.dufresne@verizonbusiness.com	TELEPHONE Brenda Dufresne (616) 523-1237 Office (616) 902-9651 Cell
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2011	
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 <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, Maintenance on the NICE Call Recording Platform, provided through Change Notice #8 is hereby transferred to Verizon Business Network Services, Inc. through Contract No. 071B1300097.

AUTHORITY/REASON:

Per Agency and Vendor agreement.

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

July 1, 2010

CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15 th Floor New York, NY 10036 Email: brenda.dufresne@verizonbusiness.com	TELEPHONE Brenda Dufresne (616) 523-1237 Office (616) 902-9651 Cell
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2011	
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, this contract is hereby EXTENDED to October 31, 2011, per the attached letter from Verizon dated June 10, 2010.

All other pricing, terms, and conditions remain the same.

AUTHORITY/REASON:

Per Agency and Vendor agreement.

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



1 Towne Square
Southfield, MI 48076

June 10, 2010

Mr. Steve Motz
Buyer, IT Division
Purchasing Operations
Department of Technology Management & Budget
530 W. Allegan
Lansing, MI 48933

Dear Steve,

Please accept this letter as Verizon's request to exercise the contract option which will extend our contract through 10/31/2011 at the current contract pricing, terms and conditions.

Please feel free to contact me should you have any questions.

Sincerely,

Brenda DuFresne

Brenda DuFresne
Senior Account Manager

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 30, 2010

CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: brenda.dufresne@verizonbusiness.com	TELEPHONE Brenda Dufresne (616) 523-1237 Office (616) 902-9651 Cell
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2010	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby amended to include the attached pricing for maintenance on the Statewide NICE Call Recording platform.

Please Note: Buyer has been changed to Steve Motz and Vendor Contact has been changed to Brenda Dufresne.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency and vendor agreement.

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

December 17, 2009

TO: Jack Harris
Director, Telecommunications and Network Management
State of Michigan, Dept. of Information Technology

FROM: Robert Weldon
Sr. Account Executive

Subject: Verizon Contract #071B4200181

Jack,

Verizon Business requests the State of Michigan amend Contract # 071B4200181 to include the attached documents to provide NICE Maintenance service and support.

Verizon looks forward to serving the State now and in the future.

Robert Weldon



Quote Header: Quote Level Title/Description:

<u>Account Manager</u>	<u>Customer Name</u>	<u>Quote #</u>	<u>Revision</u>
CCS RDM	MICHIGAN, STATE OF	1-2Y54X6	1

(111) 111-1111

<u>Primary Transport Service</u>	<u>Quote Date</u>	<u>SE</u>
	12/16/2009	KRISTI STILLINGS

Equipment & Services by Site:

Site Level Title/Description: Maintenance Payment Option: Prepaid

Site ID: 1-2Y54XA

<u>Site Address:</u>	<u>Bill To:</u>	<u>Ship To:</u>
LANSING, MI, 48913 USA	608 W ALLEGAN ST HANNA BLDG - 1ST FLOOR LANSING, MI, 48913 USA	608 W ALLEGAN ST HANNA BLDG - 1ST FLOOR LANSING, MI, 48913 USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 6 CIVIL SERVICE - ADJ. SILVER - 10/1/09-3/31-10	1		\$6,075.00
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 12 UIA DETROIT - ADJ. SILVER - 10/1/09-9/30/10	1		\$32,703.00
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 12 UIA GRAND RAPIDS - ADJ. SILVER - 10/1/09-9/30/10	1		\$20,739.00
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 12 UIA SAGINAW - ADJ. SILVER - 10/1/09-9/30/10	1		\$20,739.00
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 12 ENTERPRISE NICE PERFORM R3 - ADJ. REMOTE ONLY - 8/24/09-9/30/10 (INC. 3 MO WARRANTY)	1		\$53,789.00
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 12 ORS 8.8/8.9 PLAYBACK - 10/1/09-9/30/10	1		\$7,941.00
VENDORMTC- NICE	NICE VENDOR MAINTENANCE NICE Maintenance Term (Months): 12	1		\$6,886.00



Site Level Title/Description:

Maintenance Payment Option: Prepaid

Site ID: 1-2Y54XA

Site Address:

Bill To:

Ship To:

608 W ALLEGAN ST
HANNA BLDG - 1ST FLOOR

608 W ALLEGAN ST
HANNA BLDG - 1ST FLOOR

LANSING, MI, 48913
USA

LANSING, MI, 48913
USA

LANSING, MI, 48913
USA

<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
TREASURY PLAYBACK - 10/1/09-9/30/10				
VENDORMTC- NICE	NICE VENDOR MAINTENANCE	1		\$3,239.00
Maintenance Term (Months): 6				
CIVIL SERVICE - ADJ. PLAYBACK - 4/1/10-9/30/10				

Site 1-2Y54XA Sub Totals

Equipment:	\$0.00
Labor:	\$0.00
Maintenance:	\$152,111.00
Other:	\$0.00
Trade In:	\$0.00
Site Total:	\$152,111.00
Shipping & Handling Total:	\$0.00
Site Total with Shipping & Handling:	\$152,111.00



Total Extended Sales Price

Equipment:	\$0.00
Labor:	\$0.00
Maintenance:	\$152,111.00
Other:	\$0.00
Trade In:	\$0.00
Grand Total:	\$152,111.00
Shipping & Handling Total:	\$0.00
Grand Total with Shipping & Handling:	\$152,111.00

**Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.*

**NICE MAINTENANCE STATEMENT OF WORK
FOR
STATE OF MICHIGAN ("SOM")**

Covered Products:

See Quote 1-2Y54X6 dated December 16, 2009 ("Quote") attached and incorporated herein by reference.

SERVICE LEVEL AGREEMENT

Scope of Services

NICE shall provide to Customer, directly or through its agents or subcontractors, at the Customer installation site ("Site"), the maintenance services ("Maintenance Services") and the additional services ("Additional Services") set forth on this SOW subject to the terms and conditions set forth in this Agreement and at the prices set forth in the Quote and Additional Services Price List ("Price List"). The Maintenance Services and the Additional Services are referred to herein collectively as the "Services."

Term

This Agreement is effective for an initial term defined in the Quote ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will be extended automatically for additional periods of twelve (12) months (each a "Renewal Term") unless, at least ninety (90) days prior to the conclusion of the Initial Term or the then current Renewal Term, either party furnishes the other with a written notice of termination, which notice shall be effective at the conclusion of the then-current term. The Initial Term and any Renewal Terms are referred to herein collectively as the "Term."

Table of Services

Silver	Priority 1	Priority 2	Priority 3	Priority 4	Parts Included
Phone Availability	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5	Yes
Support Coverage	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5	
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours	
On Site Response Times [i]	6 hours	24 hours	48 hours	48 hours	
Remote Only (all on site support is billable at NICE's then current hourly rates)					
Phone Availability	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5	Yes
Support Coverage	8 - 5*5	8 - 5*5	8 - 5*5	8 - 5*5	
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours	
On Site Response Times	Not Applicable				
Playback (non-production systems only)					
Phone Availability	Not Applicable		8 - 5*5	8 - 5*5	No
Support Coverage			8 - 5*5	8 - 5*5	
Call Back Response Time			24 hours	24 hours	
On Site Response Times [i]			48 hours	48 hours	

[i] On Site Response Times are in effect following the determination that on site support is required. Repair parts are shipped overnight, unless otherwise pre-arranged. The arrival of the technician and the shipped parts will be coordinated to coincide.

Priority Definitions

Priority 1 - Critical Failure – In a 100% recording environment, any failure of equipment, NICE software or communications to the Nice products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.

Priority 2 – High Problem – Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.

Priority 3 – Medium - Any problem affecting one or more workstations which does not result in a loss of recording or replay but nevertheless results in diminished Product response or performance, for example if an administrator loses the ability to add or delete users.

Priority 4 – Low - System Inquiry, Planned Intervention or Request for information

Standard Contact for Support – NICE Systems Help Desk **1-800-NICE-611** (1-800-642-3611)

Maintenance Services

1. Maintenance Services. The following services comprise the Maintenance Services, unless otherwise defined in the Table of Services, and shall be performed by NICE during the Maintenance Services Term in accordance with the defined Hours of Support and the Response times:

- 1.1 Analysis, diagnosis and repair or, at Vendor's discretion, replacement of faulty hardware components, which, if included in the applicable Table of Services, includes dispatch of required parts to repair faulty hardware components ("**Repair Parts**"). Notwithstanding anything to the contrary contained herein, except for any support program that includes Repair Parts at no additional cost, Customer shall be responsible for the cost of all Repair Parts at Vendor's then current rates for such Repair Parts. Unless otherwise agreed upon by Vendor and Customer, Repair Parts will be shipped overnight.
- 1.2 Routine Product tests as considered necessary by NICE.
- 1.3 Software problem diagnostics, which includes remote diagnosis and on going maintenance of software issues.
- 1.4 Help desk Maintenance Services in accordance with the defined Hours of Support.
- 1.5 Bug fixes via Service Packs or Hot Fixes as developed and released by NICE for use with the Products.
- 1.6 Provision of necessary written materials to allow operation of Service Packs or Hot Fixes, and the training of Customer's operators as may be required, at NICE's discretion, to ensure efficient operation of the Products with the Service Packs or Hot Fixes. All such software is licensed for use solely on the Products on which it was first installed and shall be governed by the licensing terms and conditions set forth in Master Agreement.

Where not included in the Table of Services, Customer may, at Customer's option, pay the fees for Additional Service for on Site support.

2. Responsibilities of Customer. NICE's provision of the Maintenance Services is contingent upon Customer's cooperation and performance of certain obligations. Accordingly, Customer shall, throughout the Maintenance Services Term, at no charge to NICE:

- 2.1 Maintain the Site(s) in accordance with the NICE user manuals (including the requirements of the site preparation guide) and the instructions of the support personnel;
- 2.2 Perform all system administration and supervision as detailed in the NICE user manuals;
- 2.3 Perform media replacement, cleaning and label printing according to the NICE user manuals;
- 2.4 Data Protection and Access
 - 2.4.1 Customer, at its own cost and expense, shall, consistent with good IT practice, backup or otherwise protect its data against loss, damage or destruction, and perform routine database maintenance;
 - 2.4.2 Customer shall, when NICE considers it necessary for the performance of the Maintenance Services hereunder, permit prompt remote access by NICE to the Products, consistent with Customer's reasonable security requirements and provide reasonable assistance and facilities as requested so as to expedite the performance of the Maintenance Services by NICE. Remote access will be accomplished through a secure LAN-to-LAN VPN tunnel, which can be created using NICE's VPN Concentrator and any compatible Customer device. Should Customer fail to provide the access specified in this Section 2.4.2 and, as a consequence, the completion of the relevant Maintenance Services requires the attendance on-site of support personnel, then NICE shall not be obligated to provide such Maintenance Services but may, in its discretion provide such services as Additional Services subject to and in accordance with the provisions of Section 3 below;
- 2.5 Provide the support personnel with reasonable access to the Site(s) as well as to the data relating to the operation of the Covered Products;
- 2.6 Provide the support personnel, whether on-site or remote, with any key or other means required for undoing any type of encryption in the Covered Products;
- 2.7 Operate the Covered Products in accordance with the instructions of the support personnel and the NICE user manuals, and not perform, directly or indirectly, maintenance, repair, modification or alteration of the Covered Products without the prior written approval of NICE;
- 2.8 At NICE's request, make available adequate storage facilities for spare parts, tools and other equipment that NICE wishes to store at the Site and provide the support personnel, within reasonable proximity to the Covered Products, with adequate working space and facilities;
- 2.9 Nominate dedicated personnel (minimum 2) with technical knowledge to be trained in supporting the Covered Products and to perform Customer's responsibilities under this SOW;
- 2.10 Microsoft Service Packs

It is Customer's responsibility to ensure the security of the Covered Products at the Sites and to install new Microsoft Service Packs as certified by NICE from time to time.
Alternatively, Customer can engage NICE to install and update the Covered Products with the latest Microsoft Service Packs. Such services shall be an Additional Service and charged accordingly.
Applicable Microsoft Service Packs will be certified by NICE within a period of one (1) month following the Microsoft official release. At NICE's discretion, a Microsoft Service Pack which includes critical patches may be certified by NICE within two (2) weeks following the Microsoft official release.
The installation of Microsoft Service Packs prior to NICE's certification is not recommended. NICE shall have no responsibility for the implementation of Microsoft Service Packs prior to their certification by NICE.
IMPORTANT - Customer is required to refer to the Microsoft website prior to installation of any Microsoft Service Pack in order to obtain full details on the relevant Microsoft Service Pack, its dependencies and relevancy for the specific Covered Product configuration on Site.
For the latest Microsoft Service Pack updates go to:
<https://www.microsoft.com/security/bulletins/default.msp>

3. Additional Services. During the Maintenance Services Term, in addition to the Maintenance Services, NICE may, but shall not be obligated to, provide to Customer the following Additional Services:

- 3.1 Maintenance Services performed at Customer's request on Site or outside of the hours specified in the Table of Services;
- 3.2 Repair of any damage to the Covered Products or any part thereof resulting from causes (not attributable to NICE) external to the Products, including, without limitation: (a) Customer's neglect, mishandling, misuse or unauthorized repair of the Products or any part thereof; (b) Customer's failure to maintain the Site(s) in accordance with the NICE manuals in particular in relation to installation site specifications; (c) Customer's use of the Covered Products for purposes other than those for which they were designed; (d) Customer's use of materials or supplies in connection with the Covered Products that do not meet NICE's specifications and the NICE manuals; (e) installation or use of Customer's or a third party's software or firmware programming; or (f) damage resulting

from accident (not attributable to NICE), transportation, improper cooling or humidity control, failure of telephone equipment or communication lines, failure or fluctuation of electrical power, or failure of interconnected equipment;

- 3.3 Modifications, alterations, specification changes, engineering changes, enhancements, and other forms of extra work, including adding or removing accessories, wiring or devices;
- 3.4 Other maintenance requests that are not included in the Maintenance Services or that NICE does not exclude pursuant to Section 4;
- 3.5 All services related to Upgrades (e.g., installation, project management, customization, training);
- 3.6 Upon request by Customer, the dismantling, removal and reinstallation (a "Move") of the Covered Products. NICE shall advise Customer if such location is within the same NICE service area as the Site. If such location is not within the same NICE service area as the Site, Customer shall have the option to receive Maintenance Services from another NICE service center or to pay the additional travel costs of receiving the Maintenance Services from the same NICE service center. If, upon relocation and inspection, the support personnel determine that the Covered Products are not in good operating condition as a result of causes beyond NICE's control, NICE shall endeavour to restore such Covered Products to good operating condition as an Additional Service. Notwithstanding anything to the contrary contained in this Section 3.6, any request by Customer for Additional Services related to a Move must be in writing and be provided to NICE no less than sixty (60) days prior to the date of the proposed Move.

In the event that Customer desires to have NICE perform any Additional Services for Customer, Customer shall issue Purchase Orders to NICE for such Additional Services.

4. Exclusions from Services.

4.1 NICE may, at any time, exclude from this SOW any Covered Product which: (a) has been modified, repaired or serviced by anyone other than support personnel; (b) has been subjected to unusual physical or electrical stress, whether such stress results from accident, neglect, misuse, failure of electrical power, air conditioning, humidity control, transportation, or any other cause other than ordinary use; or (c) has been relocated from its place of installation other than in accordance with Section 3.6.

4.2 NICE shall not be obligated to provide Maintenance Services in respect of any of the following:

4.2.1 Support of Sunset Products;

4.2.1.1 Notwithstanding the foregoing, in the event that NICE extends Maintenance Service beyond the published end of support date for any Product, Customer understands and acknowledges:

(a) Repair Parts for Sunset Products may be limited and, in certain, cases no longer available;

(b) NICE Software bug fixes, service packs, and hot fixes ("NICE Software Updates"), with respect to Sunset Products is limited to NICE Software Updates that are released by NICE for general availability, if and when available, in accordance with the Sunset Policy;

(c) In the event that Customer makes any changes to its environment in which the Sunset Products are installed, and such change negatively affects the performance of the Products, or NICE's ability to perform Services in respect of the Sunset Products, NICE may, at its discretion, cease the performance of such Services until such negative condition is removed by Customer.

4.2.2 Electrical work external to the Products;

4.2.3 Repairs that are impractical for NICE to perform due to the connection of the Covered Products or any part thereof by mechanical or electrical means to another machine or device or the physical inaccessibility of the Covered Products or any part thereof;

4.2.4 Maintenance of any alterations, attachments or other devices not furnished by NICE;

4.2.5 Network support for other devices connected on the same network as the Covered Products, if such equipment hasn't been supplied by NICE; and

4.2.6 Maintenance when Customer or any third party copies or modifies the Covered Products or merges the Covered Products with other equipment or takes any action inconsistent with the intellectual property rights of NICE or its licensors in connection with the NICE Software or any Third Party Software.

5. Fees for Services.

5.1 The annual Fees for the Maintenance Services shall be determined by the Quote. Verizon may, on or prior to the first day of any Extended Maintenance Services Term, furnish the State of Michigan with an updated list of prices and rates for the Maintenance Services, and such updated list of prices and rates shall be effective as of the first day of such Renewal Term.

5.2 Additional Services shall be provided at the rates set forth in the Services Price List, which will be provided to the State of Michigan upon request and is subject to change. Travel expenses (including, without limitation, mileage, tolls, parking and other out-of-pocket costs) with respect to Additional Services will be charged as incurred. The fees for Additional Services shall be paid by the State of Michigan.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

Verizon Corporate Services Group Inc.

State of Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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

October 27, 2009

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2010	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED to October 31, 2010. See attached Rate Reductions for PRI Access Systems. The new rates will be effective on the first day of the second full billing cycle following this change request.

All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB and vendor letters dated 9/15/2009 and 10/26/2009.

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

Element Name:	Current Rate	New Rate
PRI Access System - Flat Rate, 1 to 10 PRIs	\$ 720.00	\$ 690.00
PRI Access System - Measured Rate, 1 to 10 PRIs	\$ 450.00	\$ 430.00
PRI Access System - w/o DS1 Facility - Flat Rate, 1 to 10 PRIs	\$ 585.00	\$ 560.00
PRI Access System - w/o DS1 Facility - Measured Rate, 1 to 10 PRIs	\$ 335.00	\$ 305.00
PRI Access System - Flat Rate, 11 to 20 PRIs	\$ 685.00	\$ 650.00
PRI Access System - Measured Rate, 11 to 20 PRIs	\$ 425.00	\$ 410.00
PRI Access System - w/o DS1 Facility - Flat Rate, 11 to 20 PRIs	\$ 570.00	\$ 540.00
PRI Access System - w/o DS1 Facility - Measured Rate, 11 to 20 PRIs	\$ 310.00	\$ 295.00
PRI Access System - Flat Rate, 21+ PRIs	\$ 650.00	\$ 620.00
PRI Access System - Measured Rate, 21+ PRIs	\$ 405.00	\$ 390.00
PRI Access System - w/o DS1 Facility - Flat Rate, 21+ PRIs	\$ 540.00	\$ 510.00
PRI Access System - w/o DS1 Facility - Measured Rate, 21+ PRIs	\$ 290.00	\$ 275.00

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

May 5, 2009

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: robert.weldon@verizonbusiness.com	TELEPHONE Robert Weldon (248) 728-5416 Office (248) 520-5027 Cell
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 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 agreement.

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

September 5, 2008

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Bill Graham (231) 727-1601
Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: bill.graham@verizon.com		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide		
CONTRACT PERIOD: From: March 10, 2004 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.

AUTHORITY/REASON:

Per agency and vendor agreement.

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

Description	Part Number	Customer 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	Customer 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 in radio 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	Customer 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

Power Amplifier +33	3DH03218AG	\$7,104.80
MDR-8000 Radio Equipment		
MDR-8711-4-15-NS, 4xDS1 +15 dBm, Non Standby	MDR-8711-4-15-NS	\$10,213.15
MDR-8711-4-23-NS, 4xDS1 +28 dBm, Non Standby	MDR-8711-4-23-NS	\$12,133.80
MDR-8711-4-30-NS, 4xDS1 +30 dBm, Non Standby	MDR-8711-4-30-NS	\$13,516.24
MDR-8711-4-32-NS, 4xDS1 +32 dBm, Non Standby	MDR-8711-4-32-NS	\$14,864.44
MDR-8711-8-15-NS, 8xDS1 +15 dBm, Non Standby	MDR-8711-8-15-NS	\$12,168.04
MDR-8711-8-28-NS, 8xDS1 +28 dBm, Non Standby	MDR-8711-8-28-NS	\$14,088.69
MDR-8711-8-30-NS, 8xDS1 +30 dBm, Non Standby	MDR-8711-8-30-NS	\$15,471.13
MDR-8711-8-32-NS, 8xDS1 +32 dBm, Non Standby	MDR-8711-8-32-NS	\$16,819.33
MDR-8711-16-15-NS, 16xDS1 +15 dBm, Non Standby	MDR-8711-16-15-NS	\$13,435.99
MDR-8711-16-28-NS, 16xDS1 +28 dBm, Non Standby	MDR-8711-16-28-NS	\$15,204.70
MDR-8711-16-30-NS, 16xDS1 +30 dBm, Non Standby	MDR-8711-16-30-NS	\$16,476.93
MDR-8711-16-32-NS, 16xDS1 +32 dBm, Non Standby	MDR-8711-16-32-NS	\$17,718.13
MDR-8711-4-15-HS, 4xDS1 +15 dBm, Hot Standby	MDR-8711-4-15-HS	\$18,504.58
MDR-8711-4-28-HS, 4xDS1 +28 dBm, Hot Standby	MDR-8711-4-28-HS	\$27,537.52
Description	Part Number	Customer Price
MDR-8711-4-30-HS, 4xDS1 +30 dBm, Hot Standby	MDR-8711-4-30-HS	\$24,841.12
MDR-8711-4-32-HS, 4xDS1 +32 dBm, Hot Standby	MDR-8711-4-32-HS	\$27,537.52
MDR-8711-8-15-HS, 8xDS1 +15 dBm, Hot Standby	MDR-8711-8-15-HS	\$22,414.36
MDR-8711-8-28-HS, 8xDS1 +28 dBm, Hot Standby	MDR-8711-8-28-HS	\$26,256.73
MDR-8711-8-30-HS, 8xDS1 +30 dBm, Hot Standby	MDR-8711-8-30-HS	\$28,750.90
MDR-8711-8-32-HS, 8xDS1 +32 dBm, Hot Standby	MDR-8711-8-32-HS	\$31,447.30
MDR-8711-16-15-HS, 16xDS1 +15 dBm, Hot Standby	MDR-8711-16-15-HS	\$25,103.27
MDR-8711-16-28-HS, 16xDS1 +28 dBm, Hot Standby	MDR-8711-16-28-HS,	\$28,640.69
MDR-8711-16-30-HS, 16xDS1 +30 dBm, Hot Standby	MDR-8711-16-30-HS	\$30,936.91
MDR-8711-16-32-HS, 16xDS1 +32 dBm, Hot Standby	MDR-8711-16-32-HS	\$33,419.31
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
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	Not in system	
Waveguide Kit, Position A2	967-1665-002	\$222.56
MDR 8000 Radio Spare		
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 11 Ghz, (Frequency Sensitive)	TBA	\$66.34

Oscillator Board 11 Ghz, (Frequency Sensitive)	TBA	\$133.75
Transmitter (10000-10700 MHz)	3DH03228AG	\$2,664.30
Receiver (10000-10700 MHz)	3DH03231AN	\$2,886.86
Power Amplifier +23 dBm (10550-10700 MHz)	3DH04136AD	\$2,531.62
Power Amplifier +27 dBm (10550-10700 MHz)	3DH04136AA	\$3,996.45
Power Amplifier +29 dBm (10000-10700 MHz)	3DH04136AK	\$5,772.65
Return Repair		
Return Repair for 270-0038-040	270-0038-40	\$631.30
Return Repair for 3DH03132AL	3DH03132AL	\$1,123.50
Return Repair for 3DH03132AL	3DH03132AL	\$1,123.50
Return Repair for 3DH03132AQ	3DH03132AQ	\$1,123.50
Return Repair for 3DH03137AH	3DH03137AH	\$1,029.88
Return Repair for 3DH03137AH	3DH03137AH	\$1,029.88
Return Repair for 3DH03155AA	3DH03155AA	\$561.75
Return Repair for 3DH03239AL	3DH03239AL	\$1,123.50
Return Repair for 3DH04123AA	3DH04123AA	\$160.50
Return Repair for 3DH04123AA	3DH04123AA	\$160.50
Return Repair for 3DH04123AA	3DH04123AA	\$160.50
Return Repair for 3DH04123AG	3DH04123AG	\$160.50
Return Repair for 3DH04123AA	3DH04123AA	\$160.50
Return Repair for 3DH04123AH	3DH04123AH	\$160.50
Return Repair for 3DH04123AA	3DH04123AA	\$160.50
Return Repair for 3DH04123AG	3DH04123AG	\$160.50
Return Repair for 3DH04123AH	3DH04123AH	\$160.50
Description	Part Number	Customer Price
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 644-0095-001	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 644-0205-001	644-0205-001	\$299.60
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	\$304.95
Return Repair for 822-0350-001	822-0350-001	\$411.95
Return Repair for 822-0356-003	822-0356-003	\$543.56
Return Repair for 270-0038-040	270-0038-040	\$631.30
Return Repair for 3DH03132AL	3DH03132AL	\$1,123.50
Return Repair for 3DH03132AQ	3DH03132AQ	\$1,123.50
Return Repair for 3DH03137AH	3DH03137AH	\$1,029.88
Return Repair for 3DH03155AA	3DH03155AA	\$561.75
Return Repair for 3DH03239AL	3DH03239AL	\$1,123.50
Return Repair for 3DH04123AA	3DH04123AA	\$160.50
Return Repair for 3DH04123AG	3DH04123AG	\$160.50

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 24, 2007

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036 Email: bill.graham@verizon.com	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2009	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	

NATURE OF CHANGE (S):

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:

- 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: \$9,240.00

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

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

**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. 3
 TO
 CONTRACT NO. 071B4200181
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Doug Collier
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 To: October 31, 2009	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	

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
- MCI metro 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 CONDITONS OF THE AGREEMENT SHALL REMAIN UNCHANGED.

AUTHORITY/REASON:

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

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 21, 2005

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B4200181
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Verizon North Inc. 1095 Avenue of the Americas, 15th Floor New York, NY 10036	TELEPHONE Bill Graham (231) 727-1601
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Jack Harris LINK MI – DIT Telecom/Statewide	
CONTRACT PERIOD: From: March 10, 2004 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.

AUTHORITY/REASON:

Per agency request (Dawn Collins) on 11/8/05.

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