



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **071B7700004**

CONTRACTOR	AT & T SERVICES INC
	221 N. Washington Square
	Lansing, MI 48933
	Deborah Guenther
	517-488-8301
	dg1595@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-525-9338	
		AdrianA1@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY							
LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2023				
PAYMENT TERMS		DELIVERY TIMEFRAME					
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING				
<input checked="" type="checkbox"/> P-Card	<input checked="" type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
MINIMUM DELIVERY REQUIREMENTS							
DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE			
<input checked="" type="checkbox"/>	36 - Months	<input type="checkbox"/>		October 31, 2026			
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE					
\$34,300,000.00	\$5,187,000.00	\$39,487,000.00					
DESCRIPTION							
Effective 10/10/2023, the 3 remaining available option years on this Contract are hereby exercised, making the revised contract expiration date 10/31/2026.							
Additionally, \$5,187,000.00 in funding is added to cover service through the new expiration date of 10/31/2026.							
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 10/10/2023.							



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 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **7**

to

Contract Number **071B7700004**

CONTRACTOR	AT & T SERVICES INC
	221 N. Washington Square
	Lansing, MI 48933
	Deborah Guenther
	517-488-8301
	dg1595@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-525-9338	
	Contract Administrator	AdrianA1@michigan.gov	
		Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY			
LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	October 31, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$34,300,000.00	\$0.00	\$34,300,000.00	
DESCRIPTION			
<p>Effective 6/24/2022, the State is exercising the second option year. The revised contract expiration date is 10/31/2023. No additional funding is needed at this time; existing funds are adequate to support this change. The pricing for this option year is outlined in attachment A.</p> <p>Please note the Contract Administrator has been changed to Lauren Stempek.</p> <p>All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.</p>			



Attachment A
AT&T Network Integration
Change Order

Agreement No. 149943UA
AT&T Network Integration Tracking ID: GBS232913-1
Document Version # 2022-6-3v1

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other Affiliate if signing Affiliate other than AT&T Corp)	AT&T Branch Sales Contact Name
STATE OF MICHIGAN Department of Technology, Management, and Budget	AT&T	Name: Deb Guenther
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 525 W. Allegan St. City: Lansing State / Province: MI Country: USA Domestic / Intl / Zip Code: 48913	Street Address: One AT&T Way City: Bedminster State / Province: NJ Country: U.S. Domestic / Intl / Zip Code: 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 155 Henrietta St. City: Birmingham State / Province: Michigan Country: USA Domestic / Intl / Zip Code: 48009 Email: dg1595@att.com Sales/Branch Mgr: Dominic Savone SCVP Name: Mary Ann Argy
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Ashely Adrian Title: CTO Portfolio Specialist Telephone: 517-284-7454 Fax: Email: AdrianA1@Michigan.gov	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Michael Reckley Address: 11760 US Hwy 1 City: North Palm Beach State / Province: FL Country: USA Domestic / Intl / Zip Code: 33408 Email:
CUSTOMER Billing Address		
Street Address: 525 W. Allegan St. City: Lansing State / Province: MI Country: USA Domestic / Intl / Zip Code: 48913		

This AT&T Network Integration Services Change Order ("Change Order") is an attachment to the AT&T Network Sourcing Pricing Schedule for Unified Communications and the AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle Services effective 11/1/2016 between AT&T and The STATE OF MICHIGAN Department of Technology, Management, and Budget

To the extent any terms set forth in this Change Order conflict with those of the document indicated in the preceding paragraph, or those of the Statement of Work, the order of priority shall be with respect to the AT&T Network Integration Services provided hereunder: (1) this Change Order; (2) the Statement of Work; (3) the applicable document indicated in the previous paragraph.

AT&T reserves the right to withdraw this Change Order or modify the prices and any other terms and conditions, including, but not limited to, any section of this Change Order (i) if the Change Order is not signed by Customer and AT&T by August 1st, 2022, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.

AT&T and Customer Confidential Information

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149943: UA

CT-Owner: [mr5231] [06/3/22]



Attachment A
AT&T Network Integration
Change Order

Customer acknowledges that emergency calling (e.g., E911 or its equivalent outside the United States) may not be available with the Solution. If Customer has not provisioned PSTN access, emergency calling will not be available. If Customer provisions PSTN access, emergency calling may be limited if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States, Puerto Rico, U.S. Virgin Islands, Guam, CNMI or American Samoa.

AGREED:
CUSTOMER: Charter of Wayne County

AGREED:
AT&T

By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

AT&T and Customer Confidential Information

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149943: UA

CT-Owner: [mr5231] [06/3/22]



Attachment A
AT&T Network Integration
Change Order

AT&T CHANGE ORDER

Change Request Number: GBS232913-1 to AT&T Network Integration Services Pricing Schedule effective 11-1-2016.

AT&T Requestor: Michael Reckley

NI Tracking #: GBS189790-10

Title: Sales Executive Lead 1 IS

Date of Request: 6-3-2022

Nature of the Change: To replace the AT&T Network Sourcing Pricing Schedule for Unified Communications and the AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle Services effective 11/1/2016 between AT&T and The STATE OF MICHIGAN Department of Technology, Management, and Budget with the following Webex Calling with AT&T – Enterprise & Webex Calling with AT&T.

1. Webex Calling with AT&T – Enterprise

Service / Solution	Service Publication Location
Cisco Webex Calling with AT&T - Enterprise	http://serviceguidenew.att.com/sq_flashPlayerPage/CallingEnterprise

Vendor Software and Third-Party Services	Terms applicable Vendor Software and Third-Party Service
Cisco Webex	https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

Webex Calling with AT&T - Enterprise - Flex 3.0		
PBI	PBI/IMS Description	Monthly Recurring Charge
	<i>Flex Enterprise Agreement model:</i>	
191752	Webex Calling Enterprise Cloud Calling (Enterprise Agreement)	\$14.95
	<i>Flex Named User:</i>	
191759	Webex Calling Enterprise Cloud Calling - Professional	\$16.75
191760	Webex Calling Enterprise Cloud Calling - Enhanced	\$14.75
191761	Webex Calling Enterprise Cloud Calling - Access	\$7.70
181821	UCM Cloud Calling Device Registration Addon	\$27.55
191764	Webex Calling Enterprise Cloud Calling Add-on - Common Area	\$8.60
191764	Webex Calling Enterprise Cloud Calling Add-on - Common Area	\$8.60
191770	Webex Calling Enterprise Cloud Add-on - Unity Connection	\$3.40
191770	Webex Calling Enterprise Cloud Add-on - Unity Connection	\$3.40
179108	NU Session Manager Add-on - WCE Cloud	\$1.45
196744	Extended Security Pack NU add-on	\$6.15
196745	Extended Security Pack EA add-on	\$3.05
172982	Expressway Rich Media Session	\$21.80
179107	Expressway Rich Media Session - Smart Licensing	\$21.80
196303	Speechview Standard	\$1.20
186544	Dubber Call Recording	\$14.95
191784	Call Recording Sentiment Analysis	\$29.95
191785	Call Recording API	\$10.00
175862	Monthly Deployment Fee (Service Delivery/GPM) available upon request	
	AT&T Field Services Onsite Installation available upon request	

AT&T and Customer Confidential Information

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149943: UA

CT-Owner: [mr5231] [06/3/22]



Attachment A
AT&T Network Integration
Change Order

2. WebEx Calling with AT&T

Service / Solution	Service Publication Location
Cisco Webex Calling with AT&T	http://serviceguidenew.att.com/sg_flashPlayerPage/wxc

Vendor Software and Third-Party Services	Terms applicable Vendor Software and Third-Party Service
Cisco Webex	https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html

Webex Calling Subscriptions	
Service Component	Monthly Recurring Charge
Webex Calling with AT&T Cloud Connected PSTN Enterprise Agreement Knowledge Workers 12 months ¹	\$17.90
Webex Suite Cloud Connected PSTN Enterprise Agreement Knowledge Workers 12 months ¹	\$16.00
Webex Calling with AT&T Cloud Connected PSTN Enterprise Agreement Common Area Add-On 12 months ¹	\$12.65
Webex Calling with AT&T Cloud Connected PSTN Named User Professional 12 months ¹	\$15.85
Webex Suite Cloud Connected PSTN Named User 12 months ¹	\$20.50
Webex Calling with AT&T Cloud Connected PSTN Named User Enhanced 12 months ¹	\$11.80
Add-ons	
Service Component	Monthly Recurring Charge
Emergency Calling Registered Location Service (1-1,000 Webex Calling Subscriptions)	\$1.00
Emergency Calling Registered Location Service (1,001-10,000 Webex Calling Subscriptions)	\$0.93
Emergency Calling Registered Location Service (10,000+ Webex Calling Subscriptions)	\$0.87
Emergency On-Site Notification Service (less than 999 Users)	\$145.00
Emergency On-Site Notification Service (1,000+ Users)	\$105.00
Additional PSTN Telephone Numbers (above Webex Calling Cloud Connected PSTN subscription quantity and entitlements) ⁶	\$1.00
Additional Toll Free Numbers (above quantity 1) ⁶	\$5.00
Call Recording Storage	\$14.95
Call Recording Sentiment Analysis	\$29.95
Call Recording API ²	\$10.00
Imagicle Add-ons	
Service Component	Annual Charge
Imagicle Digital Fax Basic (requires minimum of quantity 4)	\$714.00
Imagicle Digital Fax Gold (requires minimum of quantity 4)	\$822.00
Imagicle Digital Fax Platinum (requires minimum of quantity 4)	\$894.00
Imagicle Cloud Suite for Webex Calling Basic (required to purchase any Imagicle add-ons)	\$17,280.00
Imagicle Cloud Suite for Webex Calling Gold (required to purchase any Imagicle add-ons)	\$21,600.00
Imagicle Cloud Suite for Webex Calling Platinum (required to purchase any Imagicle add-ons)	\$32,400.00
Professional Services	
Service Component	Monthly Recurring Charge
Advanced Concierge - Ongoing Support	\$0.25
Service Component	Monthly Recurring Charge
Advanced Concierge - Initial Setup (per Advanced Feature/Local Gateway Configuration) ⁴	\$125.00

AT&T and Customer Confidential Information

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149943: UA

CT-Owner: [mr5231] [06/3/22]



Attachment A
AT&T Network Integration
Change Order

<p>¹Cloud Connected PSTN is only available in United States excluding Alaska, Puerto Rico, US Virgin Islands, Guam, CMNI and American Samoa. Cloud Connected PSTN includes:</p> <ul style="list-style-type: none">- Unlimited US Local and Long-Distance Calling- 1 Toll-Free Number per Customer- 1,000 Toll-Free Minutes per month per Customer- 100 International Off-Net Outbound Minutes per month per Customer- 1 PSTN enabled Telephone Number per Webex Calling subscription (for Enterprise Agreement, you get 1 PSTN enabled Telephone Number per growth and common area entitlement)		
<p>²Requires the purchase of Call Recording Sentiment Analysis</p>		
<p>⁴This limited time offer is exclusively through AT&T and only with the minimum purchase of 10 Webex Calling subscriptions on a 36 month or greater contract term before December 31, 2022. While Supplies Last. Offer is subject to change or cancellation at any time. Eligible IP Phones include Cisco IP Phone 8865, Cisco IP Phone 8851, Cisco UC Phone 7841, Cisco IP Phone 6871, Cisco IP Phone 6851. Eligible headsets include Headset 521, Headset 522, Headset 531, Headset 532, 561 Wireless Single Headset, 562 Wireless Dual Headset, 730 Wireless Dual On-ear Headset. Offer valid in the United States only. The promo cannot be combined with any other promotion. Shipping is limited to up to 5 US locations.</p>		
<p>⁶Additional Advanced Feature configurations may be needed as design requirements are discovered. Advanced Features may include Local Gateway Routers, Auto Attendants, Call Queues, Hunt Groups, Paging Groups, Call Park, Call Pickup, Group Paging, Receptionist Client, Scheduling, Office Anywhere, Music on Hold, Outbound Calling Plans, etc.</p>		



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 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
 to
 Contract Number **071B7700004**

CONTRACTOR	AT & T SERVICES INC	STATE	Program Manager	Ashley Adrian	DTMB
	221 N. Washington Square			517-525-9338	
	Lansing, MI 48933		Contract Administrator	AdrianA1@michigan.gov	
	Deborah Guenther			KeriAnn Trumble	DTMB
	517-488-8301			(989) 259-2625	
	dg1595@att.com			trumblek1@michigan.gov	
	CV0062699				

CONTRACT SUMMARY				
LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2022	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$34,300,000.00	\$0.00	\$34,300,000.00		
DESCRIPTION				
Effective 12/7/2021, AT&T's Account Manager is changed to Deborah Guenther and the State's Contract Administrator is changed to KeriAnn Trumble. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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CONTRACT CHANGE NOTICE

Change Notice Number **5**

to

Contract Number **071B7700004**

CONTRACTOR	AT & T SERVICES INC
	One AT & T Way
	Bedminster, NJ 07921-2694
	Bob O'Brien
	248-701-8635
	ro6361@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-525-9338	
		AdrianA1@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	12 months	<input type="checkbox"/>		October 31, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$34,300,000.00	\$0.00	\$34,300,000.00		
DESCRIPTION				
Effective with mutual signature the contract end date is amended to reflect the cost tables of CN 3 (executed 102019) to 10/31/2022. All other terms and conditions remain the same.				



STATE OF MICHIGAN CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

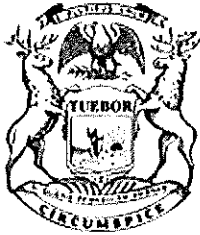
to

Contract Number **071B7700004**

CONTRACTOR	AT & T SERVICES INC
	One AT & T Way
	Bedminster, NJ 07921-2694
	Bob O'Brien
	248-701-8635
	ro6361@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-525-9338	
		AdrianA1@michigan.gov	
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY				
LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$34,300,000.00	\$0.00	\$34,300,000.00		
DESCRIPTION				
Effective immediately the contact person for AT&T is now Bob O'Brien. All other terms and conditions remain the same.				



**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number 071B7700004

CONTRACTOR	AT & T SERVICES INC	STATE	Program Manager	Ashley Adrian	DTMB
	One AT & T Way			517-284-7454	
	Bedminster, NJ 07921-2694		Contract Administrator	AdrianA@Michigan.gov	
	Robert O'Brien			Mike Breen	DTMB
	517-334-3614			(517) 249-0428	
	ro6361@att.com			breenm@michigan.gov	
	CV0062699				

CONTRACT SUMMARY

LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2021

PAYMENT TERMS

DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS

EXTENDED PURCHASING

☒ P-Card

☒ PRC

☐ Other

☒ Yes

☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$34,300,000.00	\$0.00	\$34,300,000.00		

DESCRIPTION

Effective with mutual signature the attached documents will amend the contract including a new pricing schedule for ILEC Centrex, ILEC Intrastate Services (DS1 with PRI and APL-DSO) Business Network Services (ABN) and IP Flexible Reach Services. All other terms and conditions remain the same.


Amended and Restated AT&T Business Network Service Pricing Schedule

Customer	AT&T
State of Michigan Street Address 611 West Ottawa City Lansing State / Province MI Zip Code 48909 Country	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name Title Street Address 611 West Ottawa City Lansing State / Province MI Zip Code: 48909 Country Telephone Fax Email	Name Chuck Bonner Street Address 23500 NORTHWESTERN HWY BLDG W City SOUTHFIELD State / Province MI Zip Code 48075 Country Telephone Fax Email cb3168@att.com Sales/Branch Manager Robert O'Brien SCVP Name: Sales Strata: Sales Region: <u>With a copy to(for Notices) to</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

This Amended and Restated Pricing Schedule amends and restates Pricing Schedule No. 74367 countersigned on November 17, 2016, and is part of the Agreement between AT&T and Customer referenced above. References herein to the Effective Date of the Pricing Schedule refer to the original Effective Date. The Effective Date of this Amendment is the date on which the last party signs this Amended and Restated Pricing Schedule.

State of Michigan WK-TBD-1971691v1	For AT&T Administrative Use Only Master Agreement No. 149943UA Pricing Schedule No. 74367 Original Effective Date November 17, 2016 Effective Date of Amendment
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Amended and Restated Pricing Schedule for AT&T Business Network Service

1. SERVICES

Service	Service Publication Location
AT&T Business Network (ABN) Service • Voice/Access, including LD, Local and Intrastate	http://serviceguidenew.att.com/sq_flashPlayerPage/ABN

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

2.1 Term/Effective Dates

Pricing Schedule Term	Term Start Date
6 years	Unchanged from existing Term Start Date
Effective Date of the Amended Rates and Discounts	First day of first full billing cycle following implementation of the Amended Pricing Schedule in AT&T's billing system

3. MARC

MARC under this Pricing Schedule	None
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4. MARC-ELIGIBLE CHARGES

ABN Service including eligible Voice, Access, Local and Intrastate Services purchased under the ABN Service offer.

Amended and Restated Pricing Schedule for AT&T Business Network Service

5. DISCOUNTS

ABN Service Voice Services Component/Capability	Discount%
Interstate Long Distance- Outbound	
Switched	72%
Loyalty	67%
Dedicated - Mobile Termination	52%
Calling Card	65%
Interstate Long Distance- Inbound	
Switched	72%
Loyalty	67%
Dedicated	52%
International	34%
Other Qualifying Service Category	33%
* - Discounts are calculated as described in the Business Service Guide, and all discounts will be applied against Customer's billed Interstate Usage	

ABN Service Bandwidth Service/Access Channels Service Component/Capability	Discount%
T1 IOC Primary Rate Interface Office Functions	52%
T1 Access Channels	45%

Monthly Growth Incentive – Not applicable under this Pricing Schedule

Additional Discounts for Outbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Alabama	34%	30%	19%	34%	30%	19%
Alaska	34%	30%	19%	34%	30%	19%
Arizona	34%	30%	19%	34%	30%	19%
Arkansas	34%	30%	19%	34%	30%	19%
California	34%	30%	19%	34%	30%	19%
Colorado	34%	30%	19%	34%	30%	19%
Connecticut	34%	30%	19%	34%	30%	19%
Delaware	34%	30%	19%	34%	30%	19%
Florida	34%	30%	19%	34%	30%	19%
Georgia	34%	30%	19%	34%	30%	19%
Hawaii	34%	30%	19%	34%	30%	19%
Idaho	34%	30%	19%	34%	30%	19%
Illinois	34%	30%	19%	34%	30%	19%
Indiana	34%	30%	19%	34%	30%	19%
Iowa	34%	30%	19%	34%	30%	19%
Kansas	34%	30%	19%	34%	30%	19%
Kentucky	34%	30%	19%	34%	30%	19%
Louisiana	34%	30%	19%	34%	30%	19%
Maine	34%	30%	19%	34%	30%	19%
Maryland	34%	30%	19%	34%	30%	19%

Amended and Restated Pricing Schedule for AT&T Business Network Service

Additional Discounts for Outbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Massachusetts	34%	30%	19%	34%	30%	19%
Michigan	34%	30%	19%	34%	30%	19%
Minnesota	34%	30%	19%	34%	30%	19%
Mississippi	34%	30%	19%	34%	30%	19%
Montana	34%	30%	19%	34%	30%	19%
Nebraska	34%	30%	19%	34%	30%	19%
Nevada	34%	30%	19%	34%	30%	19%
New Hampshire	34%	30%	19%	34%	30%	19%
New Jersey	34%	30%	19%	34%	30%	19%
New Mexico	34%	30%	19%	34%	30%	19%
New York	34%	30%	19%	34%	30%	19%
North Carolina	34%	30%	19%	34%	30%	19%
North Dakota	34%	30%	19%	34%	30%	19%
Ohio	34%	30%	19%	34%	30%	19%
Oklahoma	34%	30%	19%	34%	30%	19%
Oregon	34%	30%	19%	34%	30%	19%
Pennsylvania	34%	30%	19%	34%	30%	19%
Rhode Island	34%	30%	19%	34%	30%	19%
South Carolina	34%	30%	19%	34%	30%	19%
South Dakota	34%	30%	19%	34%	30%	19%
Tennessee	34%	30%	19%	34%	30%	19%
Texas	34%	30%	19%	34%	30%	19%
Utah	34%	30%	19%	34%	30%	19%
Vermont	34%	30%	19%	34%	30%	19%
Virginia	34%	30%	19%	34%	30%	19%
Washington	34%	30%	19%	34%	30%	19%
West Virginia	34%	30%	19%	34%	30%	19%
Wisconsin	34%	30%	19%	34%	30%	19%
Wyoming	34%	30%	19%	34%	30%	19%

* -. Discounts will be calculated based on intrastate usage billings in the State(s) shown on this chart and will be applied against Customer's billed Interstate Usage.

Additional Discounts for Inbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Alabama	34%	30%	19%	34%	30%	19%
Alaska	34%	30%	19%	34%	30%	19%
Arizona	34%	30%	19%	34%	30%	19%
Arkansas	34%	30%	19%	34%	30%	19%
California	34%	30%	19%	34%	30%	19%
Colorado	34%	30%	19%	34%	30%	19%
Connecticut	34%	30%	19%	34%	30%	19%
Delaware	34%	30%	19%	34%	30%	19%

Amended and Restated Pricing Schedule for AT&T Business Network Service

Additional Discounts for Inbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Florida	34%	30%	19%	34%	30%	19%
Georgia	34%	30%	19%	34%	30%	19%
Hawaii	34%	30%	19%	34%	30%	19%
Idaho	34%	30%	19%	34%	30%	19%
Illinois	34%	30%	19%	34%	30%	19%
Indiana	34%	30%	19%	34%	30%	19%
Iowa	34%	30%	19%	34%	30%	19%
Kansas	34%	30%	19%	34%	30%	19%
Kentucky	34%	30%	19%	34%	30%	19%
Louisiana	34%	30%	19%	34%	30%	19%
Maine	34%	30%	19%	34%	30%	19%
Maryland	34%	30%	19%	34%	30%	19%
Massachusetts	34%	30%	19%	34%	30%	19%
Michigan	34%	30%	19%	34%	30%	19%
Minnesota	34%	30%	19%	34%	30%	19%
Mississippi	34%	30%	19%	34%	30%	19%
Montana	34%	30%	19%	34%	30%	19%
Nebraska	34%	30%	19%	34%	30%	19%
Nevada	34%	30%	19%	34%	30%	19%
New Hampshire	34%	30%	19%	34%	30%	19%
New Jersey	34%	30%	19%	34%	30%	19%
New Mexico	34%	30%	19%	34%	30%	19%
New York	34%	30%	19%	34%	30%	19%
North Carolina	34%	30%	19%	34%	30%	19%
North Dakota	34%	30%	19%	34%	30%	19%
Ohio	34%	30%	19%	34%	30%	19%
Oklahoma	34%	30%	19%	34%	30%	19%
Oregon	34%	30%	19%	34%	30%	19%
Pennsylvania	34%	30%	19%	34%	30%	19%
Rhode Island	34%	30%	19%	34%	30%	19%
South Carolina	34%	30%	19%	34%	30%	19%
South Dakota	34%	30%	19%	34%	30%	19%
Tennessee	34%	30%	19%	34%	30%	19%
Texas	34%	30%	19%	34%	30%	19%
Utah	34%	30%	19%	34%	30%	19%
Vermont	34%	30%	19%	34%	30%	19%
Virginia	34%	30%	19%	34%	30%	19%
Washington	34%	30%	19%	34%	30%	19%
West Virginia	34%	30%	19%	34%	30%	19%
Wisconsin	34%	30%	19%	34%	30%	19%
Wyoming	34%	30%	19%	34%	30%	19%

* -. Discounts will be calculated based on intrastate usage billings in the State(s) shown on this chart and will be applied against Customer's billed Interstate Usage.

Amended and Restated Pricing Schedule for AT&T Business Network Service

Toll-Free Services – Standard Features	
Feature/Charge	Discount %
Usage Charges for Toll-Free INFO-2 per caller with number information	100%
Monthly Recurring Charges for Toll-Free INFO-2 without PRI office function per Routing Arrangement	100%

Toll-Free Services - Advanced Toll-Free Features (Classic)	
Announcement Features	
Feature/Charge	Discount %
Monthly Recurring Charge for Announcement Features monthly storage charge per announcement	100%
Usage Charge for Announcement Features per announcement played	29%
Usage Charge for Announcement Features (other than Enhanced Announcement) per minute of announcement played (measured in six-second increments)	17%
Usage Charge for Enhanced Announcement per minute of announcement played (measured in six-second increments)	17%
Usage Charge for Network Queuing for each six seconds or fraction held in queue	100%

Toll-Free Services - Advanced Toll-Free Features (Classic)	
Call Redirection Features	
Feature/Charge	Discount %
Monthly Recurring Charge for Alternate Destination Routing monthly service charge per Toll-Free Number (subject to a maximum monthly service charge of \$5,000.00)	100%
Non-Recurring Charge for Alternate Destination Routing initial installation per dialed number	100%
Usage Charge for Alternate Destination Routing for each call routed to an alternate destination	100%
Usage Charge for Next Available Agent Routing for each redirected call (subject to a minimum monthly service charge of \$10.00 and a maximum monthly service charge of \$5,000.00)	80%

Toll-Free Services - Advanced Toll-Free Features (Classic)	
Transfer Connect Features	
Feature/Charge	Discount %
Usage Charge for Transfer Connect per second for redirection to non-toll-free termination	100%
Usage Charge for Transfer Connect - Courtesy Transfer per redirection attempt	100%
Usage Charge for Transfer Connect - Courtesy Transfer per completed call	25%
Usage Charge for Transfer Connect - Conference and Transfer per completed call	29%

Toll-Free Services - Advanced Toll-Free Features (Classic)	
Routing Features	
Feature/Charge	Discount %
Monthly Recurring Charge for Feature Package-II - Routing Plan Option (unlimited use of all Routing Features) for each Toll-Free Number	100%
Non-Recurring Charge for Feature Package-II - Routing Plan Option (unlimited use of all Routing Features) for each Toll-Free Number	100%

Amended and Restated Pricing Schedule for AT&T Business Network Service

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
AT&T Toll-Free READYLINE Service Monthly Recurring Charges Per Routing Arrangement per Toll-Free Number	Every Month	None
AT&T Toll-Free MEGACOM Service Monthly Recurring Charges Per Routing Arrangement per Toll-Free Number	Every Month	None

6.3 Other Requirements

6.3.1 Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sq_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

State of Michigan
WK-TBD-1971691v1

For AT&T Administrative Use Only

Master Agreement No. 149943UA
Pricing Schedule No. 74367
Original Effective Date November 17, 2016
Effective Date of Amendment

Amended and Restated Pricing Schedule for AT&T Business Network Service

7. RATES

7.1 ABN Domestic Dial Station Outbound/Inbound Calling

Service Guide Rate Schedule 5, as revised from time to time

7.2 ABN International Dial Station Outbound and Inbound International

Service Guide Schedule B, as revised from time to time



ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. _____

Customer	AT&T
State of Michigan Street Address: 530 W Allegan City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 530 W Allegan City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA Telephone: 5172410257 Fax: Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Janine Moyer Street Address: 23500 Northwestern Hwy City: Southfield State/Province: Michigan Zip Code: 48075 Country: USA Telephone: 5172497377 Fax: Email: jm9497@att.com Sales/Branch Manager: Scott Campbell SCVP Name: Jeff Maggi Sales Strata: SLED Sales Region: EAST <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Please sign by December 30, 2019

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
Analog Private Lines	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 2	http://cpr.att.com/guidebook/mu/index.html
DS0 Service - Base Rate Service	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	24 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	None	None

4. ADDS; MOVES

4.1 Adds

Orders for Service Components in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Analog Private Line and/or DS0 Service

Please sign by December 30, 2019

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – MICHIGAN
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
State Of Michigan

A-1 Rates and Charges

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog Private Lines	Channel Mileage (per mile) / IL5XX	0	88	\$12.00	\$0.00
Analog Private Lines	Channel Mileage Termination / CM6	0	12	\$125.00	\$0.00
Analog Private Lines	Local Distribution Channel-2 wire / T6E2X	0	20	\$880.00	\$0.00
Analog Private Lines	Local Distribution Channel-4 wire / T6E4X	0	3	\$1,254.00	\$0.00
DS0 – Base Rate Service	Local Distribution Channel / T6ECS	0	4	\$865.00	\$0.00
DS0 – Base Rate Service	Other / XSS++	0	14	\$380.00	\$0.00



AT&T MA Reference No. 153949UA
AT&T PS Contract ID BVP115054
AT&T Contract ID BVP14084653

AT&T VOICE DNA®, AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
PRICING ADDENDUM

Customer	AT&T
STATE OF MICHIGAN Street Address: 530 W Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 530 W Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172410257 Email: WilsonD7@michigan.gov	Name: Janine Moyer Street Address: 23500 NORTHWESTERN HWY BLDG W City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: United States Telephone: 5173343634 Email: jm9497@us.att.com Sales/Branch Manager: SCOTT CAMPBELL SCVP Name: JEFFREY MAGGI Sales Strata: Retail Sales Region: MW <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Addendum is part of the Agreement between AT&T and Customer referenced above. This Pricing Addendum's Effective Date is the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law. Unless otherwise specified in this Addendum, the provisions, rates, and discounts in Customer's current Pricing Schedule and/or Addendum, as applicable, continue in full force and in effect.

Customer (by its authorized representative)	AT&T (by its authorized representative)
Bv:	Bv:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

Page 1 of 5
ASAP!

**AT&T VOICE DNA®, AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

This Addendum adds or re-prices Service Components in the countries and at the discounts specified below.

2. PRICING SCHEDULE TERM

Pricing Schedule Term Extension ("Extension Period")	36 months
Extension Period Start Date	Upon scheduled expiration of current Pricing Schedule Term

3. ADDITIONAL TERMS AND CONDITIONS

3.1. Emergency Calling Most of World

Emergency Calling Most of World

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

3.2 Broadband Connectivity

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

4. RATES

Discounts are applied to the applicable Service Publication rates.

5. DISCOUNTS

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

5.1. US DISCOUNTS

AT&T and Customer Confidential Information

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ASAP!

**AT&T VOICE DNA®, AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
PRICING ADDENDUM**

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	62.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	100.00%

II. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	75.00%	0.00%

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge*	MRC, per Concurrent Call	83.33%	0.00%
Telephone Number Charge	MRC, per Number	100.00%	Not Available

* This charge is waived for all AT&T Voice DNA Sites.

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	88.93%	0.00%
Telephone Number Charge	MRC, per Number	100.00%	Not available

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	Type of Charge	Calling Plan Discount
AT&T IPTF Calling Plan Setup Fee	NRC, per Site	100.00%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.00%
AT&T IPTF Calling Charge – US Interstate	Usage	40.00%
AT&T IPTF Calling Charge – US Intrastate	Usage	63.00%
AT&T IPTF Calling Charge – Canada to US	Usage	48.00%
AT&T IPTF Calling Charge – US to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Canada to Non-US	Usage	20.00%
AT&T IPTF Calling Charge – Non-US to US	Usage	20.00%
International Inbound Setup	NRC, per Site	20.00%
Universal Freephone (UIFN) Fee	NRC, per UIFN Number	20.00%
International Inbound per Country Charge	MRC, per country, per Site	20.00%
Routing Arrangement (APN) Charge	MRC, per Site	20.00%

AT&T and Customer Confidential Information

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ASAP!

**AT&T VOICE DNA®, AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
PRICING ADDENDUM**

III. AT&T IP Transfer Connect Features (available for specified services only)

Table A: AT&T IP Transfer Connect Features		
Item	Type of Charge	Discount
IP Courtesy Transfer	NRC	100.00%
IP Courtesy Transfer	MRC	100.00%
IP Courtesy Transfer	Per Attempt	100.00%
IP Redirect / IP Redirect with Data Forwarding	NRC	100.00%
IP Redirect / IP Redirect with Data Forwarding	Usage	100.00%
IP InfoPack	NRC	100.00%
IP InfoPack	MRC	100.00%
IP InfoPack	Per Call	100.00%

IV. Underlying Transport Services Support Charges

Table A: VoIP Module Card (AT&T MIS or AT&T MIS with MPLS PNT Transport Only)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.00%

Table B: Help Desk and AT&T CPE Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	50.00%

V. AT&T Voice DNA®

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	62.00%
International (Non-US) Off-Net Calling Charge	Per Usage	20.00%

**AT&T VOICE DNA®, AT&T IP FLEXIBLE REACH AND AT&T IP TOLL-FREE
PRICING ADDENDUM**

Table B: Calling Plan B		
Item	Type of Charge	Calling Plan Discount
Calling Plan Setup Fee	NRC per Site	100.00%
Calling Plan Charge*	MRC, per Concurrent Call	83.33%
Telephone Number Charge	MRC, per Number	100.00%

* This charge is waived for all AT&T Voice DNA Sites.

Table C: AT&T Voice DNA Basic Charges		
Item	Type of Charge	Discount
AT&T Voice DNA Setup Fee	NRC, per Site	100.00%
Auto Attendant Setup Fee	NRC, per Auto Attendant	0.00%
Voice DNA VOIP Demarc / Site Survivability Setup Fee	NRC, per Site	100.00%

Table D: Feature Packages (each User must have a feature package)		
Item	Type of Charge	Discount
Standard	MRC, Per Quantity	20.00%
Enhanced	MRC, Per Quantity	20.00%
Premium	MRC, Per Quantity	20.00%

Table E: Additional Features		
Item	Type of Charge	Discount
Auto Attendant	MRC, Per Quantity	20.00%

Table F: Voice DNA VoIP DeMarc / Site Survivability Features		
Item	Type of Charge	Discount
VOIP Demarc / Site Survivability	MRC, Per Quantity	20.00%
MID-HA setup	NRC, Per Quantity	0.00%
MID-HA monthly charge	MRC, Per Quantity	0.00%
MID-HA EM46 setup	NRC, Per Quantity	0.00%
MID-HA EM46 monthly charge	MRC, Per Quantity	0.00%
MID-HA EM53 setup	NRC, Per Quantity	0.00%
MID-HA EM53 monthly charge	MRC, Per Quantity	0.00%
MID-HA EM73 setup	NRC, Per Quantity	20.00%
MID-HA EM73 monthly charge	MRC, Per Quantity	20.00%

This is the last page of the Pricing Document.

**AT&T ILEC CENTREX SERVICE****Pricing Schedule**AT&T MA Reference No. 149943UA

Customer	AT&T
State of Michigan Street Address: 530 W Allegan City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 530 W Allegan City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA Telephone: 5172410257 Fax: Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Janine Moyer Street Address: 23500 Northwestern Hwy City: Southfield State/Province: Michigan Zip Code: 48075 Country: USA Telephone: 5172497377 Fax: Email: jm9497@att.com Sales/Branch Manager: Scott Campbell SCVP Name: Jeff Maggi Sales Strata: SLED Sales Region: EAST <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T ILEC CENTREX SERVICE
Pricing Schedule

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Line Commitment*	0 lines
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
*If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

3.1 Early Termination: If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

- a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- b) the Pricing Schedule Term for the Replacement Service is equal to or greater than the Pricing Schedule Term for the Terminated ILEC Service;
- c) the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- d) activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

4. SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Services/Service Components available under this Pricing Schedule
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Successor Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with a Successor Service, subject to the materially adverse change provision of the Master Agreement.	

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

5. LOCATION OF SERVICE

Service Location(s)

CUSTOMER LOCATION	STATION QUANTITY	SERVING WIRE CENTER
4280 Telegraph Rd, Bloomfield Hills MI	1,679	BRHMMIMN

6. RATES AND CHARGES

Total Lines Ordered:	1,679
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	Customer will pay the rates set forth in Section 6.1 below. The rates and charges stated in this 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 applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit, or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit, or waiver set forth in a Tariff or Guidebook will apply.

6.1 Rates

Service	USOC / Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, ea.	Non- recurring Charge, ea (new only)
Centrex	SXP++ / Centrex Loop - access area A - 1st 25 lines / DMS	0	1,679	\$12.00	\$0.00
Centrex	NUM / STANDARD FEATURE CENTREX STATION - 2+ COMMIT / DMS	0	1,679	\$7.20	\$0.00
Centrex	CYA1X / System Charges, 2 - 50 lines, per system / DMS	0	23	\$0.00	\$0.00
Centrex	A82 / UCD, per line equipped / DMS	0	44	\$0.00	\$0.00
Centrex	AKG1X / Authorization Codes, Initial 100 count / DMS	0	3	\$0.00	\$0.00
Centrex	AQA / QUEUE SLOTS / DMS	0	3	\$0.00	\$0.00
Centrex	AQDPS / ACD - BASIC, PER SYSTEM / DMS	0	2	\$0.00	\$0.00
Centrex	AQJPG / ACD - DELUXE, PER ACD GROUP / DMS	0	2	\$0.00	\$0.00
Centrex	AR9 / ARS Basic, Initial Pattern / EWSD	0	1	\$0.00	\$0.00
Centrex	BSB1X / Alternate Circuit Switched Voice/Circuit Switched Data, per B channel / DMS	0	132	\$0.00	\$0.00
Centrex	MA8 / Multiple Appearance Directory Number, per number / DMS	0	579	\$0.00	\$0.00
Centrex	RKQ / Central Office Recorded Announcement, per announcement / DMS	0	1	\$0.00	\$0.00
Centrex	NSD / CALLER ID - 12-19 LINE / DMS	0	207	\$0.00	\$0.00
Centrex	RSD / Ameritech Call Detail Recording Service, service establishment and basic call detail reporting service, per customer / DMS	0	1	\$0.00	\$0.00
Centrex	SMQPS / Ameritech Centrex Message Signal Interface (ACMSI), per system 1200 baud / DMS	0	4	\$0.00	\$0.00
Centrex	SOT / Secondary Directory Telephone Number, each / DMS	0	131	\$0.00	\$0.00
Centrex	UQZPG / Uniform Call Distribution with queuing, per UCD group / DMS	0	4	\$0.00	\$0.00
Centrex	ZCFPR / DATAPATH CRITICAL RESTORATION, PER DATAPATH LINE / DMS	0	3,095	\$0.00	\$0.00
Centrex	ZNZ / ISDN NATL CTX STATION - 2+ COMMIT / DMS	0	12	\$0.00	\$0.00
Centrex	ZDMDB / DO NOT DISTURB, PER LINE / DMS	0	91	\$0.00	\$0.00

**AT&T ILEC CENTREX SERVICE
Pricing Schedule**

7. ADDITIONAL TERMS AND CONDITIONS

7.1 Growth. Centrex stations added during the Pricing Schedule Term shall be coterminous with this Pricing Schedule.

Orders for Service Components in excess of quantities listed in Section 6.1 above ("Adds") permitted only as specified below:			
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges
All Service Components listed in Section 6.1	Site(s) listed in Section 5 plus any other Site(s) in AT&T service areas in Michigan	As provided in Section 6.1	As provided in 6.1 above, plus any additional special construction charges that may be assessed

7.2 The prices stated in this Pricing Schedule do not include other applicable charges or taxes, including, but not limited to, Exchange Access, End User Common Line, E-911, and Dual Party Relay services. The price for any Service Component or any AT&T service not identified in this Pricing Schedule shall be set out in the Applicable Service Publication.

7.3 Credit

Credit to be applied to Customer's:	Month of Pricing Schedule Term in which Credit is Applied	Credit Amount**	Repayment
Centrex charges	12	\$24,178.00	Customer must repay any credits paid during any Year* in which Pricing Schedule is terminated
<p>* A Year is a 12-month period ending on an anniversary of the Pricing Schedule Term Start Date</p> <p>** AT&T may apportion the credit amount for the purpose of calculating its tax charge among the locations at which Services contribute to the revenue or other thresholds underlying the credit. Such credit shall be inclusive of credits associated with surcharges or administrative fees assessed on the Services. Any repayment of the credit will be apportioned for tax purposes in the same manner as the originally applied credit was apportioned. Customer eligibility for the Credits is contingent upon there being no outstanding amounts past due to AT&T (excluding charges disputed in good faith), arising from Services provided by AT&T to Customer. Any credits not issued as a result of payment delinquencies will expire if Customer fails to bring all accounts current within six (6) months of the credit payment date.</p>			

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	() -
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document



ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. 149943UA

Customer	AT&T
State of Michigan Street Address: 530 W Allegan City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 530 W Allegan City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA Telephone: 5172410257 Fax: Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Janine Moyer Street Address: 23500 Northwestern Hwy City: Southfield State/Province: Michigan Zip Code: 48075 Country: USA Telephone: 5172497377 Fax: Email: jm9497@att.com Sales/Branch Manager: Scott Campbell SCVP Name: Jeff Maggi Sales Strata: SLED Sales Region: EAST <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

Please sign by December 12, 2019.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
DS1 Service	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
ISDN Prime Service ("ISDN PRI")	AT&T Michigan	AT&T Michigan Guidebook, including Part 17, Section 1	http://cpr.att.com/guidebook/mu/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All quantities of Service Components listed in Section A-1 of Attachment A	50%	Until end of Pricing Schedule Term
Adds installed no later than 12 months after Effective Date	50%	Until end of Pricing Schedule Term
Adds installed more than 12 months after Effective Date and no later than June 30, 2022	50%	36 months

4. ADDS; MOVES

4.1 Adds

Orders for DS1 (when associated with ISDN PRI) Service Components in excess of quantities listed Section A-1 of Attachment A ("Adds") permitted only as specified below:

Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges	Additional Requirements
All Service Components listed In Attachment(s) A	Site(s) listed in Attachment A plus any other Site(s) in AT&T service areas in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	Adds must be installed no later than the end of the Pricing Schedule Term or June 30, 2022, whichever is earlier.

Please sign by December 12, 2019.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Use of Service

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

6.2 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	DS1 Service and/or ISDN PRI

Please sign by December 12, 2019.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – MICHIGAN
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
State of Michigan

A-1 Rates and Charges; Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
ISDN PRI	Port, Switch DMS / ZPAZD/ZPQZD	0	246	\$288.00	\$0.00
ISDN PRI	DID - Telephone Numbers - each / LTG6X	0	43,210	\$0.20	\$0.00
ISDN PRI	Port, Switch 5ESS / ZPAZD/ZPQZD	0	1	\$288.00	\$0.00
ISDN PRI	Unlimited Local Calling on PRI / UTW	0	247	\$0.00	\$0.00
DS1	LDC Transport - Zone 1 / TZ4X1	0	120	\$112.00	\$0.00
DS1	LDC Transport - Zone 2 / TZ4X2	0	0	\$112.00	\$0.00
DS1	LDC Transport - Zone 3 / TZ4X3	0	0	\$112.00	\$0.00
DS1	Channel Mileage Termination - Zone 1 / CZ4X1	0	0	\$34.00	\$0.00
DS1	Channel Mileage Termination - Zone 2 / CZ4X2	0	0	\$34.00	\$0.00
DS1	Channel Mileage Termination - Zone 3 / CZ4X3	0	0	\$34.00	\$0.00
DS1	Channel Mileage - Zone 1 / 1YZX1	0	0	\$14.00	\$0.00
DS1	Channel Mileage - Zone 2 / 1YZX2	0	0	\$14.00	\$0.00
DS1	Central Office Multiplexing - Zone 3 / QMVX3	0	0	\$0.00	\$0.00
DS1	Clear Channel Capability - Zone 1 / CLYX1	0	0	\$0.00	\$0.00
DS1	Clear Channel Capability - Zone 2 / CLYX2	0	0	\$0.00	\$0.00
DS1	Clear Channel Capability - Zone 3 / CLYX3	0	0	\$0.00	\$0.00

A-2 Initial New and Existing Customer Sites

SERVICE	LOCATION A (street address and Common Language Location Identifier (CLLI) code and/or City)
DS1	439 W Allegan, Lansing MI / LNNGMIMN



**AMENDMENT TO NOTICE OF CONTRACT NO. 071B7700004
between THE STATE OF MICHIGAN and AT&T**

AT&T MA Reference No. 153949UA

Customer ("Customer")	AT&T ("AT&T")
State of Michigan	The applicable AT&T Service-Providing Affiliate

This Amendment by and between AT&T and Customer is effective on the date on which the last party signs this Amendment. Pursuant to the terms of this Amendment, AT&T and Customer hereby agree to modify the terms and conditions of the Contract as specified herein.

- AT&T and Customer hereby agree to extend the Contract Term of contract number 20161104-2008 (the "Extended Contract Term") for an additional one (1) year, commencing upon the expiration of the current term, for a new term expiration date of October 31, 2022 ("Initial Contract Term").
- Upon expiration of the Extended Contract Term, the Contract may be further extended for up to five (5) additional periods of twelve (12) months each (each such 12 month period, an "Extension Period") upon Customer's written notice to AT&T at least forty-five (45) days prior to the expiration of the Extended Contract Term, or of the applicable Extension Period.
- AT&T and Customer further agrees to amend the following Pricing Schedules to the Contract:
 - AT&T ILEC Centrex Pricing Schedule
 - AT&T ILEC Intrastate Services Pricing Schedule (DS1 w/ PRI)
 - Amended and Restated AT&T Business Network Services Pricing Schedule (ABN)
 - ILEC Intrastate Services Pricing Schedule (APL-DS0)
 - AT&T IP Flexible Reach Service Pricing Schedule
 - AT&T IP Flexible Reach Service Pricing Addendum
- This Amendment signed by AT&T first, is effective upon Customer signature provided that such fully signed Amendment is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Amendment null and void.
- Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

ROME SR#: 1-B3JCIHO SL0833 091319 RLR: 977682.3, 989786.2	AT&T and Customer Confidential Information Page 1	ASE_ICB_amendment v.05.06.16
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STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **071B7700004**

CONTRACTOR	AT & T SERVICES INC	STATE	Program Manager	Ashley Adrian	DTMB
	One AT & T Way			517-525-9338	
	Bedminster, NJ 07921-2694		Contract Administrator	adrianA1@michigan.gov	
	Chuck Bonner			Jordan Sherlock	DTMB
	616-724-7755			517-243-5556	
	cb3168@att.com			sherlockj@michigan.gov	
	CV0062699				

CONTRACT SUMMARY				
LOCAL, LONG DISTANCE AND TOLL FREE VOICE SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
November 1, 2016	October 31, 2021	5 - 1 Year	October 31, 2021	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 31, 2021
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$14,300,000.00	\$20,000,000.00	\$34,300,000.00		
DESCRIPTION				
<p>Effective 10/8/2019 this contract is increased by \$20,000,000 for DTMB use. Please note that the program manager has been changed to Ashley Adrian.</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 10/8/2019.</p>				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. Allegan, Lansing MI 48913
P.O. Box 30026, Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **071B7700004**

between

THE STATE OF MICHIGAN

and

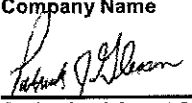
CONTRACTOR	AT&T Corp
	One AT&T Way
	Bedminster, NJ 07921-2694
	Chuck Bonner
	616-724-7755
	cb3168@att.com
	74-2782655

STATE	Project Manager	Scott Hall	DTMB
	Project Manager	517-241-4255	
	Project Manager	halls9@michigan.gov	
	Contract Administrator	Michael Breen	DTMB
	Contract Administrator	517-284-7002	
	Contract Administrator	breenm@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Statewide contract for local, long distance and toll free voice services.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
11/1/2016	10/31/2021	5 one year options	7/26/2021
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		NA	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input checked="" type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
NA			
MISCELLANEOUS INFORMATION			
NA			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$14,300,000.00

FOR THE CONTRACTOR:

AT&T

Company Name


Authorized Agent Signature
Patrick J. Gleason


Sr. Customer Contracts

Authorized Agent (Print or Type)

Nov 9 2016

Date

FOR THE STATE:



Signature

William Pemble IT Division Director

Name & Title

DTMB

Agency

11/17/16

Date

Schedule A - Scope of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (SOM) through the Michigan Department of Technology, Management, and Budget (MDTMB), issued a Request for Proposal (RFP) to obtain proposals, complying with all terms and conditions described in the RFP, from technically qualified Telecommunications Contractors to provide Voice Services to include, but not be limited to local, Long Distance and Toll-Free, for the SOM, including all SOM-owned and/or leased facilities. The Contractor shall provide all of the recommended hardware, software, circuits, consulting, installation, testing, maintenance, and support of necessary Services as specified herein

Along with an effort to reduce and control the telecommunications voice services costs consumed by the SOM, the principal objectives of the RFP was to acquire and implement traditional as well as new voice technologies and introduce a more reliable service model to simplify operations and drive efficiencies.

1.002 BACKGROUND AT TIME OF RFP

The SOM's vendor provided voice network services include a combination of:

1. Traditional Incumbent Local Exchange Carrier (ILEC) services
2. Traditional Inter-Exchange Carrier (IXC) services supporting Long Distance and Toll-Free access
3. Calling Name and Number Identification Services
4. Vendor-hosted Interactive Voice Response (IVR) services
5. Enhanced Call Services IVR
6. Over-the-Phone Interpretation (OPI) Services
7. Directory Services

ILEC Services

SOM facilities use a variety of local Central Office (CO)-based services. The SOM currently has contracts with AT&T and Frontier for local CO-based services supporting approximately 90% of overall yearly outbound usage. Average annual outbound usage for AT&T and Frontier is approximately 500,000 Minutes of Use (MOU). Below is a partial list of local CO-based Services currently being utilized by the SOM:

- 1MBs and features
- Private Branch Exchange (PBX) trunks
- Session Initiation Protocol (SIP) trunks
- Direct Inward Dial/Direct Outward Dial (DID/DOD) lines and numbers
- Digital Signal 0 (DS0)
- Digital Signal 1 (DS1)
- Digital Signal 3 (DS3)
- Optical Carrier-x (OC-x)
- Foreign Exchange (FX) Service
- Integrated Services Digital Network (ISDN) Basic Rate Interface (BRI)
- ISDN Primary Rate Interface (PRI)

IXC Services

The SOM's current primary Long Distance service provider is CenturyLink. The SOM averages approximately four million Minutes of Use (MOU) per month. Presently the SOM has approximately 300 T1 lines, about 280 of which are used as PRI's and the remaining provide interconnectivity between PBXs.

The SOM's current Toll-Free service provider is CenturyLink. CenturyLink provides domestic switched and dedicated Toll-Free services which are available from anywhere in the continental United States. The SOM averages approximately 14 million MOU per month.

Vendor-Hosted IVR

Hosted IVR is a network-integrated interactive voice response (IVR) and voice-recognition solution for inbound contact center applications.

Enhanced Call Services IVR

Enhanced Call Services IVR is an enhanced Toll-Free feature that provides users with the ability to build and modify interactive voice response (IVR) prompt and route applications in minutes using a web-based wizard.

Over-the-Phone (OPI) Interpretation Services

This feature enables customers scheduled and unscheduled OPI interpretation services for non-English speaking individuals 24 hours per day, seven days per week.

Directory Services

Directory Services is an interstate, intrastate and nationwide residential and business number look-up service.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

Parties identified in this Contract are defined to be the State of Michigan (SOM) and AT&T (Contractor).

This Contract is for the provision of a solution(s) that will include hardware and software which will make up the Local, Long Distance and Toll-Free Services along with the support and maintenance services used to sustain the solution. The State reserves the right to select and approve any products, including hardware and software, which will be used to construct and maintain any portion of the solution. The Contract consists of the following scope:

- A. Local Services
 - 1. Service Definition
 - 2. Contract Transition Plan
 - 3. Service Ordering
 - 4. Support Services
 - 5. Optional Services
 - 6. Service Level Agreements
 - 7. Reports
- B. Long Distance and Toll-Free Services
 - 1. Service Definition
 - 2. Contract Transition Plan
 - 3. Service Ordering
 - 4. Support Services
 - 5. Optional Services
 - 6. Service Level Agreements
 - 7. Reports

A more detailed description of the software, services (work) and deliverables required in the Contract are provided in Schedule A, Section 1.104, Work and Deliverables.

1.102 OUT OF SCOPE

All technology and equipment involving private line services, dedicated point to point T1, payphones, emergency phones and residential phones are all out of scope for this Contract.

1.103 ENVIRONMENT

The Contractor expects changes to Services within the duration of the contract. The technology platforms for legacy services are Time-Division Multiplexed-based (TDM). New technologies have changed the way customers communicate, with businesses having standardized on IP as the future platform for Voice, Data, and Video.

The links below provide information on the SOM's Enterprise Information Technology (IT) policies, standards and procedures, eMichigan web development, and the SOM Unified Information Technology Environment (SUITE).

Contractor shall adhere to Applicable National Electrical Codes, Building Codes and jurisdictional requirements, and any materials used shall be Underwriters Laboratories (UL) listed. The Contractor shall use Infrastructure materials that meet American National Standards Institute (ANSI), Telecommunications Industry Association (TIA)/ Electronic Industries Association (EIA) and Building Industry Consulting Services, International (BICSI) standards.

Contractor shall adhere to the requirements set forth in Telecommunications Service Priority (TSP) Program as specified in Section 2.038 and in the Emergency 9-1-1 Service Enabling Act.

As of the Contract Effective Date, Contractor complies with the following specific **Enterprise IT Policies, Standards and Procedures**

Policy#

#1305
#1335
#1340
#1345
#1355
#1360
#1365
#1370
#1390

which may be found at the following link :http://michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

In the event the above policies are revised during the Term of the Contract, the SOM shall notify Contractor and Contractor shall evaluate the revised policy to determine its ability to comply.

All software and hardware items provided by the Contractor are expected to run on, and be compatible with, the MDTMB Standard Information Technology Environment. Additionally, the SOM must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by MDTMB. The Contractor shall request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The MDTMB Project Manager must approve any tools, in writing, before use on any information technology project.

1.103(a) Changes in Technology:

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The SOM's Project Manager must approve any changes, in writing, and MDTMB, before work may proceed based on the changed environment. In the event that Contractor intends to discontinue a Service for

its customers generally, the Contractor shall provide the SOM with advanced notice of such discontinuation in accordance with Section 2.161. The Contractor shall also propose to the SOM an alternative Service offering at Charges agreed to by the SOM and the Contractor prior to implementation of the Eligible Replacement Services. Such Eligible Replacement Services shall in no event negatively affect other parts of the Services. If the SOM chooses not to replace the discontinued service with an Eligible Replacement Service, the SOM may terminate the applicable Service at no cost other than payment of Charges due through the effective date of discontinuation of the aforementioned service without procuring a replacement from the Contractor.

The SOM's security environment includes:

- MDTMB Single Login.
- MDTMB-provided Structured Query Language (SQL) security database.
- Secured Socket Layers.
- SecureID (State Security Standard for external network access and high risk Web systems).

The Contractor shall use commercially reasonable efforts to protect the SOM's information and resources from unauthorized access, disclosure, corruption and/or disruption of service. Contractor shall maintain a comprehensive set of security standards based in part on industry standards such as Control Objectives for Information and Related Technologies (CoBIT), and National Institute of Standards and Technology (NIST), etc. and comply with all legal and regulatory privacy controls applicable to the Services.

The SOM Unified Information Technology Environment (SUITE):

Includes standards for project management, systems engineering, and associated forms and templates – shall be followed: <http://www.michigan.gov/suite>.

ADA Compliance:

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor's solution conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a description of conformance with the above mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document. Contractor may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. Any additional compliance requirements shall be specified in the IT Engagement Statement of Work (ITE-SOW).

1.104 WORK AND DELIVERABLES

Subject to Section 1.103(a), Contractor shall provide deliverables, Services and resources, and otherwise do all things necessary to provide the functionality required for the DTMB Telecom business functions, in accordance with the requirements as set forth below and in Schedule B – Requirements.

I. Services and Deliverables To-Be Provided

A. Local Services

Contractor shall provide reliable and competitively priced Local and Central Office based voice Services and a single point of contact for all contracted local exchange Services between the SOM and the Contractor. The Contractor shall provide technical support help desks to respond to all requests by the SOM for Moves, Adds and Changes (MACs) and problem resolution for all services. The SOM reserves the right to procure Services, products and software necessary for Local Voice Services through other SOM contracts.

1. Service Definition

a. List of Services

Subject to Section 1.103(a), Contractor shall provide the following Local Voice Service offerings (i.e., 1MB, PRI, analog lines, etc.) as part of the Local Voice Services solution for the duration of the contract.

- ISDN PRI (Measured and Unlimited)
- ISDN BRI
- Measured-Rate Business Lines (1MBs/Plain Old Telephone Service (POTS))
- Private Branch Exchange (PBX) Trunks
- Direct Inward Dialing/Direct Outward Dialing (DID/DOD)
- Central Office Exchange Service (Centrex) (existing locations only)
- Analog Circuits
- Digital Signal 1 (DS1) and Digital Signal 3 (DS3) Access
- Optical Carrier Level (OC-x) Access
- Local Usage (Measured Calls)

The following Service Descriptions are intended to provide an overview of the Services as of the Effective Date of this Contract. A more detailed description may be found in Contractor's Service Guides and/or Guidebooks, effective as of September 27, 2016 for the following services, which may be found in Attachment A.

- Integrated Services Digital Network Primary Rate Interface (ISDN PRI)

Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a voice and data service that provides high-volume access to the public switched telephone network (PSTN). This service shall allow the SOM to transmit data at high speeds to accommodate voice, data, image, and video over the same digital facilities. ISDN PRI shall provide 23 digital channels over one transport line (a 24th channel carries signaling information). This service shall offer the SOM one T1 circuit with 23 separate voice lines or a combination of services.

ISDN PRI consolidates its 23 voice or data service channels on one 1.544 Mbps transport line into a PBX or computer network. It simplifies PBX access to many applications, including LAN-to-LAN connectivity and videoconferencing. When used for trunking, the SOM shall have the ability to improve PBX capacity and can transmit voice, WATS, toll free, and circuit-switched data calls. With call-by-call software, the SOM shall have the ability to use the same line for different voice or data applications as needed.

The SOM shall have the ability to use one D-channel to control multiple ISDN PRI lines, freeing the 24th channel on additional ISDN PRI circuits to increase capacity. Backup D-channels provide a contingency for inoperable D-channels. If a failure occurs, a predetermined D-channel on another ISDN PRI connection automatically shall take over call control signaling for SOM calls.

Digital streamlining – ISDN PRI offers a single digital connection at a lower total cost of ownership than the comparable analog connections that would be otherwise required. Moreover, digital signals provide a better quality voice transmission over copper facilities. With the use of call-by-call service features (dynamic call allocation), the net gain of implementing ISDN PRI may allow the SOM to reduce the number of trunks that the SOM has currently.

Digital connection to public switched network – ISDN PRI is a standard protocol that operates both in the Contractor's digital public switched network and in most PBX and computer networking hardware. By employing ISDN PRI in the SOM's networking environment, the SOM may be able to enhance the power and capacity of SOM existing equipment.

Advanced calling features – The digital connection between the SOM's PBX and the Contractor's central office provides the SOM with inherent central office features (Caller ID

is one example). With services such as Caller ID, the SOM can view information about end users before answering the phone, improving responsiveness, and reducing usage time per end user. (Caller ID display equipment is required for Caller ID service.)

Multiple types of information through one trunk – ISDN PRI is a proven communication protocol throughout telecommunications networks. Most major PBX vendors now offer digital PBXs, and the majority of them are ISDN PRI compatible. Provided the SOM's equipment can break down information into digital signals, ISDN throughout the AT&T infrastructure can carry it. By introducing a digital connection from the SOM network to the Contractor's, multiple types of information can be run through one trunk simultaneously, reliably, and confidently.

- Integrated Services Digital Network Basic Rate Interface (ISDN BRI) Direct Service

Integrated Services Digital Network (ISDN) Direct Service is a telecommunications service that provides an integrated voice/data communications capability for the transmission of circuit switched voice and data signals on an incoming and outgoing basis utilizing Integrated Services Digital Network architecture as recommended by the International Telecommunications Union (ITU) and the American National Standards Institute (ANSI), as defined by Telcordia Technical References, and consistent with the North American ISDN Users Forum (NIUF) Implementation Agreements.

ISDN Direct Service shall provide the SOM with the ability to combine Circuit Switched Voice and Circuit Switched Data services over a single ISDN Direct Service Line. All ISDN Direct services shall require the use of an ISDN Direct Line (2B+D). The two 64 Kbps "B" channels are used to transmit any combination of Circuit Switched Voice and/or Circuit Switched Data Services. The "D" channel is used to carry signaling only. The Contractor shall be able to provide ISDN service from any of their digital Central Offices. ISDN BRI is compatible with analog sets when Circuit Switched Voice is ordered and uses the proper interface.

Circuit Switched Capability (Alternate Voice/Circuit Switched Data)

Where technology permits, this capability provides the ability to originate and receive either Circuit Switched Voice or Circuit Switched Data calls over a single "B" channel, but not simultaneously. Circuit Switched Voice and Data calls are subject to additional charges.

Circuit Switched Capability (Data)

Provides the ability to originate and receive Circuit Switched Data calls over the 64 Kbps "B" channel. Data line speeds up to 64 Kbps are permitted. Circuit Switched Data calls are subject to additional charges.

Circuit Switched Capability (Voice)

Provides the ability to originate and receive Circuit Switched Voice calls, as well as an electronic key set capability over the 64 Kbps "B" channel. Circuit Switched Voice calls are subject to additional charges.

- Business Access Lines/Measured Business Lines (PBX Trunks and 1MBs/POTS)

Business Access Lines connect the SOM to the Contractor's central office over standard telephone wiring: two- and four-pair twisted wires. Phones, modems, and other peripherals connect to the line using standard telephone jacks and plugs.

Business Access Lines provides these features:

Direct provider of service – the Contractor often provides service and support for other companies that merely buy and resell the Contractor's network products and services.

As a Contractor customer, the SOM shall work directly with the Contractor to find solutions to SOM mission-critical communications issues.

Advanced digital network – the Contractor owns and maintains their own network, monitoring it constantly to deliver around-the-clock quality service to the SOM, even during disasters. The Contractor's all-digital network is designed to be flexible. In the unlikely event of an outage, SOM calls can be re-routed throughout our network – often without the SOM even knowing there was a problem.

- Inward/Outward Trunks, DID Trunks

A seven-digit local exchange telephone number is assigned to each DID station (by PBX programming) from a block of reserved numbers. When the number is dialed, the serving central office of the origination point directs the call to a dedicated pool of 1-way incoming or 2-way DID trunks assigned to that number block. The serving wire center of the PBX service then out-pulses the appropriate number of digits to the PBX. DID numbers are assigned in blocks of 10, 20, 60 or 100 sequential numbers, where available.

- DID Trunks allow calls from the exchange network to bypass a PBX attendant and ring directly to a specific station. DID allows many telephone numbers to be associated with a few inward trunks.
- Each station equipped for DID shall be assigned a seven-digit local exchange number. DID service shall be initiated when that number is called.
- The local central office shall direct incoming calls to a dedicated one-way inward DID Trunk assigned to serve the called number.
- The local central office shall out-pulse the last two, three, or four digits (intersystem dialing digits as required by the customer's PBX system).
- The PBX shall route the call directly to the called station without the need for an attendant.

Two-Way Direct Inward Dialing Trunks with Call Transfer (5ESS - 1AESS Only)

- A central office based service that permits incoming calls to reach CPE, without attendant assistance. DID allows those calls to be transferred to another line via an incoming/outgoing trunk facility.
- The transfer capability makes it possible to disconnect after transferring the call, freeing the DID facility for additional incoming calls.
- Service is provisioned with E&M signaling.
- All Two-Way DID trunks are provisioned as 4-wire connections.
- Touch Tone is a standard feature.
- Subscribers receive telephone numbers and Two-Way trunk facilities, in addition to Central Office equipment blocks of 20 consecutive telephone numbers. When consecutive telephone numbers are not available, random numbers may be assigned.

One-Way In Only

Allows for incoming calls only through an attendant (manual or automatic). A hunt group enhances the distribution of calls on a One-Way In trunk. These are appropriate for customers with high incoming call volumes.

One-Way Out Only

Allows for outgoing calls only by dialing an access code, for example, 9+XXX-XXXX. These are appropriate for customers with high outgoing call volumes.

Combination

Allows for both incoming and outgoing calls. These are appropriate for customers with both incoming and outgoing call volumes. Central Office hunting enhances the distribution of calls on a Combination trunk.

Other Important Points about PBX Trunks

- Agencies of the SOM may have more than one type of PBX Trunk; for example, both combination and One-Way Out Only, but it must have like usage billing on the entire account.
- Trunks may be either Flat, Message or Measured rates, where applicable.
- All Trunks are Touch-Tone.
- The Contractor recommends a trunk ratio of one trunk for every 15 stations.

Architecture

CO equipment for PBX trunks may be grounded in one of two ways, Ground Start or Loop Start. The SOM or the SOM's CPE vendor must indicate the type of grounding required. Ground Start is most common.

Ground Start describes CO equipment that is protected by "TIP" insulation to provide grounding.

Loop Start

Loop Start describes CO equipment that is protected by grounding at the CO.

• Centrex

Centrex is a voice communications system that uses the Contractor's network to provide the SOM with internal and external communications services. Centrex operates out of the Contractor's local central offices and provides the SOM with an alternative to premises-based switching systems.

The Contractor shall monitor and maintain each of the Contractor's central offices 24x7x365, so the SOM shall have the continuity and protection needed. The Contractor shall ensure that the systems in the serving central office are reliable and redundant. Because the equipment that drives Centrex is in the Contractor's central office, the Contractor shall repair any problems in Contractor lines at no charge.

Centrex supports multiple-location businesses (based upon service address location, within the same serving area) wanting a single, easy-to-use system.

With Centrex, the SOM phone system shall reside in the Contractor's central office. Main user station lines run from the Contractor's central office to each telephone, fax, or modem. SOM users shall be connected whether they're located in the SOM's main office, in branch offices, or at remote sites.

Centrex Features

- Savings and Low Start-Up Costs – are possible because Centrex works with most standard touchtone phones. Centrex doesn't require the SOM to buy any expensive equipment.
- Scalability – lets the SOM add lines and features. In addition, system upgrades shall ensure the latest technology advances.
- Dedicated Phone Number for Each Employee – is possible with Centrex. Premise-based systems typically share phone lines among several stations, which can result in blocked calls.

- Call Management –features shall allow the SOM to redial automatically, block calls, forward calls, forward select calls, prioritize calls, know who's calling, use Call Waiting, and conference call.
- Flexibility – With a single call the SOM shall be able to choose from numerous standard and optional features, and it shall be possible to expand or reduce the system. All features can operate at every phone. The SOM shall be able to adapt communication needs when obtaining new employees and extend features to more locations as the SOM expands.
- Electrical Backup – The Contractor shall house the system and provide 24-hour maintenance by skilled technicians. If a power outage occurs, dial tone shall remain available except for phone sets that require power units. If a brownout or a storm occurs at a SOM location, Centrex continues to function because it runs on the power at the Contractor's central office. SOM communications shall function smoothly because Contractor technicians shall spot potential trouble and correct problems before they occur.
- DS-1

DS1 Service is a digital, point-to-point, private line service that provides high-speed bulk transport for voice, data, or video traffic. DS1 allows use of the entire circuit for a single, high-bandwidth application, or it is possible to divide, or multiplex, the DS1 into multiple channels. DS1 offers a maximum bandwidth of 1.544 megabits per second (Mbps). Should multiple channels be needed for various applications, it is possible to multiplex the DS1 into up to 24 DS0 circuits of 64 kbps each.

DS-1 Features

- High performance standards – DS1 adheres to performance objectives of 99.995 percent error-free seconds and 99.999 percent availability, as measured over 12 continuous rolling months.
- Private, dedicated connection – DS1 segregates the SOM's sensitive data traffic on the SOM's own dedicated, private line. Because the SOM's network is accessible only to SOM business, SOM communications remain secure and private.
- Compatibility – DS1 works with various protocols, applications, and equipment; and it adheres to established industry standards. With DS1, various means shall be able to be used to transport any kind of user information, including voice, data, fax, and video.
- High bandwidth – DS1 shall provide 1.544 Mbps of bandwidth on a single circuit, or the SOM shall be able to split the circuit into up to 24 DS0 channels of 64 Kbps each. This high bandwidth shall allow the SOM to transmit voice, data, and video. The SOM shall be able to use DS1 as one single circuit or divide it into multiple channels for various applications.
- DS-3

DS3 Service is a digital, point-to-point, private line service that provides high-speed bulk transport for voice, data, or video traffic. DS3 lets the SOM use the entire circuit for a single, high-bandwidth application, or the SOM shall be able to divide, or multiplex, your DS3 into multiple channels.

DS3 Service is a two-point dedicated service that provides for simultaneous two way transmission of serial, isochronous digital signals at a terminating bit rate of 44.736 Megabits per second (Mbps).

- The service shall not be available as a multi-point service.
- The service shall be available in a point-to-point configuration between:
 - Two customer designated premises.

- A SOM wire center or customer designated premises and a SOM wire center where multiplexing, hubbing, or cross-connection functions are performed.
- SOM wire centers for termination in central office multiplexers.
- The patron of an Interconnector and a SOM wire center for connection to Optical Interconnection Service.
- A customer designated or Other Telecommunications Carriers (OTC) premises to the premises of an OTC for connection to services or facilities of the OTC.
- A customer designated premises and a Network Reconfiguration Service (NRS) system location, or between two NRS system locations.
- The Contractor shall terminate a DS3 circuit at or near the customer premises in a recognized Network Interface (NI).

DS-3 offers a maximum bandwidth of 45 Megabits per second (Mbps). Should multiple channels be needed for various applications, the SOM shall be able to multiplex DS3 into up to 28 DS1 circuits.

DS-3 Features

High performance standards – DS-3 adheres to the high performance objectives of 99.995 percent error-free seconds and 99.999 percent availability, as measured over three continuous rolling months.

Private, dedicated connection – DS-3 segregates the SOM's sensitive data traffic on the SOM's own dedicated, private line. Because the SOM's network is accessible only to SOM business, SOM communications remain secure and private.

Compatibility – DS-3 works with various protocols, applications, and equipment, and it adheres to established industry standards. With DS-3, various means shall be able to be used to transport any kind of user information, including voice, data, fax, and video.

High bandwidth – DS-3 shall provide the SOM speed of up to 45 Mbps on a single circuit, or the SOM shall be able to split the circuit into 28 DS-1 channels and 672 DS0 channels.

• Analog Point-to-Point

A Direct Analog Service channel shall provide voice frequency transmission capability in the nominal frequency range of 300 to 3000 Hz and may be terminated two-wire or four-wire. Direct Analog Service channels shall be provided between SOM-designated premises or between a SOM-designated premises/1/ and a SOM office.

Direct Analog Service shall be able to be ordered to allow connections between the SOM-designated premises and wire center that provides Other Network Services.

Service elements shall include: Local Distribution Channel- per point of termination, Two-Wire or Four-Wire, Channel Mileage Termination per point of mileage termination, and Channel Mileage per mile.

• SONET/OCX/Wavelength

Discontinued.

b. Announcement Service

When disconnecting a Measured Business, Centrex or DID line, the Contractor shall provide a referral to another telephone number for the duration requested by the SOM. The referral shall be available for up to 365 calendar days. The Contractor shall arrange a customized announcement if desired by the SOM. Contractor shall notify the SOM of any applicable charges.

2. Contract Transition Plan

The Contract Transition Plan documents all the activities necessary to transfer services and features from the current SOM Local Voice Services contract to the new Contract. Some of the activities include identifying key transition issues, transition objectives, including SLAs, risks, tasks and responsibilities, resources, timeframes and policies and procedures.

As part of the Contract Transition Plan, the Contractor shall provide a Contract Transition-Out Plan. The Contractor shall provide the Contract Transition-Out Plan 90 business days prior to the contract termination date. The approved Contract Transition-Out Plan shall be initiated 60 business days before the contract termination date.

As part of the Transition Plan, when transitioning out of the contract; the Contractor shall provide number portability for all telephone numbers transitioned to any Carrier designated by the SOM. The final inventory of all services shall be provided to the SOM in a digital format for all services being transitioned from the Contractor.

The Contract Transition Plan shall be delivered in a format mutually agreed by the parties, and may include a schedule for all transition activities, and identify Contractor and SOM tasks, subtasks and activities that exist as line items within the Contract Transition Plan.

- a. Reserved
- b. Transition Out - The Contractor shall provide number portability for all Class of Service (COS) telephone numbers transitioned to any Carrier designated by the SOM. The final inventory of all services shall be provided to the SOM in an electronic format for all COS being transitioned from the Contractor, for all transitioned services.

3. Service Ordering

At no additional cost to SOM, the Contractor shall offer presales technology/services support to assist the SOM in selecting the best value solution(s) based on SOM needs. At the SOM's discretion, at no additional cost to SOM, the Contractor shall provide pricing quotes for a variety of voice service options.

The SOM will issue a service order request to the Contractor for the procurement (or termination) of selected service(s).

The SOM receives Local Voice services from the Contractor today and shall be able to continue to order new services through all of the processes currently in use until such time as Contractor withdraws the Service in accordance with Section 2.161.

For Price Quotes, the SOM shall be able to contact the Contractor's Account Team to obtain pricing for the desired services. Requests shall be able to be made in person, by phone, or via e-mail. Once pricing has been delivered electronically (via e-mail), reviewed, and approved, the SOM shall be able to order the service via email to the Contractor's Account Manager, or by other means as described below.

The Contractor shall, through the local Account Team, offer presales support at no additional cost to the SOM, to assist the SOM in selecting the best solution.

If the SOM, upon contract execution, requires that all service orders for all SOM agencies shall be placed and approved by designated SOM contact(s), the Contractor shall work with the SOM and communicate the SOM's authorized order contact(s) to the appropriate Order Centers.

For less complex services, such as adding Centrex, POTS, and PBX trunks, or orders for Moves/Adds/Changes/Disconnects (MACDs), the SOM shall be able to send an email to the Contractor's Regional Ordering Customer Care Office at Statemich@rdsml.ims.att.com, or call (877)

499-1255. The submitter shall receive an immediate acknowledgement, with a tracking number from the Contractor's RDS order system. This number shall be used if subsequent changes or inquiries are needed regarding the order submission. Orders are generally worked in the order in which they are received; however, the Contractor shall prioritize work and strive to meet the SOM's requested due date.

In addition, the SOM shall be able to call or email the Service Executive and make the request.

Basic order information required includes the desired service type, Service Address, Location Contact (LCON), the Billing Address and the requested Due Date. The SOM may provide additional information as desired.

For Order Status, Tracking, Filling – the Contractor's order system provides order status via email to the order originator.

Contractor shall inform the SOM requestor of any expedite fees and document the date, time and name of the SOM requestor who approved the expedited service and related fees on the service order.

Contractor shall provide the SOM a method of placing all service orders electronically via email or online through a secure portal. Order confirmation from the Contractor shall be in a digital format. All service orders shall include, but are not limited to, the following:

- Service Order Number
- Requesting Agency
- Time and Date of Service Order
- Service Description
- Name and phone number of requestor who initiated the service order
- Name and phone number of End User Contact

Contractor shall track service orders from receipt of the order until delivery to the SOM. Service orders shall be processed and provisioned as specified within Section 1.104 I.A.6. Local Services - Service Level Agreements.

Contractor and the State shall make reasonable efforts to discourage placement of orders by persons unauthorized to place orders on behalf of the State. In the event the State receives an invoice and cannot determine who placed the order on the State's behalf leading to such invoice, the State may submit an inquiry to Contractor. Contractor's ability to identify the orderer from the State may be limited based on length of time since the order was placed, how the order was placed and possible system limitations. Notwithstanding the above, upon receipt of such inquiry, the Contractor shall use commercially reasonable efforts to determine who placed an order on the State's behalf.

4. Support Services

Contractor shall provide technical support help desks, including incident reporting and problem management. Warranty and maintenance services shall be delivered within the contracted timeframes, as documented in Section 1.104 I.A.6. Local Services - Service Level Agreements.

Contractor shall provide the SOM the ability to submit Trouble Tickets electronically. The Contractor shall provide details of Trouble Ticket status via confirmation email back to the SOM, including periodic updates with detail and frequency.

The SOM prefers that the Contractor provide a web-based tracking system for Trouble Ticket management and provide the SOM visibility into this system. Where the Contractor provides a web-based tracking system, the Contractor shall provide the SOM the ability to view details of Trouble Ticket status, including periodic updates with mutually agreed-upon detail and frequency.

For a complete list of Support and Maintenance requirements please see Schedule B – Requirements.

a. Technical Support Help Desk

The Contractor's technical support help desk shall:

- i. Be available 24X7X365 for problem reporting and technical assistance through a Toll-Free number and email address
- ii. Coordinate trouble response with SOM staff
- iii. Be staffed with skilled technical staff that can diagnose and correct telecommunication voice problems
- iv. Have an automated ticket tracking system
- v. Provide the ability for contractor to open ticket and provide ticket tracking number upon initial customer contact
- vi. Track all Trouble Tickets and provide updates to the SOM
- vii. Provide the ability for the SOM to submit Trouble Tickets electronically
- viii. Record history and resolution of all Trouble Tickets
- ix. Analyze Trouble Tickets for trends and chronic problems
- x. Follow current industry best practices for network performance management
- xi. Exchange ticket information between the Contractor and the SOM. In some cases, this exchange will occur with other Contractor support staff.
- xii. Work with the SOM to prioritize the Trouble Ticket based on the following matrix:

Category	Description
Level 1	SOM is experiencing a total service outage or service degradation that requires immediate attention.
Level 2	Service is impaired, causing some business process degradation.
Level 3	SOM is experiencing intermittent service impairment.

b. Escalation Procedures

Escalation procedures, including timely resolution of issues, are of vital importance to the SOM and therefore, are vital for acceptable contract performance. The Contractor and the SOM shall jointly initiate and coordinate escalation procedures. The Contractor shall submit to the SOM for approval the procedures that the Contractor shall use for the escalation of issues. The Contractor shall escalate issues based on agreed-upon guidelines.

The Contractor shall provide escalation procedures to the SOM, including:

- i. Prioritization of Trouble Tickets
- ii. Notification to one or more client contacts of a ticket's escalation and status changes

For any Support escalation, the SOM shall be able to contact the Contractor's Account Manager directly, who has been identified as Key Personnel. However, when using the Contractor's E-Ticketing web portal, the SOM can easily escalate the status of its ticket to another level.

The Contractor shall provide updated service escalation procedures within one business day of a change to the escalation procedure or any points of contact.

For a complete list of Support and Maintenance requirements please see Schedule B – Requirements.

c. Fraud Prevention and Control

The SOM will handle the invoicing of any suspected fraudulent calls via the invoice dispute resolution process referenced in Section 2.044(d) and 2.044(e). Contractor will assist in the investigation of any suspected fraudulent calls.

d. Quality of Service

Contractor shall work with the SOM to utilize all available techniques to identify and resolve trouble with PSTN.

5. Optional Services

The SOM reserves the right to award these services to the Contractor if the SOM sees additional value for that award.

- IP Flexible Reach, or functionally equivalent service
- UC Voice, or functionally equivalent service – is a cloud-based communication and collaboration service that integrates multiple tools through a single, presence-enriched user interface that shall be able to be accessed on smartphones, desktops, laptops, and other wired and wireless devices. This service uses the Cisco Hosted Collaboration Solution (HCS) platform to provide access to multiple communication/collaboration tools, including IM/chat, email, IP voice telephony, voicemail, web/audio/video conferencing, unified messaging, and mobility.
- UC Federation, or functionally equivalent service – SOM shall be able to federate its cloud-based UC system to allow communications between agencies, other states, key business constituents, city governments, and more.
- Unified Communications Services Bundle ("UC Services Bundle") is a customized offer that includes UC licenses, UC hardware and UC installation along with Centralized SIP trunking and centralized AVPN, bundled into a monthly end user rate. Additional UC features are also available and offer additional functionality. Specific IP Phones can also be rented by the State from Contractor for a single monthly rate that includes 8x5 Next Business Day Maintenance.
 - UC Services Bundles are available in four different options listed below:
 - UC Voice Essential
 - UC Voice Essential Plus
 - UC Voice Classic
 - UC Voice EnhancedEach of these UC Services come with a variety of features and options as outlined in the UC Business Service Guide.

ISDN PRI Options

- Measured – Charges for calls to telephone numbers in the local calling area shall bill on a per-call basis.
- Unlimited (Flat Rate) – Unlimited Local Calling shall be included. Billing shall not be applicable to calls made within the local area.
- Backup D-Channel – If you have two or more ISDN PRI circuits, you can purchase a backup D-channel. This backup channel will maintain service continuity if the D-channel of any of your PRI circuits is interrupted.

When the SOM has multiple ISDN circuits, the Contractor shall use one D-channel for call control signaling on all of the SOM's B-channels and T1 spans. If the primary D-channel should fail, calls over the controlled B-channels shall be taken down. The backup enhances survivability of PRI spans because it automatically takes over signaling responsibilities of a failed D-channel.

- Enhanced Alternate Route – Enhanced Alternate Route allows incoming voice calls to overflow on an emergency or busy basis to a line or trunk-side connection that the SOM designates. A route may be limited in the number of simultaneous calls that can be routed. The Contractor shall provide this option on a per-route basis. This option shall be available where technical capabilities exist and may not be available in all areas.

- **Circular Hunt** – This option searches for an idle B-channel at the last channel to have accepted a call or the last channel that attempted to place a call. This allows all call attempts to move through the route list of available B-channels within the trunk groups in a circular fashion, better using the SOM's PRI facilities. This differs from a sequential hunt arrangement, which always hits B-channels at the beginning of the route list and may leave B-channels in the trunk groups in the end of the list idle.
- **Redirected Number** – This option provides the redirected number (i.e., the directory number to which the call was last presented) to the hardware, as well as the calling number in cases such as call forwarding. If a call is redirected to another directory number through call forwarding, the called party receives both the calling party number and the redirected number. If a call is redirected multiple times, the called party receives only the first and the last redirecting numbers. This option shall be available where technical capabilities exist and may not be available in all areas.
- **Two B-Channel Transfer** – This option allows the controlling party to place a call on hold, add a second party, and then transfer the first party to the second party, while releasing the B-channels that connected the controlling party to the central office. This can occur over the same PRI or multiple PRIs in the same hunt group. This feature minimizes the use of B-channels when the parties are not actively using the facility.
- **Caller ID** – All calling party numbers presented to the ISDN PRI shall be delivered to the SOM's equipment, including calls made to Direct Inward Dialing numbers. Caller ID (number delivery) is a standard feature for ISDN PRI, offered at no additional charge in most locations. ISDN PRI is the only PBX trunking product that offers Caller ID. (Caller ID display equipment is required to receive Caller ID service.)
- **Call-by-Call Service Selection** – If the SOM has a variety of communications requirements in and out of the SOM's PBX—public switched network access, data communications, inbound and outbound telemarketing—the call-by-call service selection option can make the SOM's telecommunications service more dynamic to meet the SOM's needs.

In a non-ISDN environment, specific access channels (trunks) must be pre-assigned and provisioned to support each desired special network service (e.g., OUTWATS, INWATS, FX, tie-line). Because dedicated facilities are usually provisioned for peak traffic, the SOM would pay for the unused bandwidth. Additionally, normal calling patterns may change at times, such as in response to a promotional announcement. The SOM would then alert network operators and they would make changes to accommodate the change in traffic; but, by that time, conditions may be back to normal. ISDN PRI call-by-call service selection enables a group of B-channels to be designated to carry calls to different network services, even to different carriers, on a call-by-call basis.

- **Calling Name Delivery/Caller ID with Name** – This option allows the directory name associated with an inward call to be sent to ISDN Class II equipment. A Type II PBX would receive the name of the calling party and forward it to the called party behind the PBX. This option shall be billable per PRI interface or PRI port.

Centrex Options

- **Custom Calling Name on Centrex (CCNAM)** – displays the name and number of the caller on calls that originate inside or outside the Centrex. Calls made show agency name and number rather than an individual's name.

CCNAM uses the Advanced Intelligent Network to read the calling and called party information from a database stored in the Service Control Point. Users requesting CCNAM must set-up an Internal Directory to order the CCNAM feature. It is a Tariff violation to sell only one of two combined feature components of CCNAM (AS3NH and NHE).

- Centrex Mate, or functionally equivalent service – shall allow the SOM to make changes to the SOM's Centrex phone system from a SOM office. Centrex Mate, or functionally equivalent service, is a web-based tool through which the SOM shall be able to make Centrex system changes.

Centrex Mate, or functionally equivalent service, reduces the need to request system changes through a Contractor's service representative, which could take two to seven business days to process.

- Centrex Simultaneous Ring (CSR) or Centrex Simultaneous Ring One Number (CSR ON) – extends the reach of the SOM's Centrex station number ring and allows a user to answer incoming calls on the SOM's Centrex station or on one of the simultaneously rung numbers.

DS-1 Options

- Transport telephone calls between SOM locations.
- Point-to-Point configuration using SOM premises Muxing.
- Dedicated access to an Internet Service Provider (ISP)
- Dedicated local network access.

DS-3 Options

- Central Office (CO) Multiplexing – channelizes the SOM DS-3 into up to 28 DS-1 channels.
- Fiber Hub Cross Connection – lets the SOM connect two DS-3 circuits at the Contractor's central office while maintaining separate billing for each.
- Local Channel Diversity
- Customer Premises Multiplexing
- DS-1 Aggregation over a DS-3

Local Channel Access Options

The Contractor shall offer several local channel access options and services. These options shall include local channel transport speeds that range from sub-DS0 to OC-192. Most speeds use a point-to-point service arrangement although for certain speeds the SOM shall be able to choose either a point-to-point or a multi-point arrangement.

<u>Type</u>	<u>Description</u>	<u>Speed</u>
Single Channel Service (SCS)	Supports both analog and digital signals Point-to-point or multi-point configurations Access options include: Digital Data Local Channel (DDLC) Generic Digital Access (GDA) Voice Grade Local Channels (VGLC)	9.6 Kbps 56 Kbps 64 Kbps
T1.5	Supports digital signals only Point-to-point configurations	1.5 Mbps
T45	Supports digital signals only Point-to-point configurations	44.7 Mbps
OC-3	Supports digital signals only Point-to-point configurations	155 Mbps

OC-12	Supports digital signals only Point-to-point configurations	622 Mbps
OC-48	Supports digital signals only Point-to-point configurations	2.5 Gbps
OC-192	Supports digital signals only Point-to-point configurations	10 Gbps

IP Toll Free Advanced Options

- Redirection – enables the SOM to redirect toll-free calls to alternate answering locations
- Routing – routes calls to different locations or different arrangements at the same location based on specified parameters (such as time of day, day of week, or area code/originating country)
- Announcement – guides callers, allowing them to reach the correct department or hear important information by following the prompts
- Control – allows the SOM to store and activate routing plans for back-up or disaster recovery and make real-time changes to SOM feature parameters
- Class of Service – allows the SOM to prioritize applications
- IP Transfer Connect – enables the SOM to activate pre- and post-answer network-based transfers to other toll-free numbers
- IP InfoPack, or functionally equivalent service – displays call information to a person receiving a forwarded call

Liability Coverage Options

- Plus – a value-added plan that applies to covered calls from sites that the Contractor certify. A maximum initial liability of \$2,000 applies once across all affected sites. After each incident, maximum liability is increased by \$2,000.
- Premium – a value-added plan that applies to covered calls from sites that the Contractor certify. This plan frees the SOM from liability for two hours after the Contractor notifies the SOM.

Customized Installation:

The State will issue an IT Engagement Statement of Work (ITE-SOW) for each customized installation work request. The State issued ITE-SOW will include content populated by the State to define the work request and be issued to the Contractor. The Contractor will adhere to the ITE-SOW process to complete the contractor response content in the ITE-SOW, and if requested, the use of additional templates or supporting materials. As defined in the State issued ITE-SOW, the Contractor will include pricing, deliverables, and delivery dates when responding to an issued ITE-SOW.

- Scope will be limited to installation services supporting this Contract.
- ITE-SOW(s) will be for fixed-priced services
- The State will issue a Purchase Order (PO) to authorize the start of work for an approved ITE-SOW.

IT Engagement Statements of Work will be valid for consideration for a minimum of 90 calendar days from the date of submission to the State.

6. Service Level Agreements

a. Service Request On-Time Completion (SROTC):

The Contractor aims to complete installation service requests by the Mutually Agreed Due Date provided at the time the order is processed.

Performance Objectives

The Contractor will strive to agree to Mutually Agreed Due Dates within the following guidelines:

Service	Qualifications	Performance Objective
Measured-Rate Business Lines	Quantity 1-5	5 (five) Business Days
Measured-Rate Business Lines	Quantity 6-50 at Same Location	10 (ten) Business Days
Centrex Lines	Quantity 1-50 for Existing Service at Same Location	7 (seven) Business Days
PBX Trunks/DID/DOD/DS1	Quantity 1-5 at Same Location	7 (seven) Business Days
Analog Circuits	N/A	10 (ten) Business Days
ISDN PRI Circuits	Quantity 1-5 at Same Location	15 (fifteen) Business Day

Order Acceptance Date means the date Contractor accepts a complete and accurate order.

Actual Service Completion Date means the date the State has been notified that an installation service request has been completed in accordance with the applicable product/service technical specifications.

Where Contractor's automated service order systems permit, Contractor will provide the data required so that the SOM may track i) the Mutually Agreed Due Date compared with the Order Acceptance Date, and ii) the Actual Service Completion Date compared with the Mutually Agreed Due Date.

In the event the SOM becomes concerned with either a) Contractor's ability to agree to Mutually Agreed Due Dates within Performance Objectives above, or b) Contractor's ability to meet Mutually Agreed Due Dates, the SOM will address such concerns through the Informal Dispute Resolution Process described in Section 2.192.

Credits are not available for Contractor's failure to meet these Performance Objectives.

b. Time to Repair (TTR)

Performance Objectives

The Contractor will strive to complete repair service requests within the following guidelines:

Service	Performance Objective
DS3 Circuits	3.0 Business Hours
ISDN PRI Circuits DS1 Circuits	5.0 Business Hours
Measured-Rate Business Lines Centrex Lines DID/DOD Analog Circuits	8.0 Business Hours

The Actual Time to Repair will be measured from the time a trouble ticket is established at the Contractor help desk through any means (the Contractor MOM system, State trouble report to the Contractor help desk) until the ticket is changed to resolved status within the Contractor's ticketing system.

Where Contractor's automated service order systems permit, Contractor will provide the data required so that the SOM may track the Actual Time to Repair compared to the Performance Objectives above.

In the event the SOM becomes concerned with Contractor's ability to substantially meet the Performance Objectives above, the SOM will address such concerns through the Informal Dispute Resolution Process described in Section 2.192.

Credits are not available for Contractor's failure to meet these Performance Objectives.

Exclusions

Contractor shall be excused from failure to meet the above Performance Objectives where such failure is directly caused by any of the following, then such events or periods shall be disregarded for the purpose of measuring against the relevant Performance Objectives:

- a. the SOM's acts, errors, omissions, or breaches of this Contract;
- b. down time which occurs outside the site hours of operation or maintenance coverage, or the SOM's direction to Contractor to not perform (or to delay its performance of) Contractor's installation or repair obligations under this Contract and/or delays attributed to scheduling changes during an approved change management window; or
- c. downtime that is the result of scheduled time required to perform system maintenance (for example, preventive maintenance, system upgrades, etc.); provided, that such time has been communicated by Contractor to the State in advance and is scheduled so as to minimize the impact to the SOM's business.

c. IP Flexible Reach SLA's

Contractor has established service level objectives for services within the Contractor BVoIP portfolio. While Contractor cannot guarantee that these service level objectives will always be met, the SOM may become eligible for a credit when they are not met, subject to the terms and conditions below.

In order to receive a credit under an Contractor BVoIP SLA, the SOM must (a) have a trouble ticket opened and the trouble resolved, and (b) submit the credit request via the Contractor BusinessDirect® portal (<https://www.businessdirect.att.com>) no later than six (6) months after the date listed on the trouble ticket that indicates that the trouble was resolved.

(i) Site Availability SLA

The Site Availability SLA is available only in the US.

The service level objective for the Site Availability SLA is that no problem occurring within the Contractor IP Network, the Contractor CPE, or any Contractor dedicated access providing service to the Site will prevent the SOM from completing attempted BVoIP telephone calls (within the applicable Concurrent Call capacity at the location) for a period that lasts two consecutive hours or more. If Contractor does not meet this service level objective, the SOM may be entitled to a Site Availability SLA credit equal to 1/30th of the SOM's Covered Contractor BVoIP Monthly Charges at the affected Site for each such incident. The Site Availability SLA does not apply to Remote Sites or to Voice Connection.

For the Site Availability SLA, the SOM may receive:

- only one credit for any calendar day for a particular Site;
- no more than five credits in any calendar month for a particular Site; and
- no more than thirty credits in any calendar year for a particular Site.

Site Availability SLA-eligible Monthly Recurring Charges are:

- VoIP Module Card Charge
- Calling Plan Concurrent Call Charge
- Telephone Number Charge
- VoIP Adapter – TDM Charge
- VoIP Adapter – SBC Integrated Charge
- AT&T Voice DNA® Feature Package Charge
- AT&T Voice DNA® Features Charge
- For AT&T Voice DNA on AT&T VPN Service only, VoIP Demarc/Site Survivability Charge.
- HVS Feature Package Charge

(ii) **Call Quality SLA**

The Call Quality SLA is only available at Contractor IP Flexible Reach or Contractor IP Toll-Free service Site in the United States and in participating countries that meets the following qualifications:

SLA Site Criteria:

- Must use Contractor VPN or Contractor Dedicated Internet Service as the underlying Transport Service;
- Must have RTCP activated at each site*, which must remain active at all times – RTCP activation is a the SOM responsibility; and

*Contractor does not measure performance data outside of its network (as an example, for an Off-net call, Contractor only measures call performance data from the SOM Site to the Media Gateway, which is where the hand off to the PSTN network occurs),

- Site has been actively in-use (calls made to or from the Site) for a minimum of 60 calendar days prior to the calendar month for which SLA credits are requested.
- Site uses Contractor provided IP addresses (non- customer provided IP address)
- A minimum of 30 calls (each call being 15 seconds or longer) must have originated from, and/or terminated to, the Site during the calendar month; and
- The SOM's trouble ticket for the Site must be opened within 90 days from the date the trouble occurred.
- The Call Quality SLA is solely based on VoIP R-Factor scores from the International Telecommunications Union's ITU-T G.107 standard - <https://www.itu.int/rec/T-REC-G.107-201402-S/en>

Call Quality SLA: Service Level Objectives

Contractor's VoIP R-Factor service level objective is an R-Factor score of 70 or above for 95% of calls at a single Qualifying Site (defined below) during a calendar month, for the following types of calls:

Calls lasting less than 15 seconds are not included in VoIP R-Factor performance calculations.

Call Quality Service Level Agreement Credits

The SOM may be eligible for a Call Quality SLA credit if Contractor fails to attain its monthly VoIP R-Factor service level objective at a Site, based upon data received from the NB VQM or VoIP Adapter - TDM, as applicable at that Site. The VoIP R-Factor Service Level Objective is 70 for 95% or more of calls per Qualifying Site per month.

For the Call Quality SLA, the SOM may receive:

- Only one credit for any calendar Month for a particular Site, per service; and
- No more than 12 credits in any calendar year for a particular Site, per service.

Subject to the foregoing credit caps, IP Flexible Reach Customers may receive 5% of eligible charges; IP Toll-Free, customers may receive 1% of eligible charges.

Call Quality SLA-Eligible Charges

IP Flexible Reach: Monthly Recurring Charges

IP Toll-Free: Usage Charges

SLA Exclusions

Contractor is not responsible for failure to meet a service level objective resulting from:

- the conduct of the SOM or Users of Contractor BVoIP services;
- the failure or deficient performance of power, equipment, services or systems not provided by Contractor;

- service interruptions, deficiencies, degradations or delays due to access lines or the SOM Premises Equipment whether provided by Contractor or others (except as specifically provided in a particular SLA);
- service interruptions, deficiencies, degradations or delays during any period in which Contractor or its agents are not afforded access to the premises where access lines associated with the Contractor transport service are terminated or Contractor CPE is located;
- service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance or rearrangement purposes or for the implementation of a the SOM order;
- service interruptions, deficiencies, degradations or delays due to the SOM's failure to order sufficient Concurrent Call paths or Underlying Transport Services bandwidth;
- The SOM's election not to release a Service Component for testing and/or repair and continued use of the Service Component;
- failures in performance attributed to changes with any applicable foreign government or PTT regulations such as the PTT hours of operation;
- failures in performance caused by any national or local holiday; or
- Force Majeure Conditions.

In addition, Contractor BVoIP SLAs do not apply:

- if the SOM is entitled to other available credits, compensation or remedies under its Service Agreement for the same service interruption, deficiency, degradation or delay;
- for service interruptions, deficiencies, degradations or delays not reported by the SOM to Contractor as required;
- where the SOM reports an SLA failure, but Contractor does not find any SLA failure;

The Call Quality SLA does not apply:

- to the SOM's use of Real-Time Transport Control Protocol (RTCP) incompatible PBX and Handsets;
- if insufficient data is received from the VQM, as determined by Contractor, to calculate the VoIP R-Factor;
- if the SOM or User software or equipment:
 - changes the compression coding (e.g., from G.711 to G.729 in the middle of a call); or
 - interferes with Real-Time Transport Control Protocol ("RTCP"); or
 - during IAR, BGP-R or other failover feature activations.

7. Reports

Local Reports

Contractor shall provide a Monthly Stewardship Report which shall include the following information:

- Contractor contact list
- Service updates
- Trouble ticket logs
- Pie charts of logged tickets and outcome by category
 - Came clear
 - Central office
 - Customer equipment
 - Facilities
 - Interoffice information
 - No trouble
 - Contractor equipment
 - Test Ok

- New circuits provisioned
- Accounts receivable

Trunk group utilization may be requested by the SOM subject to additional charges as specified in the Guidebook.

Optional Reports

As of the Contract Effective Date, the following reports are also available to the SOM.

IP Flexible Reach, or functionally equivalent service, Reports

- Access Network Performance Reporter – centralized reporting tool that shall provide access to VoIP Call Usage and Call Performance. Report types shall include:
 - Call Usage (number of calls)
 - Call Volume (number of minutes)
 - Call Performance (call quality measured by R-Factor)
 - Call Performance 5-Month (trends of call performance)
 - Concurrent Calls (number of simultaneous calls)
- IP Flexible Reach, or functionally equivalent service, Outbound Detail Report

UC Voice, or functionally equivalent service, Reports

The Contractor shall maintain UC Voice, or functionally equivalent service, reporting data for 12 (twelve) continuous months. The SOM shall be able to request performance reports that include:

- Most Impacted Report
- Voice Transmission Quality (CVTQ) Report
- Line Inventory Report
- Specific Called Report

Root Cause Analysis (RCA):

The Contractor shall provide root cause analysis (RCA) reports upon SOM request where the MTTR (ticket duration minus no access/delayed maintenance) exceeds 4 hours subject to the following limitations:

- Ticket must be closed and less than 30 days old, and
- The clearance must be related to a Contractor Facility issue or Access related outage. RCAs are not provided on tickets cleared as test okay (TOK), came clear (CC), customer premise equipment (CPE), etc.

B. Long Distance and Toll-Free Services

Subject to Section 1.103(a), all Long Distance Services are expected to adhere to North American dialing plans and be compatible with the public switched telephone network. The Contractor shall provide Interstate and International Long Distance Service via both switched and dedicated facilities throughout the SOM. When deemed necessary by the SOM, the Contractor shall review requests to provide network redundancy. Such redundancy may result in additional charges.

Contractor shall provide reliable Long Distance and Toll-Free Services and a single point of contact for all services required by the SOM. The Contractor shall provide a service center to respond to all requests by the SOM regarding new and existing services and problem resolution. The SOM reserves the right to procure services, products and software as necessary through other SOM contracts.

Long Distance and Toll-Free Services made available to the SOM shall be delivered using either switched or dedicated access and/or IP-based. Flexible routing features will cover a wide variety of origination, routing, and termination scenarios. These services will be integrated with other Contractors' voice and IP products and

services to give the SOM a wide variety of solutions appropriate to the SOM's current and future needs. The Contractor shall monitor the network for system misuse and fraudulent activities.

Domestic Toll-Free service will be available from anywhere in the continental United States, Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands to anywhere in the United States. Domestic Toll-Free service will have the ability to be customized with a range of enhanced routing features.

1. Service Definition

The following Service Descriptions are intended to provide an overview of the Services as of the Effective Date of this Contract. A more detailed description may be found in Contractor's Service Guides and/or Guidebooks, effective as of September 27, 2016 for the following services, which may be found in Attachment B.

- Direct Dial – outbound domestic (U.S.) and international calls, as well as, toll calls within a state
- Toll-free – inbound domestic and international calls
- International – toll-free calls between non-U.S. and U.S. locations
- Calling Card – domestic and international calls from U.S. to non-U.S. locations

Advanced Toll-Free feature categories:

- Routing
- Announcements
- Redirection (Alternate Destination, Next Available Agent Routing, and Network Queuing)
- Transfer Connect

The SOM shall have access, for long distance voice calling capabilities, between a SOM site where calls originate (for outbound calling) or terminate (for inbound calling) and the Point-of-Presence (POP). The access may be a dedicated access facility provided by the Contractor or a switched access line for which the Contractor is the preferred long distance provider.

Capabilities available with SIP trunking services, (IP Flexible Reach, or functionally equivalent service), and IP Toll-Free:

- Outbound Long Distance – interstate, intrastate, interLATA, intraLATA, international. The SOM shall be able to combine all services to create a customized network with one bill and one contract.
- Toll-Free and Call Center Solutions – shall allow callers to reach the SOM from anywhere in all 50 states, Canada, Puerto Rico, and the U.S. Virgin Islands with just one telephone number. The SOM shall be able to allow/disallow calls from/to customer selected areas, down to specific area and exchange codes. The Contractor shall offer web-based electronic management tools that interface directly with the Contractor's:
 - Network
 - Advanced Features
 - Call Routing
 - Call Center Education
 - Consulting Services
- Toll-Free (Megacom, or functionally equivalent service) is an inbound service used for medium to high volume usage. It is a direct-connect service that terminates on a T1.5 dedicated access facility. T1.5 access is a type of nodal service access providing direct-connect private lines from the Contractor's network switch to the customer's premises. One T1.5 line carries 24 circuits that can be used for Toll-Free calls, other types of incoming and outgoing calls, and data transmission.
 - Call Overflow is a call re-direction option that shall automatically overflow calls to POTS lines at the same location when the Toll-Free Megacom, or functionally equivalent service, facility is busy or in the event the egress line fails.
 - Dialed Number Identification Service (DNIS) shall give clients with multiple Toll-Free numbers (in the same routing arrangement) the ability to identify the specific Toll-Free

number dialed. This shall allow equipment on the SOM's premises to identify the Toll-Free number dialed and route the call to a specific department or group of agents within the facility.

- Trunk Subgroup Overflow is a call re-direction option that shall allow calls to overflow among trunk groups that terminate in the same Contractor's network switch. The overflow occurs when all trunks in the primary trunk group are busy.
- Direct Toll-Free Service is a Contractor's exclusive offer that shall provide callers outside of the United States with access to U.S. Contractor Toll-Free numbers from more than 150 countries. It employs a two-step dialing process in which the caller first dials the Contractor Direct access code for the country they are calling from, then the U.S. 8YY number.
- Long Distance – shall permit domestic and international outbound calling. The SOM shall be able to allow/disallow calls from/to customer selected areas, down to specific area and exchange codes. The Commercial Long Distance Service call types shall include:
 - Dial station
 - Customer-dialed calling card station
 - Operator-dialed calling card station
 - Operator station
 - Person-to-person
 - Real time rated
 - Country-to-country

2. Contract Transition Plan

The Contract Transition Plan documents all the activities necessary to transfer services and features from the current SOM Local Voice Services contract to the new contract. Some of the activities include identifying key transition issues, transition objectives, including SLAs, risks, tasks and responsibilities, resources, timeframes and policies and procedures.

As part of the Contract Transition Plans, the Contractor shall provide both a Contract Transition-In Plan and a Contract Transition-Out Plan. Within 15 business days after contract execution, the Contractor shall provide a Contract Transition-In Plan to the SOM for approval. Upon the SOM's approval, the Contractor shall execute the Contract Transition-In Plan within a mutually agreed-upon timeframe. The Contractor shall provide the Contract Transition-Out Plan 90 business days prior to the contract termination date. The approved Contract Transition-Out Plan is shall be initiated 60 business days before the contract termination date.

All new requests for switched services after the Contract Effective Date will be processed within five (5) business days. If the Contract Effective Date is on or before the 7th day of a month, all Long Distance Services currently provided to the SOM by Contractor shall have Contract pricing applied on the first day of the second monthly billing period after the Effective Date.

The final inventory of all services shall be provided to the SOM in a digital format for all services being transitioned from the Contractor.

The Contract Transition Plan shall be delivered in a format mutually agreed to by the parties, and shall include a schedule for all transition activities, and identify Contractor and SOM tasks, subtasks and activities that exist as line items within the transition plan.

As part of the Transition Plan, when transitioning in and out of the contract, when requested by the SOM, the Contractor shall provide number portability for all telephone numbers transitioned to any Carrier designated by the SOM. The final inventory of all services shall be provided to the SOM in a digital format for all services being transitioned from the Contractor.

- i. Transition In - Transitioning from the incumbent Carrier providing Toll-Free Services to the SOM shall be done after site survey has been completed identifying all current Toll-Free Services.
- ii. Transition In - The Contractor shall establish accounts based on the SOM provided current Toll-Free numbers that are ported to the Contractor's Toll-Free Services.

- iii. Transition In - The Contractor and the SOM shall transition all Toll-Free Services provided by other Toll-Free Carriers to the awarded Contractor.
- iv. Transition In - The day services are available for use, service charges will begin. Usage charges, however, are billed in arrears and those appearing on any invoice shall be charged for the previous period with appropriate proration.

3. Service Ordering

Contractor shall offer presales technology/services support to assist the SOM in selecting the best value solution(s) based on SOM needs. At the SOM's discretion, the Contractor shall provide pricing quotes for a variety of voice service options.

The SOM shall issue a voice service order request to the Contractor for the procurement (or termination) of the selected service(s).

The SOM shall be able to place orders for Long Distance service in the following ways. To request a new install, move, add, change, or disconnect, the SOM shall be able to either:

- Use the online ordering tool via the portal to submit the order directly to the appropriate Contractor front-end and provisioning teams
 - The Contractor's portal and online ordering tool shall be free and available around the clock to the SOM
- Notify the Account Manager or Service Executive assigned to the SOM, via email with a specific order request

The SOM shall receive an email notification of receipt of the request from the SOM account team or an online tracking number. The SOM shall also receive order numbers and expected due date information.

Contractor shall provide the SOM a method of placing all service orders electronically via email or online through a secure portal. Order confirmation from the Contractor shall be in a digital format. All service orders shall include, but are not limited to, the following:

- Service Order Number
- Requesting Agency
- Time and Date of Service Order
- Service Description
- Name and phone number of SOM requestor who initiated the service order
- Name and phone number of End User Contact

Contractor shall inform the SOM requestor of any expedite fees and shall document the date, time and name of the SOM requestor who approved the expedited service and related fees on the service order.

Contractor shall be able to track service orders from receipt of the order until delivery to the SOM. Service orders shall be processed and provisioned within the agreed-upon timeframe as specified within Section 6 - Service Level Agreements.

Contractor and the State shall make reasonable efforts to discourage placement of orders by persons unauthorized to place orders on behalf of the State. In the event the State receives an invoice and cannot determine who placed the order on the State's behalf leading to such invoice, the State may submit an inquiry to Contractor. Contractor's ability to identify the orderer from the State may be limited based on length of time since the order was placed, how the order was placed and possible system limitations. Notwithstanding the above, upon receipt of such inquiry, the Contractor shall use commercially reasonable efforts to determine who placed an order on the State's behalf.

4. Support Services

Contractor shall provide technical support help desks, including incident reporting and problem management. Warranty and maintenance services shall be delivered within the contracted timeframes, as documented in Section 6 - Service Level Agreements.

Contractor shall provide the State the ability to submit Trouble Tickets electronically. The Contractor shall provide details of Trouble Ticket status via confirmation email back to the State, including periodic updates with detail and frequency.

The SOM prefers that the Contractor provide a web-based tracking system for Trouble Ticket management and provide the State visibility into this system. Where the Contractor provides a web-based tracking system, the Contractor shall provide the SOM the ability to view details of Trouble Ticket status, including periodic updates with mutually agreed-upon detail and frequency.

b. The technical support help desks shall

- i. Be available 24X7X365 for problem reporting and technical assistance through a Toll-Free number and email address
- ii. Coordinate trouble response with SOM staff
- iii. Be staffed with skilled technical staff that can diagnose and correct telecommunication voice problems
- iv. Have an automated ticket tracking system
- v. Provide the ability for contractor to open ticket and provide ticket tracking number upon initial customer contact
- vi. Track all Trouble Tickets and provide updates to the SOM
- vii. Provide the ability for the SOM to submit Trouble Tickets electronically
- viii. Record history and resolution of all Trouble Tickets
- ix. Analyze Trouble Tickets for trends and chronic problems
- x. Follow current industry best practices for network performance management
- xi. Exchange ticket information between the Contractor and the SOM. In some cases, this exchange will occur with other Contractor support staff.
- xii. Work with the SOM to prioritize the Trouble Ticket based on the following matrix:

Category	Description
Level 1	SOM is experiencing a total service outage or service degradation that requires immediate attention.
Level 2	Service is impaired, causing some business process degradation.
Level 3	SOM is experiencing intermittent service impairment.

Customer Service and Repair Contact Information

- AT&T BusinessDirect: www.businessdirect.att.com
- Toll Free Services (ABN): 800-222-1000
- Toll Free Advanced Features and International Toll Free: 800-325-5555

The Contractor shall assist SOM users with self-reporting options and to manage billing, ordering, and service escalation related issues. The Contractor shall also provide an escalation point who can get involved in support issues to help drive to the shortest resolution period possible.

c. Escalation Procedures

Escalation procedures, including timely resolution of issues, are of vital importance to the SOM and therefore, are vital for acceptable contract performance. The Contractor and the SOM shall jointly initiate and coordinate escalation procedures. The Contractor shall submit to the SOM for approval the procedures that the Contractor will use for the escalation of issues. The Contractor shall escalate issues based on agreed-upon guidelines.

Contractor shall provide escalation procedures to the SOM, including:

- i. Prioritization of Trouble Tickets
- ii. Notification to one or more client contacts of a ticket's escalation and status changes

Contractor shall provide updated service escalation procedures within thirty calendar days of a change to the escalation procedure or any points of contact.

For a complete list of Support and Maintenance requirements please see Schedule B – Requirements.

For any support escalation, the SOM shall be able to directly contact the Contractor's Account Manager. The SOM shall also be able to escalate the status of a ticket using the Contractor's E-Ticketing web portal.

d. Fraud Prevention and Control

Contractor shall report promptly to the SOM any indication of fraud or misuse of the Contractor's network which impacts the Services and take corrective action.

The SOM will handle the invoicing of any suspected fraudulent calls via the invoice dispute resolution process referenced in Section 2.044(d) and 2.044(e). AT&T will assist in the investigation of any suspected fraudulent calls.

The SOM may additionally subscribe to AT&T NetProtect, or its functional equivalent, Contractor's NetProtect offers the SOM with liability coverage for charges associated with remote international toll fraud and for unauthorized domestic (U.S.) toll-free calls to SOM locations as follows:

Fraud Protection

- Basic – a free (i.e., at no additional cost to the SOM) default plan that applies to covered calls from SOM site(s). A one-time maximum liability of \$25,000 applies to combined charges at all affected sites.
- Plus – a value-added plan that applies to covered calls from sites that the Contractor certifies. A maximum initial liability of \$2,000 applies once across all affected sites. After each incident, maximum liability is increased by \$2,000.
- Premium – a value-added plan that applies to covered calls from sites that the Contractor certifies. This plan frees the SOM from liability for two hours after the Contractor notifies the SOM.

Slamming Protection (a.k.a. a Primary Interexchange Carrier (PIC) freeze)

- Local toll service
- Long distance service
- Both local toll and long distance services

Payphone Blocking

The Contractor shall be able to restrict calls to a SOM toll-free number when the calls originate from a payphone.

5. Optional Services

Services may include but are not limited to:

- a. Customer Self Service Applications (e.g. Cloud-based apps)
- b. Dual Tone Multi Frequency (DTMF) and speech recognition

- c. Voice response
- d. On line reporting and management
- e. Text to Speech
- f. Geo-Spatial Routing
- g. Routing
- h. Call reporting
- i. Flexible On-Hold Messaging
- j. Exception Handling
- k. Custom Scripting
- l. Vendor-Hosted IVR Services
- m. Over-the-Phone Interpretation (OPI) Services
- n. Customized Installation

Voice Tone

Voice Tone improves the way customers interact with automated systems, enabling customers to ask questions in a conversational voice. Voice Tone increases the number of calls handled, eliminates menu prompts, determines intent by recognizing what customers want to do up front, accurately routes customers, and reduces call times, opt-outs, and abandonments.

Call Prompter

- Routes calls based on a caller response to a voice menu.

NAAR (Next Available Agent Routing/Network Queuing)

- Specifies the sequence of terminations to be used for call routing when a Toll-Free number's primary termination is busy.
- Holds a call in queue in the Contractor network until a termination becomes available (Network Queuing).

Alternate Destination Routing

- Redirects calls to a predefined alternate termination if busy or ring-no-answer at primary location.

Caller Recognition Routing

- Routes calls based on the calling party's 10-digit telephone number.

Enroute Announcements

- Plays a customized message at any point in the call path prior to call completion.

Transfer Connect

- May redirect calls, after being answered, to a Contractor provided Toll-Free number, Other Common Carrier (OCC) Toll-Free number, or any POTS number.

Call Allocator

- Allows a customer to allocate calls to multiple call centers or different routing arrangements on a percentage basis.

Routing Features

- Allow a customer to route and direct Toll-Free calls to different agents or locations based on a set of criteria (i.e., Country Code, Area Code, Exchange, Time of Day, Day of Week, etc.).

Courtesy Response

- Answers each call with a recorded message in the Contractor's Network.

SAFER (Split Access Flexible Egress Routing), or functionally equivalent service

- Allows customers to receive their Toll-Free calls through an alternate network switch if calls cannot be completed through their primary terminating switch.

Route-It, or functionally equivalent service

- Use an array of near real-time quick-routing capabilities (PC and web-based), for Toll-Free advanced features routing plans without issuing a service order.
- Limit access to business applications, quickly and cost-effectively, using the Database Routing option of Call Prompter (a silent prompt will make it even more secure).
- Change Basic Announcements to Enhanced Announcements to gain free advertising or to inform callers of promotional information.
- Use Enhanced Enroute Announcements to reduce the length of calls by informing the caller of any items or information they would need available prior to speaking with an agent (such as account number, last statement date, or password).
- Employ Basic Computer Telephony Integration (CTI) to allow the transfer of a caller's data along with the call to multiple agents or departments without generating an additional call.
- Use Country Code Routing to route calls to the appropriate foreign language call center specialist.
- Use Speech Recognition for applications that are frequently called by cell phone users to enable them to navigate the system or application in a hands-free manner.
- Advertise a single nationwide Toll-Free number and use Exchange Routing to route calls to the nearest franchise based on the caller's location.
- Pair Enhanced Announcements with Network Queuing to avoid call-backs by providing a message or information to the caller while on hold.
- Use Enhanced Enroute Announcements to answer the most commonly asked questions (such as URLs or promotional dates) and eliminate the need for some callers to speak to a live agent.
- Use Select Routing to activate alternative routing plans to maintain business continuity in the event of an emergency.
- Use Call Overflow to back up Toll-Free Megacom, or functionally equivalent service, calls by automatically directing them to POTS lines at the same location when the Toll-Free Megacom, or functionally equivalent service, facility is busy or the network egress line fails.
- Add Quick Call Allocator, or functionally equivalent service, in front of Next Available Agent Routing to guarantee balanced call distribution across multiple call centers, and to allow for quick changes based on the availability of each call center.

Toll-Free Features:

- Toll-Free Advanced Features: Routing routes calls to different locations or different arrangements at the same location based on specified parameters (i.e., time of day, day of week, or area code/originating country). The routing feature shall allow the SOM to use SOM resources more wisely by automatically directing calls to the proper resources.
- Control features shall allow the SOM to store and activate routing plans for back-up or disaster recovery and make real-time changes to SOM feature parameters.
- Toll-Free Advanced Features: Call Redirection shall enable the SOM to redirect toll-free calls to alternate answering locations. The post-answer Transfer Connect feature (domestic toll-free only) shall allow the SOM to transfer calls to another Contractor toll-free number, other common carrier toll-free number, or a plain old telephone service (POTS) number.
- Toll-Free Advanced Features: Announcements guides SOM callers, allowing them to reach the correct department or hear important information by following the prompts. Announcements can be customized or generic.

Intelligent Call Processing works with the Contractor's toll-free call-center products to provide the SOM with control over routing SOM incoming toll-free calls.

Integrated Contact Services (ICS), or functionally equivalent service, allows the SOM to combine SOM call center voice applications with Internet contact applications, such as email, real-time chat, and web collaboration. ICS is a managed IP-based contact center solution.

Resource Manager, or functionally equivalent service, combines SOM geographically distributed agent groups into a single virtual call center.

Toll-Free Multi-Carrier Service, or functionally equivalent service, allows the SOM to split SOM toll-free traffic between the Contractor's and other toll-free service carriers when the SOM allocates at least 20% of SOM toll-free calls to the Contractor.

Toll-Free Information Forwarding-2 (INFO-2), or functionally equivalent service, provides automatic number identification (ANI) information to SOM sites that use ISDN PRI-based dedicated service.

Customized Installation:

The State will issue an IT Engagement Statement of Work (ITE-SOW) for each customized installation work request. The State issued ITE-SOW will include content populated by the State to define the work request and be issued to the Contractor. The Contractor will adhere to the ITE-SOW process to complete the contractor response content in the ITE-SOW, and if requested, the use of additional templates or supporting materials. As defined in the State issued ITE-SOW, the Contractor will include pricing, deliverables, and delivery dates when responding to an issued ITE-SOW.

- Scope will be limited to installation services supporting this Contract.
- ITE-SOW(s) will be for fixed-priced services
- The State will issue a Purchase Order (PO) to authorize the start of work for an approved ITE-SOW.

IT Engagement Statements of Work will be valid for consideration for a minimum of 90 calendar days from the date of submission to the State.

6. Service Level Agreements

a. Contractor Business Network Toll-Free Service Availability SLA

The performance objective for the Toll-Free Service Availability SLA is a Toll-Free Service Availability percentage of 99.9%. Service is considered interrupted if calls do not complete or if noise on the line or transmission interruptions interfere with the call. In the event of an interruption affecting a covered Service Component, Contractor will route calls to the affected Toll-Free Number to one of the following alternate destinations, for the duration of the interruption:

- to a Contractor announcement - at no charge.
- to an alternate temporary Contractor Toll-Free terminating arrangement (using switched access) - non-recurring, recurring, and usage charges for the alternate terminating arrangement are waived for a period not to exceed fourteen days (unless the interruption is due to the failure or deficiency of power, equipment, systems, or services not provided by Contractor, in which case the charges are not waived); charges for associated Contractor Toll-Free Advanced Features are not waived.
- to an alternate Contractor Toll-Free Service (using switched or dedicated access) to which SOM already subscribes - SOM is responsible for the charges associated with calls to such alternate service, but a credit will be applied to the bill for the alternate service equal to the number of days the covered Service Component was interrupted (not to exceed fourteen days) times the average daily usage charges for the interrupted Service Component for the month in which the interruption occurred (no credit will be applied if the interruption is due to the failure or deficiency of power, equipment, systems, or services not provided by Contractor).

If the original routing arrangement is not restored within fourteen days, the alternate terminating arrangement will be established as a permanent terminating arrangement for that Toll-Free number and billing will resume at the rates in this Contract.

In addition, Contractor will provide a credit equal to the usage charge for the applicable call, for each individual voice call that is interrupted, provided the SOM advises Contractor of the type of service, the trouble experienced, the called number, and the time the call was placed.

Guaranteed Response Time

If Contractor fails to reroute calls in accordance with the Toll-Free Service Availability performance objective within the Guaranteed Response Time, Contractor will provide a credit equal to one month's monthly recurring charge for the interrupted Service Component. The Guaranteed Response Times are:

- for Toll-Free Calling Capabilities using switched access - 5 minutes per Toll-Free Number from the time Contractor confirms that the options described above are available to the SOM.
- for Toll-Free Calling Capabilities using dedicated access (if the SOM has not ordered Pre-Planned Service Assurance in advance of the interruption) - 30 minutes per Toll-Free Number from the time Contractor confirms that the options described above are available to the SOM.
- for Toll-Free Calling Capabilities using dedicated access (if the SOM has ordered Pre-Planned Service Assurance and selected its Preferred Alternate Routing Option in advance of the interruption) - 5 minutes per Toll-Free Number from the time the SOM contacts the Contractor repair center to report the interruption and request activation of the Pre-Planned Service Assurance.

Covered Service Components

The Toll-Free Service Availability SLA covers the following Service Components:

- Toll-Free Calling Capability using dedicated access
- Toll-Free Calling Capability using switched access

7. Reports

Business Network Long Distance Services

For the Contractor's Business Network Long Distance Services (ABN), or functionally equivalent service, several online tools shall be available through the Contractor's portal. The SOM currently uses the Contractor's Business Direct for WAN and ISP services. The tools shall include:

- Analyze and Monitor Call Data (subject to additional charges)
 - The Analyze and Monitor Call Data tool, which the SOM shall be able to access via the Contractor's portal, is a tool that shall provide the SOM with reports on the SOM's network activity. The tool shall enable the SOM to:
 - Analyze toll-free and outbound calling traffic
 - Access caller information
 - Pull data from 90 different fields of caller information
 - Access six months of call detail and 13 months of summary data
 - Build standard reports and custom reports
 - Run scheduled or ad hoc reports
 - The SOM shall be able to view SOM network activity online
 - Run a Trunk Group Activity Report – shall provide detailed call traffic and usage information (24 hours old) on the SOM's dedicated toll-free service trunks for a running 35-day window
- Analyze Toll-Free Call Attempts - Real Time (subject to additional charges)
- Analyze Voice Network Data
- Monitor & Control Voice Performance (subject to additional charges)
- Route-It, or functionally equivalent service, - enables the State to reroute both domestic and international toll-free calls from its own PC's, hands-on, in near-real-time.
- Control Toll-Free Routing

- The Contractor's Control Toll-Free Routing tool, which the SOM shall be able to access via the Contractor's portal, shall allow the SOM to reroute toll-free calls. The tool shall enable the SOM to make the following routing plan changes:
 - Change the percentages of Quick Call Allocator, or functionally equivalent service
 - Override Maximum Calls Allowed (MCA) levels at terminations
 - Override values for Maximum Calls in Queue (MCQ) and Maximum Time in Queue (MTQ)
 - Invoke an override routing plan that uses existing alternate plans
 - In addition, the SOM shall be able to:
 - View and print all active routing plans
 - View termination and label information
 - Make most changes in five minutes or less
 - Manage Accounts
- These tools also include:
 - Order Business Services
 - Outbound Feature Management
 - Report and Track Troubles
 - View and Analyze Inventory
 - View Contracts
 - View, Analyze, and Pay Your Bill

The Contractor shall monitor, collect, and process data for the reports above. The Contractor shall provide the ability to create ad hoc reports, as requested by the SOM via the portal.

The Contractor shall maintain a database of SOM service circuits.

Root Cause Analysis (RCA):

The Contractor shall provide root cause analysis (RCA) reports upon SOM request where the MTTR (ticket duration minus no access/delayed maintenance) exceeds 4 hours subject to the following limitations:

- Ticket must be closed and less than 30 days old, and
- The clearance must be related to a Contractor Facility issue or Access related outage. RCAs are not provided on tickets cleared as test okay (TOK), came clear (CC), customer premise equipment (CPE), etc.

II. Requirements

Detailed requirements for the Local, Long Distance and Toll-Free Services contract for the SOM are listed in Schedule B - Requirements. The Contractor shall provide the information requested per the instructions contained within the worksheet.

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

The Contractor shall provide, and update when changed, an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart shall show lines of authority to the next senior level of management and indicate who within the firm shall have primary responsibility and final authority for the work. The chart shall show the Account Manager and his/her place in the organization, names of managers and directors, up to the Chief Executive Officer (CEO), as of the Effective Date of the Contract.

1. Key Personnel

All Key Personnel may be subject to the SOM's interview and approval process. Any Key Personnel staff substitution shall have the prior approval of the SOM in accordance with the Contract such approval shall not be unreasonably withheld. The SOM approves the Account Manager in place as of the Effective Date of the Contract. The SOM has identified the following as Key Personnel for this SOW:

- Account Manager/Single Point of Contact (SPOC)

Contractor shall provide an Account Manager/SPOC to interact with the designated personnel from the SOM to ensure a smooth transition to the new contract. The Account Manager shall coordinate all of the activities of assigned Contractor personnel and create all reports required by the SOM. The Account Manager responsibilities shall include, at a minimum:

- The Account Manager must act as the Single Point of Contact (SPOC) for any issue related to the issued contract
- Escalation point for contract issues, risks, and other concerns
- Utilize Contract Change Management
- Communicate on order and delivery status and issues
- Route calls or requests to the appropriate resource
- Manage resolution of order and delivery issues
- Provide information on business processes for using the contract
- Manage all defined Contractor responsibilities in this Scope of Services
- Manage and report on the project's budget
- Process all submitted SOW requests and deliver detailed service and price proposals
- Deliver all contract required reports on product and service delivery, and SLA compliance
- Facilitate dispute resolution, including any invoice concerns
- Advise the SOM of performance under the terms and conditions of the Contract

B. On Site Work Requirements

Location of Work

From time to time, the SOM may request that work be performed at SOM-owned or leased facilities.

1. Hours of Operation:

- a. Normal SOM working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The SOM is not obligated to provide SOM management of assigned work outside of normal SOM working hours. The SOM reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as SOM employees. The SOM does not compensate for holiday pay.

2. Travel:

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the SOM by Contractor.
- b. Travel time will not be reimbursed.

1.202 SOM STAFF, ROLES, AND RESPONSIBILITIES

The SOM project team will consist of Executive Sponsors, project support, and a DTMB project manager.

Executive Sponsors

The Executive Sponsors represent the DTMB executive team by providing the vision for the contract, securing departmental support for the contract, and providing high level direction to the team.

The SOM's Executive Sponsors will provide the following services:

- Act as a vocal and visible champion within the SOM.
- Provide high level direction to the team.
- Keep abreast of major contract activities and performance.
- Make important decisions related to scope and direction.
- Solicit the SOM resources necessary for the contract.

Name	Agency/Division	Title	Phone/e-mail
David Wilson	DTMB Network and Telecommunications Services	Director	(517) 241-0257 WilsonD7@michigan.gov

Contract Compliance Manager

DTMB will assign a Contract Compliance Manager who will be responsible for the SOM's infrastructure and coordinate with the Contractor in determining the system configuration.

The SOM's Contract Compliance Manager will provide the following services:

- Collect information necessary to monitor each Contractor's performance against SLA requirements
- Attend periodic meetings to review each Contractor's deliverables and metrics
- Facilitate communication between each Contractor and SOM departments/divisions
- Conduct regular and ongoing reviews of each Contractor's performance
- Make key implementation decisions, as identified by each Contractor's Bills of Materials and Project Plans

Name	Agency/Division	Title	Phone/e-mail
TBD	DTMB	TBD	TBD

SOM Project Manager – for the Transition and other projects, as needed

The SOM's Project Manager must provide the following services:

- Coordinate the SOM resources necessary for the project.

- Provide acceptance and sign-off of deliverable/milestone and invoices.
- Collect information necessary to monitor the Contractor's performance against SLA requirements.
- Attend periodic meetings to review the Contractors' deliverables and metrics.
- Escalate outstanding/high priority issues.
- Utilize change control procedures and resolve transition project-related issues.
- Conduct regular and ongoing reviews of the transition project.
- Document and archive all important project decisions.
- Provide status updates to compliance manager and executive sponsors.

Name	Agency/Division	Title	Phone/e-mail
TBD	DTMB	SOM Project Manager	TBD

DTMB Contract Administrator

DTMB will assign a Contract Administrator who will manage post contractual activities which include but are not limited to:

- Negotiating or clarifying contractual provisions.
- Approving amendments to or extensions of the Contract.
- Participating in scheduled reviews of Contract milestones and deliverables.
- Resolving Contract issues between the SOM and the Contractor.
- Verifying that all contractual activities are complete prior to contract close out.
- Document and archive all important contract decisions.

Name	Agency/Division	Title	Phone/e-mail
Michael Breen	DTMB Purchasing	SOM Buyer	517-241-7720 breenm@michigan.gov

1.203 OTHER ROLES AND RESPONSIBILITIES

1.300 Project Plan

1.301 CONTRACT MANAGEMENT

A. Orientation Meeting

Within 10 business days after contract signing, the Contractor may be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting must be held in Lansing, Michigan, at a date and time mutually acceptable to the SOM and the Contractor. The SOM shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings

The SOM requires the Contractor to attend monthly meetings, at a minimum, to review performance under the Contract and monthly monitoring reports. The meetings must be held in Lansing, Michigan, or by teleconference, as mutually agreed by the SOM and the Contractors.

C. Contract Control

1. The Contractor shall carry out this project under the direction and control of the DTMB Network and Telecommunications Services Division.

1.302 RESERVED

1.400 Project Management

The obligations in this Section 1.400 (including 1.401 through 1.403) apply only in the event the parties mutually agree on a project-specific basis and such obligations are specifically identified in a fully executed SOW.

The Contractor shall assign a Project Manager to oversee major service implementations. The Project Manager's contact information must be provided to the State when any Major Service Implementation is initiated.

The Contractor's ITE-SOW must include:

- Project Objective
- Scope of Work
- Design, if required by the State
- Deliverables
- Acceptance Criteria
- Payment by accepted milestone
- Agency Responsibilities and Assumptions
- Escalation Plan
- Work Breakdown Structure

Note: Before a project can commence, the State must approve the project plan, which must include the Contractor's SOW, to-be built design and a price quote based on deliverables.

1.401 ISSUE MANAGEMENT

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

The Contractor shall maintain an issue log for issues relating to the provision of services under this Contract. The issue management log must be communicated to the State's Contract Compliance Manager on an agreed-upon schedule, with email notifications and updates. The issue log must be updated and, at a minimum, must contain the following elements:

- Description of issue
- Issue identification date
- Responsibility for resolving issue
- Priority for issue resolution (to be mutually agreed-upon by the State and the Contractor)
- Resources assigned responsibility for resolution
- Resolution date
- Resolution description

The Contractor shall work with the SOM to provide an escalation plan within 20 business days of contract execution. The escalation plan must include contact information of the appropriate personnel to be notified in the event an issue needs to be escalated. Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Contract Compliance Manager
Level 2 – DTMB Network and Telecommunications Service Manager
Level 3 – Infrastructure Services General Manager
(Note: Names must be defined at the Kickoff meeting.)

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have an impact on the project.

The Contractor is ultimately responsible for establishing a risk management plan and process. The plan will include the identification and recording of risk items, prioritization of risks, definition of mitigation strategies, monitoring of risk items, and periodic risk assessment reviews with the SOM.

A risk management plan format shall be submitted to the SOM for approval within twenty (20) business days after the effective date of the contract resulting from the RFP. The risk management plan must be developed during the initial planning phase of the project, and be in accordance with the SOM's PMM (Suite) methodology. Once both parties have agreed to the format of the plan, it shall become the standard to follow for the duration of the contract. The plan must be updated bi-weekly by the Contractor.

The Contractor shall provide the tool to track risks. The Contractor shall work with the SOM and allow input into the prioritization of risks.

The Contractor is responsible for identification of risks for each phase of the contract/project and reporting to the SOM Project Manager. Mitigating and/or eliminating assigned risks must be the responsibility of the Contractor. The SOM must assume the same responsibility for risks assigned to them.

1.403 SERVICE CHANGE MANAGEMENT

Service change management is defined as the process to communicate, assess, monitor, and control all changes to system resources, services and processes.

The Contractors must employ the change control methodologies to notify the SOM of any changes that may adversely affect service performance or availability.

The Contractor shall comply based on a mutually agreed upon Scope of Work and any associated pricing. The Contractor shall use a change order process to make any required adjustments to the applicable Scope of Work. Any service related changes during the term of the Agreement shall be mutually negotiated between the Contractor and the SOM.

The Contractor shall work with the SOM's Contract Administrator and Buyer on any changes to the contract. The Contractor shall document and submit out-of-scope requests to the SOM for approval. The Contractor shall not perform any new work pertaining to the change until the contract change notice is approved.

The SOM and Contractor will complete a periodic review, not to exceed once every eighteen (18) continuous months, of all services and metrics in scope for this contract. Any contract changes resulting in an increase in costs for in scope services will only be considered at this periodic review.

1.500 Acceptance

1.501 CRITERIA

The following is standard acceptance criteria for document deliverables. Any other specific criteria are identified in Section 1.104 Work and Deliverables.

Document Deliverables Process

1. Documents are dated and in electronic format, compatible with State of Michigan software.
2. Draft documents are not accepted as final deliverables.
3. The documents must be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
4. DTMB must review documents within a mutually agreed-upon timeframe.
 - a. Approvals must be written and signed by DTMB Project Manager.
 - b. Issues must be documented and submitted to the Contractor.

- c. After issues are resolved or waived, the Contractor shall resubmit documents for approval within 30 days of receipt.

1.502 FINAL ACCEPTANCE

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the State that the Contractor has met the defined requirements.

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

1. Firm, fixed price
 - Pricing will be in accordance with Schedule C – Pricing Tables.
 - Contractor(s) will submit monthly invoices for products and services delivered with documentation to explain all components of the billing as referenced in this Section (Invoicing).
2. For approved Time and Materials (T&M) work:
 - Contractor will provide a process for acquiring optional services on a time and materials basis.
 - Firm, fixed unit rates for T&M work to be provided with project proposal.
 - Contractor will submit monthly invoices for time and material services.
3. The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to the Contract (and any future amendments of it) must be defined and described in detail in an Attachment or Purchase Orders (PO) executed under the Contract. Contractor shall not be obliged or authorized to commence any work to implement an ITE-SOW until authorized via a PO issued against the Contract. Contractor shall perform in accordance with the Contract, including the ITE-SOW(s)/Purchase Orders executed under it.

Method of Payment

The Contractors will be paid by the methods listed in the Contract. Where Pricing for Services is not included in Schedule C - Pricing, such Services shall be priced in accordance with Attachment D - Contractor Pricing Schedules.

Travel

The SOM will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time must not be reimbursed.

Invoicing

The Contractor will be required to provide, through an electronic delivery method, each of its invoices directly to the SOM's third-party billing agent for all SOM services delivered by or through the Contractor. The Contractor will submit properly itemized invoices to "Bill to" Address on Purchase Order, including:

- Invoice Date
- Previous Period Payment Amount and Date
- Contract Number
- A Single SOM Purchase Order Number
- Account Number
- Service Order Number and/or Item Codes
- Contractor name, address, phone number
- Individual Service Description
- Description of any commodities/hardware, including quantity ordered

- Date(s) of delivery and/or date(s) of installation and set-up
- Start and end dates for the period
- Price for each item, or Contractor's list price for each item and applicable discounts
- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price
- Call Detail Records, including origination and termination numbers, start times, length of call (minutes of use), location (e.g. city and state), called party ID
- Payment terms, including any available prompt payment discount
- Any regulatory fee(s) and Surcharge(s) per Section 2.041

Billing for service components or features begins on the day the service component or feature is made available for use by SOM (which shall be considered the Service Activation Date). Billing shall commence at a site as of the Service Activation Date regardless of the function of the site in a SOM network. Charges for services of less than one (1) month's duration shall be prorated.

Expedite fees must be delineated on the Contractor's invoice. Upon request, the service provider must provide the name of the SOM requestor who approved the fees and respective supporting documentation.

Trouble or repair charges must be clearly identified in the same manner as any other service as to description, rate, etc. Any service outage not caused by the SOM must be credited.

The Contractor shall provide Call Detail records to the SOM and/or the SOM's designated third-party agent. Calls shall be clearly delineated on the invoice by time, length, number and location called. The Contractor shall split out any higher-capacity services amongst multiple accounts (agencies) as defined by the SOM. The Contractor shall be able to aggregate multiple sites into a single invoice for the SOM and/or invoice individual sites/SOM agencies separately as directed by the SOM. The Contractor shall invoice each Dialed Number Identification Service separately. Invoice format must clearly define the type and quantity of services provided.

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Schedule B – Requirements

A	B	C	D	E
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Schedule B Yes (Y) No (N) With Modifications (W)	Comments
Local Services				
1.0	The Contractor must offer Measured Business Lines and features.	M	Y	
2.0	The Contractor must offer Direct Inward Dialing (DID) lines and numbers.	M	Y	
3.0	The Contractor must offer Direct Outward Dialing (DOD) lines and numbers.	M	Y	
4.0	The Contractor shall offer Foreign Exchange Lines.	E	Y	
5.0	The Contractor shall offer Off Premise Extensions.	E	Y	
6.0	The Contractor must offer ISDN Primary Rate Interface (PRI).	M	Y	
7.0	The Contractor must offer ISDN Basic Rate Interface (BRI).	M	Y	No new orders accepted.
8.0	The Contractor shall offer Session Initiated Protocol (SIP) trunking for both incoming and outgoing voice traffic.	E	Y	
9.0	The Contractor shall offer Optical Carrier (OC) level (X) service.	E	N	Product discontinued.
9.1	The Contractor shall offer Digital Signal Level Zero (DS0) service.	E	Y	No new orders accepted.
9.2	The Contractor shall offer Digital Signal Level One (DS1) service.	E	Y	
9.3	The Contractor shall offer Digital Signal Level Three (DS3) service.	E	Y	
10.0	The Contractor shall provide number portability for telephone numbers transitioned to any carrier designated by the SOM.	E	Y	

A	B	C	D	E
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Schedule B Yes (Y) No (N) With Modifications (W)	Comments
11.0	The Contractor must reserve and make available dedicated phone numbers for SOM use.	M	Y	
12.0	The Contractor shall be able to block any collect calls or 3rd party calls.	E	Y	
12.1	At the SOM's request, the Contractor shall be able to allow collect calls or 3rd party calls.	E	Y	
13.0	The Contractor must provide caller identification services, including caller name and number.	M	Y	
14.0	The Contractor shall provide automatic call distribution services that provide call queuing, holding calls until a trunk is available.	E	Y	
15.0	The Contractor shall provide a feature that determines the route a call will take based upon predetermined rules and variables.	E	Y	
15.1	The routing feature shall allow the routing patterns to be changed as a function of time of day	E	Y	
16.0	The Contractor shall provide the ability for an end user to answer any call within an associated preset pickup group.	E	Y	
17.0	The Contractor must restrict all SOM office lines with line equipment from dialing 900 and/or 976 calls unless the SOM requests that the restrictions be removed.	M	Y	
18.0	The Contractor shall provide hardware, software and/or services that are ADA compliant.	E	Y	
18.1	The Contractor shall either partner with such a service to make the hardware, software or services available to the state, or provide directly.	E	Y	

A	B	C	D	E
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Schedule B Yes (Y) No (N) With Modifications (W)	Comments
Local Long Distance and Toll-Free Services				
19.0	The Contractor must provide Intrastate, Interstate and International Long Distance Service throughout the state via switched and dedicated facilities.	M	Y	
20.0	The Contractor must be able to block collect calls or 3rd party calls.	M	Y	
20.1	At the SOM's request, the Contractor must be able to allow collect calls or 3rd party calls.	M	Y	
21.0	The Contractor must provide Intrastate, Interstate and International Long Distance operator services either directly or through its subcontractors 24x7x365.	M	Y	
22.0	The Contractor must provide Domestic Toll Free service, which shall be available from anywhere in the continental United States, Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands to anywhere in the United States.	M	Y	
23.0	The Contractor must provide Domestic Toll Free service offered with both switched and dedicated services.	M	Y	
24.0	The Contractor must provide a routing service that will allow the SOM to have calls routed to different terminating locations based on the time of day a call is placed, the day of week a call is placed, and on the day of year a call is placed.	M	Y	
25.0	The Contractor must provide the ability to route calls to multiple different terminating locations based upon a State designated percentage distribution.	M	Y	

A	B	C	D	E
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Schedule B Yes (Y) No (N) With Modifications (W)	Comments
26.0	The Contractor must provide Dialed Number Identification Service that identifies the specific toll-free number among multiple toll-free numbers terminating on the same Dedicated Access Line/T-1.	M	Y	
27.0	The Contractor shall be able to configure call routing.	E	Y	
28.0	The Contractor shall provide the ability to send overflow calls to a pre-determined terminating location.	E	Y	
29.0	The Contractor shall provide overflow routing for dedicated access that will include multiple dedicated route choices with the ability to route to a final switched terminating location.	E	Y	
30.0	The Contractor shall be able to reroute a number to another available switched or dedicated location after notification from the SOM.	E	Y	
31.0	The Contractor shall provide the ability to route calls to a new location if the original location is either busy or in a no answer condition.	E	Y	
32.0	The Contractor shall provide the ability to route calls based on originating call location.	E	Y	
33.0	The Contractor shall provide the ability for calls to terminate to multiple trunk groups in a single voice switch.	E	Y	
34.0	The Contractor's international toll free service shall allow the SOM to originate toll free calls from outside the domestic United States and from the Contractor's extended call coverage locations, which should include Canada, Alaska, Hawaii, Puerto Rico, Guam, and US Virgin Islands.	E	Y	

A	B	C	D	E
Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Schedule B Yes (Y) No (N) With Modifications (W)	Comments
35.0	The Contractor shall provide the ability for callers to select where the call terminates via pre-recorded messages and touch tone options.	E	Y	
36.0	The Contractor shall allow the SOM to block calls from telephones identified as payphones.	E	Y	
37.0	The Contractor shall be able to route SOM toll free numbers at the national 800/SMS database level to more than one carrier's network.	E	Y	
38.0	The Contractor shall be able to block and/or reroute calls from specific originating areas defined by LATA, NPA, NAP/NXX, 10-digit ANI or state.	E	Y	
39.0	The Contractor shall provide the SOM the ability to transfer calls (calling party) to other locations during the same call.	E	Y	
40.0	The Contractor shall provide number portability for telephone numbers transitioned to any carrier designated by the SOM.	E	Y	

Schedule C – Pricing

Table 1

Local Services Pricing

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
1.	Service Ordering					
	Pre-Sales Support	N/A	N/A	Reserved	Reserved	
	1 MB / POTS	Per line	\$18.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	Centrex	Per Line	\$18.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities. Existing locations only. No new orders accepted for new service locations.
	Business Trunk/PBX Trunk	Per DID Trunk	\$18.00	\$75.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	Local calls-	Per Outgoing Call	\$0.09	\$0.00		
	ISDN PRI Measured	Per Circuit	\$400.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	PRI Measured Local Calls	Per Call	\$0.09	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	ISDN PRI Unlimited Local Calls	Per Circuit	\$460.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	ISDN PRI DID	Per Number	\$0.20	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	ISDN BRI Network Access Line	Per Line	\$14.57	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	ISDN BRI Alternate CSV/CSD Per B Channel	Per Channel	\$7.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	ISDN BRI Direct Service	Per Line	\$5.25	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	2 Wire LDC analog	Per LDC	\$536.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	4 Wire LDC analog	Per LDC	\$764.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Channel Mile Term Analog	Per Mile Term	\$268.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	Channel Miles Analog	Per Mile	\$20.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	DSO LDC	Per LDC	\$801.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	DSO Channel Mile Term	Per Mile Term	\$125.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	DSO Channel Miles	Per Mile	\$12.00	N/A		Rates are fixed for up to 1 year from Contract Effective Date for State of Michigan only. No new orders accepted.
	DS-1	Per Local Distribution Channel	\$112.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	Chanel Miles DS-1	Per Mile	\$14.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	Channel Term DS-1	Per Side	\$34.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	CO Mux DS-1	Per Local Distribution Channel	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	DS3 Zone 1	Per Local Distribution Channel	\$1375.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	DS3 Zone 2	Per Local Distribution Channel	\$1425.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	DS3 Zone 3	Per Local Distribution Channel	\$1550.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	Channel Term DS3 All Zone	Per Side	\$315.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	Channel Miles DS3 All Zone	Per Mile	\$95.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	CO MUX DS3 All Zones	Per Circuit	\$540.60	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	CYA1X / System Charges, 2 - 50 lines, per system / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	A82 / UCD, per line equipped / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	AKG1X / Authorization Codes, Initial 100 count / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	AQA / QUEUE SLOTS / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	AQDPS / ACD - BASIC, PER SYSTEM / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	AQJPG / ACD - DELUXE, PER ACD GROUP / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	AR9 / ARS Basic, Initial Pattern / EWSD	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	BSB1X / Alternate Circuit Switched Voice/Circuit Switched Data, per B channel / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	MA8 / Multiple Appearance Directory Number, / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	RKQ / Central Office Recorded Announcement, per announcement / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	NSD / CALLER ID - 12-19 LINE / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	RSD / Ameritech Call Detail Recording Service, service establishment and basic call detail reporting service, per customer / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	SMQPS / Ameritech Centrex Message Signal Interface (ACMSI), per system 1200 baud / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	SOT / Secondary Directory Telephone Number, each / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	UQZPG / Uniform Call Distribution with queuing, per UCD group / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	ZCFPR / DATAPATH CRITICAL RESTORATION, PER DATAPATH LINE / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
	ZNZ / ISDN NATL CTX STATION - 2+ COMMIT / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	ZDMDB / DO NOT DISTURB, PER LINE / DMS	Per Unit	\$0.00	\$0.00		Rates are fixed for 3 years from Contract Effective Date. Not available to E-Rate Eligible Entities.
2.	Optional Services					
	Please see Tables 3a, 3b, and 3c below for Optional Service pricing.					

Table 2
Long Distance and Toll-Free Service Pricing

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
1.	Service Ordering					
	Pre-Sales Support	N/A	N/A	<i>Reserved</i>	<i>Reserved</i>	
	Long Distance Voice Service					
	Toll-Free Voice Service					
	Michigan / Outbound / Switched	30 seconds, then 1 second increments	\$0.0202			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Michigan / Outbound / Loyalty / (On-Net to On-Net)	30 seconds, then 1 second increments	\$0.0198			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Michigan / Outbound / Dedicated	30 seconds, then 1 second increments	\$0.0202			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Michigan / Inbound / Switched	30 seconds, then 1 second increments	\$0.0202			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Michigan / Inbound / Loyalty / (On-Net to On-Net)	30 seconds, then 1 second increments	\$0.0198			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Michigan / Inbound / Dedicated	30 seconds, then 1 second increments	\$0.0202			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Toll Free Services					Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Standard / LD PRI / per D Channel – Dedicated LD Access		\$199.68			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Dedicated Traditional Toll Free Service and IP Toll-Free					Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free / N/A / Inbound / Intrastate / Michigan	Per Minute	\$0.0091			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free / N/A / Inbound / Interstate / US Nationwide	Per Minute	\$0.0150			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced Toll Free Services (Available on Traditional Toll Free and IP Toll Free)					
	Standard / Megacom MRC / Per Routing Arrangement		\$50.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Standard / Readyline MRC / Per Routing Arrangement		\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Standard / Toll-Free INFO-2 (ANI) / per calling number		\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Standard / Toll-Free INFO-2 (ANI), without PRI Interface / Per Routing Arrangement		\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Announcement Features - Generic and Basic Announcements	Per Announcement Played	\$0.0497			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Announcement Features - Generic and Basic Announcements	Per Minute of Announcement Played - (Measured in 6 sec incr)	\$0.0498			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Announcement Features Enhanced Announcements	Per Announcement Played	\$0.0497			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Announcement Features Enhanced Announcements	Per Minute of Announcement Played - (Measured in 6 sec incr)	\$0.0498			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Announcement Features Enhanced Announcements	Monthly - Storage Charge per announcement	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Advanced - Classic / Alternate Destination Routing (ADR)	For Each Call routed to an Alternate Destination	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Alternate Destination Routing (ADR)	Monthly service charge	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Next Available Agent Routing	Maximum Monthly Usage Charge	\$1,000.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Next Available Agent Routing	For each redirected call	\$0.0300			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Network Queuing	For each 6 sec or fraction held in Queue	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Network Queuing	Per Queue Slot	\$10.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Transfer Connect - Courtesy Transfer	Per Redirection Attempt	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Transfer Connect - Courtesy Transfer	Per Completed Call	\$0.0300			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Advanced - Classic / Transfer Connect - Consult and Transfer	Per Redirection Attempt	\$0.4000			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Transfer Connect - Consult and Transfer	Per Completed Call	\$0.0500			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Transfer Connect - Conf and Transfer	Per Redirection Attempt	\$0.4500			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Transfer Connect - Conf and Transfer	Per Completed Call	\$0.0497			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Intelligent Call Processing (ICP)	Per Call Attempt	\$0.0300			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Feature Package-II / Includes unlimited use of all routing features for each toll free number		\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Classic / Transfer Connect	Per Redirection to non toll-free termination / Per Second	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Advanced - Per Call / Per Call Package / Includes Announcement Features; Routing Features; Call Redirection Features; Select Routing		\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Per Call Feature / Includes Announcement Features; Routing Features; Call Redirection Features; Select Routing		\$0.0504			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Transfer Connect - Courtesy Transfer	Per Redirection Attempt	\$0.0497			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Transfer Connect - Courtesy Transfer	Per Call Minimum Charge	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Transfer Connect - Consult & Transfer	Per Redirection Attempt	\$0.0496			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Transfer Connect - Consult & Transfer	Per Call Minimum Charge	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Transfer Connect - Conference & Transfer	Per Redirection Attempt	\$0.0496			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Advanced - Per Call / Transfer Connect - Conference & Transfer	Per Call Minimum Charge	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advanced - Per Call / Transfer Connect - Per Redirection to non toll-free termination	Per Second	\$0.00			Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

Table 3a
Voice Transformation Roadmap Pricing – UC Voice

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: SIP Trunking is a pre-requisite service for UC Voice. Please see Table 3b below for IP Flexible Reach pricing.					
1.	Service Ordering					
	Pre-Sales Support	N/A	N/A	Reserved	Reserved	
	UC Voice Essential	Per Month, Per Seat License	\$6.83	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Essential Plus	Per Month, Per Seat License	\$9.14	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Classic	Per Month, Per Seat License	\$11.26	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Enhanced	Per Month, Per Seat License	\$14.81	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Advance E911	Per Feature	\$1.00	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
NOTE: SIP Trunking is a pre-requisite service for UC Voice. Please see Table 3b below for IP Flexible Reach pricing.						
	PBX Integration Point (PIP)	Per Feature	\$3.99	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Attendant Console	Per Feature	\$36.50	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Paging over the Phone	Per Feature	\$200.00	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Collaboration Edge	Per Feature	\$1.25	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Federation –Basic	Per Named User	\$1.76	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Federation –Calendar	Per named User	\$0.78	TBD-Per instance cost per design		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

Table 3b
Voice Transformation Roadmap Pricing – UC Services Bundle

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	UC Voice Essential Bundle: UC License, UC Hardware, UC Installation ^(A)	Per Month, Per Seat	\$10.41	\$0.00		(A) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Essential Bundle: Centralized SIP Trunking and Centralized AVPN Transport ^(A)	Per Month, Per Seat	\$2.03	\$0.00		(A) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Essential Plus Bundle: UC License, UC Hardware, UC Installation ^(B)	Per Month, Per Seat	\$12.72	\$0.00		(B) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	UC Voice Essential Plus Bundle: Centralized SIP Trunking and Centralized AVPN Transport ^(B)	Per Month, Per Seat	\$2.03	\$0.00		^(B) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Classic Bundle: UC License, UC Hardware, UC Installation ^(C)	Per Month, Per Seat	\$12.93	\$0.00		^(C) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Classic Bundle: Centralized SIP Trunking and Centralized AVPN Transport ^(C)	Per Month, Per Seat	\$2.03	\$0.00		^(C) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	UC Voice Enhanced Bundle: UC License, UC Hardware, UC Installation ^(D)	Per Month, Per Seat	\$17.66	\$0.00		^(D) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Voice Enhanced Bundle Centralized SIP Trunking and Centralized AVPN Transport ^(D)	Per Month, Per Seat	\$2.03	\$0.00		^(D) Must be purchased together. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	UC Advanced E911	Per Month Per Feature	\$1.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	PBX Integration Point (PIP)	Per Month Per Feature	\$3.99	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	Attendant Console - Standard	Per Month Per Feature	\$36.50	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Group Announcements Basic 1-50 User Blocks	Per Month Per Feature	\$200.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	Collaboration Edge 1000+ Users / Per User	Per Month Per Feature	\$1.25	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	6901 Cisco IP Telephone with 8x5 NBD Maintenance	Per Month Per Phone	\$1.97	\$0.00		Only available when purchased with Bundles (A), (B), (C), or (D). Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	7821 Cisco IP Telephone with 8x5 NBD Maintenance	Per Month Per Phone	\$3.57	\$0.00		<p>Only available when purchased with Bundles (A), (B), (C), or (D).</p> <p>Rates are fixed from Contract Effective Date for Contract Term including any renewal year options.</p> <p>Not available to E-Rate Eligible Entities.</p>
	7841 Cisco IP Telephone with 8x5 NBD Maintenance	Per Month Per Phone	\$4.76	\$0.00		<p>Only available when purchased with Bundles (A), (B), (C), or (D).</p> <p>Rates are fixed from Contract Effective Date for Contract Term including any renewal year options.</p> <p>Not available to E-Rate Eligible Entities.</p>
	8831 Cisco IP Telephone with 8x5 NBD Maintenance	Per Month Per Phone	\$19.62	\$0.00		<p>Only available when purchased with Bundles (A), (B), (C), or (D).</p> <p>Rates are fixed from Contract Effective Date for Contract Term including any renewal year options.</p> <p>Not available to E-Rate Eligible Entities.</p>

Table 3c
Voice Transformation Roadmap Pricing
IP Flexible Reach and IP Toll-Free

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.						
1.	Service Ordering					
	IP Flexible Reach Calling Plan A	Per Concurrent Call	\$5.00	\$0.00		Calling Plan A includes: <ul style="list-style-type: none"> • Unlimited On-Net Calling, • U.S. Off-Net Calling for a single per minute rate, and • International Off-Net Calling at per minute rates based on the country called. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Calling Plan B	Per Concurrent Call	\$7.50	\$0.00		Calling Plan B includes, in addition to what is included in Calling Plan A: <ul style="list-style-type: none"> • Unlimited Local Calls, • Directory Assistance, Operator Services, and Directory Listing at per use or per number rates. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.						
	IP Flexible Reach Calling Plan C	Per Concurrent Call	\$10.25	\$0.00		Calling Plan C includes, in addition to what is included in Calling Plan B: • 300 minutes of included Interstate and Intrastate Toll U.S. Off-Net Calling per month per Concurrent Call provisioned Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Calling Plan Setup Fee	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Standard Telephone Numbers	Per Number	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Virtual Telephone Numbers	Per Number	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Enhanced Features	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Offnet LD Interstate	Per Minute	\$0.0190	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flexible Reach Offnet LD Intrastate	Per Minute	\$0.0190	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.						
	IP Flexible Reach VoIP Module Card	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach VoIP Module Card MIS T1 VoMIS48 25 to 48 CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach VoIP Module Card MIS T1 VoMIS12 12 or less CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach VoIP Module Card MIS T3 up to 230 CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Calling Plan (Domestic) Plan A United States	Per Concurrent Call	\$5.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Calling Plan (Domestic) Plan B United States	Per Concurrent Call	\$7.50	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Calling Plan (Domestic) Plan C United States	Per Concurrent Call	\$10.50	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Calling Plan Setup (Domestic) Setup fee United States	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Flex Reach AVPN Telephone Numbers (Domestic) Standard numbers United States	Per Number	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Telephone Numbers (Domestic) Virtual numbers United States	Per Number	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Concurrent Call Change Charge United States	Per Change Occurrence	\$0.00	\$125.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Dial Plan Change Charge United States	Per Change Occurrence	\$0.00	\$125.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Help Desk Service United States	Per Site	\$5.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Probe Setup Fee United States	Per Site	\$0.00	\$500.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Small Managed Probe\$0.00LAN router United States	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Flex Reach AVPN Probe Charge (Domestic) Medium Managed Probe\$0.00LAN router United States	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Large Managed Probe\$0.00LAN router United States	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN Probe Charge (Domestic) Extra Large Managed Probe LAN router United States	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN TDM Gateway Card Service Activation (Plan A)	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN TDM Gateway Card Service Activation (Plan B)	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN TDM Gateway Card Service Activation (Plan C)	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN VoIP Adapter (SBC) Service Establishment Calling Plan A	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Flex Reach AVPN VoIP Adapter (SBC) Service Establishment Calling Plan B	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN VoIP Adapter (SBC) Service Establishment Calling Plan C	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN VoIP Adapter (SBC) Integrated Router Calling Plan A	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN VoIP Adapter (SBC) Integrated Router Calling Plan B	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Flex Reach AVPN VoIP Adapter (SBC) Integrated Router Calling Plan C	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Calling Plan Calling Plan G	Per Concurrent Call	\$0.00	\$0.00		IP Toll-Free Only. All Advanced Toll Free Services listed in Table 2 are available with Calling Plan G. Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Setup Site Setup Fee	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Features IP InfoPack IP InfoPack Standard	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect Set Up	Per Site	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect with Data Forwarding 0-5,000	Per Redirect Attempt	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect with Data Forwarding 10,001+	Per Redirect Attempt	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect with Data Forwarding 5,001 \$0.00 10,000	Per Redirect Attempt	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect without Data Forwarding 0 - 5,000	Per Redirect Attempt	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect without Data Forwarding 10,001+	Per Redirect Attempt	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Features IP InfoPack Redirect without Data Forwarding 5,001 \$0.00 10,000	Per Redirect Attempt	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Features Transfer Connect Courtesy Transfer	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free VoIP Module Card MIS T3 up to 230 CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free VoIP Module Card MIS T1 VoMIS12 12 or less CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free VoIP Module Card MIS T1 VoMIS24 13 to 24 CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free VoIP Module Card MIS T1 VoMIS48 25 to 48 CC	Per Concurrent Call	\$0.00	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate US Nationwide	Billed Minutes	\$0.0150	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Canada	Billed Minutes	\$0.0203	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Alabama	Billed Minutes	\$0.0150	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Inbound Interstate Alaska	Billed Minutes	\$0.0418	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Arizona	Billed Minutes	\$0.0255	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Arkansas	Billed Minutes	\$0.0248	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate California	Billed Minutes	\$0.0112	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Colorado	Billed Minutes	\$0.0217	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Connecticut	Billed Minutes	\$0.0108	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Delaware	Billed Minutes	\$0.0251	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Florida	Billed Minutes	\$0.0178	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.						
	IP Toll Free Inbound Interstate Georgia	Billed Minutes	\$0.0162	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Hawaii	Billed Minutes	\$0.0170	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Idaho	Billed Minutes	\$0.0279	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Illinois	Billed Minutes	\$0.0083	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Indiana	Billed Minutes	\$0.0135	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Iowa	Billed Minutes	\$0.0320	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Kansas	Billed Minutes	\$0.0155	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Kentucky	Billed Minutes	\$0.0201	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.						
	IP Toll Free Inbound Interstate Louisiana	Billed Minutes	\$0.0135	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Maine	Billed Minutes	\$0.0142	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Maryland	Billed Minutes	\$0.0139	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Massachusetts	Billed Minutes	\$0.0121	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Michigan	Billed Minutes	\$0.0091	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Minnesota	Billed Minutes	\$0.0225	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Mississippi	Billed Minutes	\$0.0130	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Missouri	Billed Minutes	\$0.0318	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Inbound Interstate Montana	Billed Minutes	\$0.0271	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Nebraska	Billed Minutes	\$0.0195	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Nevada	Billed Minutes	\$0.0228	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate New Hampshire	Billed Minutes	\$0.0186	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate New Jersey	Billed Minutes	\$0.0170	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate New Mexico	Billed Minutes	\$0.0304	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate New York	Billed Minutes	\$0.0180	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate North Carolina	Billed Minutes	\$0.0232	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Inbound Interstate North Dakota	Billed Minutes	\$0.0385	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Ohio	Billed Minutes	\$0.0095	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Oklahoma	Billed Minutes	\$0.0165	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Oregon	Billed Minutes	\$0.0225	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Pennsylvania	Billed Minutes	\$0.0172	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Puerto Rico	Billed Minutes	\$0.0318	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Rhode Island	Billed Minutes	\$0.0127	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate South Carolina	Billed Minutes	\$0.0188	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Inbound Interstate South Dakota	Billed Minutes	\$0.0444	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Tennessee	Billed Minutes	\$0.0150	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Texas	Billed Minutes	\$0.0180	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Utah	Billed Minutes	\$0.0159	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Vermont	Billed Minutes	\$0.0201	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Virginia	Billed Minutes	\$0.0201	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Virgin Islands	Billed Minutes	\$0.0201	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Washington	Billed Minutes	\$0.0208	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

No.	Category	Unit Type	Recurring Charges	Non-Recurring Installation Charges	Expedite Fees	Comments
	NOTE: AVPN transport is a pre-requisite service for IP Flexible Reach. Please see AT&T WAN Contract #071B5500011 for pricing.					
	IP Toll Free Inbound Interstate Washington DC	Billed Minutes	\$0.0114	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate West Virginia	Billed Minutes	\$0.0180	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Wisconsin	Billed Minutes	\$0.0150	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.
	IP Toll Free Inbound Interstate Wyoming	Billed Minutes	\$0.0195	\$0.00		Rates are fixed from Contract Effective Date for Contract Term including any renewal year options. Not available to E-Rate Eligible Entities.

Terms and Conditions

2.000 Terms and Conditions

2.001 CONTRACT TERM

This Contract is for a period of five (5) years beginning November 1, 2016 through October 31, 2021. All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in Section 2.150 of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued.

2.002 OPTIONS TO RENEW

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to 5 additional 1 year periods.

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB Procurement. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS

Overview of Documents. Subject to Section 2.006, these Terms and Conditions and the following additional documents are incorporated in their entirety and form part of this Contract.

- 1) Schedule A (Statement of Work)
 - a) Attachment A – Service Guides and Guidebooks for Local Services
 - i) Contractor's Service Guides and Guidebooks, effective as of September 27, 2016, are attached and are subject to change.
 - b) Attachment B - Service Guides and Guidebooks for Long Distance Services
 - i) Contractor's Service Guides and Guidebooks, effective as of September 27, 2016, are attached and are subject to change.
 - c) Attachment C – AUP
 - i) Contractor's Acceptable Use Policy ("Contractor's AUP"). As of the Effective Date, the Contractor's AUP is attached to this Contract and incorporated herein as Attachment C and governs use of the network by the State. The contractor's AUP may be amended from time to time by contractor and such amendments will be binding on the State once the State has accepted the changes via the Contract change management process. Contractor will notify the State when such amendments occur and such amendments as they were filed in Contractor's AUP will be added to this contract through Contract Change Management.
 - d) Attachment D – Contractor Pricing Schedules
- 2) Schedule B (Requirements)
- 3) Schedule C (Pricing)

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying an ITE-SOW. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 ORDER OF PRECEDENCE

The Contract, including the documents referenced in 2.004 above, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by Section 2.005.

Priority of Documents. The order of priority of the documents that form this Contract is: Terms and Conditions, Schedule A (Statement of Work), excluding its Attachments; Schedule B (Requirements), Schedule C (Pricing); Attachment C (AUP), Attachment A (Service Guides and Guidebooks for Local Services), Attachment B (Service Guides and Guidebooks for Long Distance Services), Attachment D (Contractor Pricing Schedules). The Contract may be modified or amended only by a formal Contract amendment. Notwithstanding any other provisions of this Contract, provisions regarding limitations of liability, indemnification obligations, Force Majeure, Confidential Information, insurance, audit and review rights, dispute resolution, termination rights and termination liability shall be controlled solely by the Contract, and shall not be deemed supplemented by, any provisions regarding the same subject matter in any other document.

2.007 HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 REFORMATION AND SEVERABILITY

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 SURVIVAL

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. The DTMB Procurement Contract Administrator for this Contract is:

Michael Breen
Procurement
Department of Technology, Management and Budget
Constitution Hall
Lansing, MI 48909
breenm@michigan.gov
517-284-7002

2.022 CONTRACT COMPLIANCE INSPECTOR

The Director of DTMB Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract. DTMB Procurement is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Scott Hall
Department of Technology, Management and Budget
Network and Telecommunications Services Division
halls9@michigan.gov
517-241-4255

2.023 PROJECT MANAGER

The following individual will oversee the project:

David Wilson, Director
Department of Technology, Management and Budget
Network and Telecommunications Services Division
wilsond7@michigan.gov
517-241-7552

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes,

listing of Key Personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work and for which Contractor may receive additional compensation. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

- 1) Change Request at State Request:
If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").
- 2) Contractor Recommendation for Change Requests:
Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit the Contract.
- 3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.
- 4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").
- 5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Procurement.
- 6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon:

- 1) delivery, if hand delivered;
- 2) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section;
- 3) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or
- 4) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system; or
- 5) on the day the transmission is sent, if by electronic transmission for which receipt is electronically confirmed.

If to State:	If to Contractor:
Mike Breen 525 West Allegan Lansing, MI 48913 breenm@michigan.gov 517-284-7002	Chuck Bonner 221 N. Washington Square Lansing, MI 48933 cb3168@att.net 616-724-7755

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 RESERVED

2.027 RELATIONSHIP OF THE PARTIES

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 COVENANT OF GOOD FAITH

Each party shall act reasonably and in good faith. Unless stated otherwise in the Contract, the parties shall not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 ASSIGNMENTS

Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), to any other party without the prior written consent of the other party; provided, however, that the State, may assign this Contract to any other State agency, department or division without the prior consent of Contractor and Contractor may assign the Contract to an Affiliate, upon prior written notice to the State, without prior written consent of the State, so long as the Affiliate is adequately capitalized and can provide adequate assurances that the Affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under the Contract that all payments must be made to one entity continues.

If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. For any assignment to a party that is not an Affiliate, the Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 CHANGE OF CONTROL

Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

2.030 General Provisions

2.031 ADMINISTRATIVE FEE AND REPORTING

The Contractor will remit an administrative fee of 1% of the charges (after the application of all discounts and credits) for the following Services:

- Business Network Services (ABN)
- IP Flexible Reach
- IP Toll-Free
- UC Voice
- UC Services Bundle

which are invoiced to the State under the Contract (exclusive of taxes and surcharges including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume of charges against which the administrative fee was calculated, subject to Contractor's legal obligations with respect to the protection of proprietary customer information.

Itemized purchasing activity reports should be mailed to DTMB Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each quarter.

Contractor will begin measuring the Services for which the administrative fee applies beginning on the first full day of the fifth billing month following Contract Effective Date ("Administrative Fee Effective Date"). The administrative fee will be calculated quarterly following the Administrative Fee Effective Date. The administrative fee and purchasing activity report will be provided within 30 calendar days from the last day of each quarter.

2.032 MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.033 RESERVED

2.034 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.035 WEBSITE INCORPORATION

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.036 RESERVED

2.037 FREEDOM OF INFORMATION

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.038 DISASTER RECOVERY

The Contractor will adhere to the Telecommunications Service Priority (TSP) restoration standards issued by the Federal Government as the only legal mechanism to receive priority provisioning and restoral of telecommunications service in the AT&T regions. AT&T complies with the FCC Telecommunications Service Program and will work with the State to define restoral processes in alignment with the FCC Telecommunications Service Priority "TSP" policy. To the best of the Vendor's ability, AT&T will restore service to this customer following normal process and procedures and will do so as quickly and safely as possible.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each ITE-SOW or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Attachment) the firm, fixed prices (or the firm, fixed discounts that apply to Service Publication rates) for all Services/Deliverables, and the associated payment milestones and payment amounts.

- 1) Prices set forth in a Pricing Schedule are exclusive of and the State will pay all taxes (excluding those on Contractor's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from the State's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent the State provides a valid exemption certificate prior to the delivery of Services. Contractor acknowledges that the State has delivered such a certificate as of the effective date of the Contract. To the extent required by law, The State may withhold or deduct any applicable taxes from payments due to Contractor, provided that the State will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish Contractor with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that Contractor may claim any applicable credit.

- 2) Contractor shall recover certain regulatory surcharges and recovery fees from the State which shall include, without limitation, the Universal Connectivity Charge, Administrative Expense Fee, Federal Access Recovery Fee, Carrier Line Charges, End User Common Line (EUCL), the Michigan State Access Fund and local governmental surcharges (including 911) (collectively "Regulatory Charges"). The amounts and the types of Regulatory Charges are subject to change which changes shall be binding on the State at the time Contractor makes such changes effective in its Service Guide.

At the end of the Contract Term and any renewal options, the State may continue Service (subject to any applicable notice or other requirements in the Contract for the State to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Contract Term, provided that Contractor may change the applicable month-to-month prices, terms or conditions on 30 days' written notice to the State.

2.042 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

If the scope of the Services/Deliverables under any ITE-SOW issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such ITE-SOW commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

2.044 INVOICING AND PAYMENT – IN GENERAL

- 1) Each ITE-SOW issued under this Contract shall list (or indicate by reference to the appropriate Contract Attachment) the prices for all Services/Deliverables, equipment and commodities to be provided and payment amounts.
- 2) Each Contractor invoice shall show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis shall show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with Section 1.600.
- 3) Undisputed invoices shall be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- 4) The State will not be required to pay charges for Services invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. Subject to the State's audit rights under MCL 18.1470, if the State disputes a charge, the State will provide notice to Contractor specifically identifying the charge and the reason it is disputed within 6 months after the date of the affected invoice, or DTMB waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until Contractor completes its investigation of the dispute. Following Contractor's notice of the results of its investigation to the State, payment of all properly due charges must be made within thirty (30) days.
- 5) The State shall notify the Contractor in writing of any disagreement with the Contractor's notice of results referenced in Section (d) above within five (5) business days of the State's receipt of such notice. The parties shall endeavor to resolve any billing disputes promptly, and shall devote sufficient resources to that end. While the dispute is pending, Contractor will continue to perform its obligations and will not suspend or terminate the Service(s) that is the subject of the dispute.
- 6) All invoices should reflect actual work done. Specific details of invoices and payments shall be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Technology, Management and Budget. This activity shall occur only upon the specific written direction from DTMB Procurement.

- 7) The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) shall mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

2.045 PRO-RATION

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 ANTITRUST ASSIGNMENT

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard.

2.048 ELECTRONIC PAYMENT REQUIREMENT

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 EMPLOYMENT TAXES

To the extent required by applicable law, Contractor shall collect and pay all applicable federal, state, and local employment taxes required for its employees.

2.052 SALES AND USE TAXES

To the extent required by applicable law Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. This requirement extends to:

- 1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the Contractor is a member, and
- 2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the Contractor is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 CONTRACTOR KEY PERSONNEL

The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

2.063 RE-ASSIGNMENT OF PERSONNEL AT THE STATE'S REQUEST

The State reserves the right to require the removal of Key Personnel from this Contract, if found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be lawful and based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

2.064 RESERVED

2.065 CONTRACTOR IDENTIFICATION

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing and subject to Contractor security and safety requirements, the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety, operation, or security requirements of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. DTMB Procurement shall advise Contractor in writing of its decision no later than 45 days after the Contractor's notice of intent to assign or delegate. The State shall have the right to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties. Notwithstanding the above, Contractor may, without the State's consent, subcontract to an Affiliate work to be performed under this Contract but will remain financially responsible for the performance of such obligations subject to the notification requirement of Section 2.029.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in Sections 2.060, 2.100, 2.110, 2.120, and 2.200 in all of its agreements with any Subcontractors.

2.080 State Responsibilities

2.081 RESERVED

2.082 FACILITIES

The State must designate space as long as it is available and as provided in the Schedule A (Statement of Work) and ITE-SOW(s) issued under this Contract, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation)

and equipment used by the Contractor in the course of providing the Services including property controlled by third parties such as the State's landlord. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

The Contractor has the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for the State's connection to Contractor's network. The State, with the assistance of Contractor if required under the Schedule A (Statement of Work) and applicable ITE-SOW(s) issued under this Contract, will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as Contractor reasonably requires for the Services. The State, with the assistance of Contractor if required under an applicable the Schedule A (Statement of Work) and applicable ITE-SOW(s) issued under this Contract, will have the Site ready for Contractor to perform its work according to a mutually agreed schedule.

2.090 Security

2.091 BACKGROUND CHECKS

The State may request that the Contractor conduct background checks of the Contractor's employees and contractors ("Contractor's Personnel") before Contractor's Personnel may have badged access to certain of the State's facilities and or behind the State's firewall system access.

The scope of any such background check shall be the Contractors standard background check. The State may request that Contractor include Michigan State Police Background tests ("ICHAT"), the National Crime Information Center ("NCIC") finger print tests, and other tests where required by law or agency policy. Contractor will perform the requested background checks on Contractor's own employees and will cause its subcontractors to perform similar background tests, if required.

Contractor will only assign Contractor Personnel access to State's facilities or networks who have successfully completed the required background tests. Upon written request from the State, Contractor will provide the State with a written statement confirming that the background test of a specific individual did not return any adverse information which would disqualify such individual from an assignment to the State's facilities. The agency requesting the background check shall determine what constitutes "adverse information" that would disqualify an individual. Any request by the State for background checks on Contractor's Personnel shall be reasonably related to the work to be performed. Contractor shall remain responsible for the reasonable costs associated with requested background checks.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor, including its Affiliates and Subcontractors (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 PROTECTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall:

- 1) make any use of the Confidential Information of the other except as contemplated by this Contract,
- 2) acquire any right in or assert any lien against the Confidential Information of the other, or
- 3) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where:
 - a) use of a Subcontractor is authorized under this Contract,
 - b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and
 - c) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

The State may accept alternative evidence for Contractor in lieu of the acknowledgement described in the previous sentence to document that employees of Contractor having access to the State's Confidential Information are aware of Contractor's obligations under this Section and that such employees will protect the State's confidential Information from unauthorized disclosure.

Promptly upon termination or cancellation of the Contract for any reason, each party must certify to the other party that Contractor has destroyed all of the disclosing party's Confidential Information to the extent permitted by law.

2.103 RESERVED

2.104 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate was,

- 1) at the time of disclosure to it, in the public domain;
- 2) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party;
- 3) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality;
- 4) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or
- 5) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party
 - a) promptly provides the furnishing party with notice of the legal request, and
 - b) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.105 NO IMPLIED RIGHTS

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.106 SECURITY BREACH NOTIFICATION

If either party discovers that a third party has obtained unauthorized access to Confidential Information, such party must:

- 1) use commercially reasonable efforts to promptly cure any deficiencies and
- 2) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. The party making the discovery must promptly report to the other party in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 RESPECTIVE OBLIGATIONS

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

- 1) During the Term, and for three (3) years after the latter of termination, expiration or final payment under this Contract ("Financial Audit Period"), Contractor must maintain complete and accurate books and records regarding its business operations relevant to Contractor's billing under this Contract. Subject to Contractor's security requirements, during the Financial Audit Period, upon the Michigan Auditor General's request, Contractor must make such books and records and appropriate personnel knowledgeable about such matters, including all financial information (excluding Contractor's cost to do business), available during normal business hours for inspection and audit by the Michigan Auditor General or its designee, provided that the State:
 - a) provides Contractor with at least fifteen (15) days prior notice of any audit, and
 - b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.
- 2) The State may take copies and abstracts of materials audited, subject to Contractor's security requirements. The State will pay the cost of such audits unless an audit reveals an overbilling of ten percent (10%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit not to exceed \$10,000 per year. Contractor must upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence. Any reimbursements or payments due to the State under this Section 2.110, prior to the expiration or termination of the Contract, shall be in the form of a credit.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- 1) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet or exceed the performance and operational standards required under this Contract.
- 2) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable as permitted by the manufacturer.
- 3) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- 4) It is qualified and registered to transact business in all locations where required.
- 5) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or

degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety promptly when learning about it.

- 6) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- 7) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- 8) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- 9) All publically available financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- 10) To the knowledge of the Contractor, all written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- 11) Contractor represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- 12) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.
- 13) OTHER THAN THE WARRANTIES SET FORTH ABOVE, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING 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 VENDOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, THE STATE'S DATA AND CONFIDENTIAL INFORMATION.

2.122 RESERVED

2.123 RESERVED

2.124 RESERVED

2.125 RESERVED

2.126 RESERVED

2.127 PROHIBITED PRODUCTS

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless DTMB Procurement has approved a Change Order pursuant to Section 2.024.

2.128 CONSEQUENCES FOR BREACH

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 LIABILITY INSURANCE

Contractor must maintain the insurances identified below and is responsible for all deductibles. All required Insurance must:

- 1) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance;
- 2) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
- 3) be provided by a company with an A.M. Best rating of "A minus" or better and a financial size of VII or better.

Insurance Type		Additional Requirements
Commercial General Liability Insurance		
Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations		Contractor must include "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10, or both CG 2010 and CG 2037.
Umbrella or Excess Liability Insurance		
Limits: \$5,000,000 General Aggregate		Contractor must include "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds. Contractor may use any combination of primary and excess to meet required total limits.
Automobile Liability Insurance		
Limits: \$1,000,000 Per Occurrence		Contractor may provide evidence of qualified self-insurance.
Workers' Compensation Insurance		
Limits: Coverage according to applicable laws governing work activities.		Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance		
Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.		

If any of the required policies provide **claim-made** coverage, the Contractor must:

- 1) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities;
- 2) maintain coverage and provide evidence of coverage for at least two (2) years after completion of the Contract Activities; and
- 3) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of two (2) years after completion of work.

Contractor must:

- 1) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies;
- 2) require that subcontractors while working hereunder maintain the required insurances contained in this Section with reasonable and prudent limits to scope of work;
- 3) notify the Contract Administrator within 5 business days if any insurance is cancelled; and
- 4) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), from third party claims resulting from

- 1) injury to or death of any person or loss of or damage to tangible real or personal property to the extent that such liability, loss, damage, cost or expense was proximately caused by the negligence or willful misconduct of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable,
- 2) any Services infringing any United States patent, copyright, copy trademark or trade secret of any person or entity, except as set forth in Section 2.144 (e) below.

2.142 CODE INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 EMPLOYEE INDEMNIFICATION

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under Section 2.141 must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

- 1) The remedies set forth in this Section 2.144 are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.
- 2) If any of the Services or any component thereof, is found to be infringing, is enjoined, threatened to be enjoined or otherwise the subject of a claim that a Service provided by the Contractor hereunder infringes

any properly registered United States patent, copyright or trademark, the Contractor must at the Contractor's sole expense:

- a) procure for the State the right to continue to use the Services or component thereof in all material respects in the manner contemplated by this Contract; or,
 - b) replace or modify the Services that infringe or are alleged to infringe ("Allegedly Infringing Services") to make the Services and its components non-infringing while providing equivalent features and functionality.
- 3) If neither of the foregoing is possible, notwithstanding Contractor's reasonable and diligent efforts, then Contractor may direct the State to cease any use of any Services that have been enjoined or finally adjudicated as infringing, provided that Contractor will:
- a) refund to the State amounts that have been prepaid with respect to the Allegedly Infringing Services or otherwise with respect to the Services, to the extent that the State can no longer reasonably use the Allegedly Infringing Services or the Services in the manner contemplated under this Contract, and;
 - b) use best efforts to, at its sole cost and expense, to secure the right for the State to continue using the Allegedly Infringing Services for a transition period of up to six (6) months to allow the State to replace the affected features of the Services without disruption.
- 4) If Contractor directs the State to cease using any Services under Section 2.144(c) and the State can no longer use the remaining Services to obtain the functionality that is contemplated by this Contract, the State may terminate this Contract for cause under Section 2.152.
- 5) Contractor will have no liability for any claim of infringement arising solely from:
- a) Contractor's compliance with any instructions of the State;
 - b) Modification of the any of the Services by the State or any entity acting on behalf of the State, without the prior knowledge and approval of Contractor or combinations of the any of the Services with any service or products not provided by Contractor;
 - c) Content provided by the State, its Affiliates or a user in connection with the Services provided by Contractor hereunder; or
 - d) Use of any of the Services provided by Contractor hereunder, in violation of this Contract unless the claim arose against the Services independently of any of the above specified actions.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty under Sections 2.141, 2.143 and 2.144 respectively continues in full force and effect, for a period of three (3) years following the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation. Notwithstanding the foregoing, Contractor's duty under Sections 2.141, 2.143 and 2.144 shall continue beyond the three-year period if the State provides written notice to Contractor that a notice of intention to file a claim against the State has been filed with the Michigan Court of Claims within the three-year period, relating to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The State will notify Contractor, promptly in writing when the State decides to seek indemnification from the Contractor; however, failure to do so will not relieve Contractor of its responsibilities under this Contract, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State will allow the Contractor to control the defense of the claim and will reasonably cooperate with the defense. The State shall be entitled to regular updates on proceeding status. At its own cost and expense, the State may;

- 1) participate in the defense of the proceeding;
- 2) employ its own counsel; and to
- 3) retain control of the defense if the State deems necessary. Contractor will not, without the State's prior written consent (which is not to be unreasonably withheld and which shall be provided promptly following a request from the Contractor), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding, except to the extent that the Contractor would be materially prejudiced by the requirement of obtaining consent from the State. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim. Any litigation activity on behalf of the State or any of its subdivisions, under this Section 2.146, must be coordinated with the Department of Attorney General. An attorney

designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches any material duties or obligations under the contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its reasonable discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.152 TERMINATION FOR CAUSE

- 1) The State may terminate the affected Service, for cause, or if the breach materially and adversely affects the entire Contract, terminate the entire Contract, by notifying the Contractor in writing, if the Contractor:
 - a) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or
 - b) fails to cure a breach within the time period specified in the written notice of breach provided by the State.
- 2) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- 3) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- 4) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 TERMINATION FOR CONVENIENCE

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to:

- 1) the State no longer needs the Services or products specified in the Contract,
- 2) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, or
- 3) unacceptable prices for Additional Services or New Work requested by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

2.154 TERMINATION FOR NON-APPROPRIATION

- 1) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- 2) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- 3) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 TERMINATION FOR CRIMINAL CONVICTION

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor who is directly involved in providing services to the State, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State or public Contract or subcontract.

2.156 TERMINATION FOR APPROVALS RESCINDED

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 RIGHTS AND OBLIGATIONS UPON TERMINATION

- 1) If the State terminates this Contract for any reason, the Contractor must:
 - a) stop all work as specified in the notice of termination,
 - b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession,
 - c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State,
 - d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and
 - e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- 2) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for:
 - a) all charges due for Services provided before the date of termination;

- b) any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period as specified in a Pricing Schedule; and,
 - c) if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- 3) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.
- 4) **EARLY TERMINATION WAIVER FOR MIGRATION OF SERVICES:**
 If the State migrates an ISDN PRI Service or Service Component, including DS1 used as transport for ISDN PRI Service (the "Terminated ILEC Service") to a qualifying Business Voice over IP (BVoIP) Service available from Contractor, then Contractor will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:
- a) the Terminated ILEC Service has been installed at the State's site for no fewer than 12 months;
 - b) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
 - c) the replacement BVoIP Service is installed or available at the same sites as the Terminated ILEC Service; and
 - d) activation of the replacement BVoIP service at the site occurs within 90 days of termination of the Terminated ILEC Service at that site.

Qualifying BVoIP products or their functional equivalents:

- IP Flexible Reach on MIS/PNT or AVPN
- VDNA on MIS/PNT or AVPN
- Fiber Broad Band and Ethernet Value Bundle (EVP)
- Unified Communications
- Contractor Telepresence Solutions
- Contractor Collaborate

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any ITE-SOW issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 TERMINATION BY CONTRACTOR

If the State breaches the Contract, and the Contractor in its reasonable discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State:

- 1) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract,
- 2) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or
- 3) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

If the State violates the AUP, Contractor will notify the State of such violation before suspending the Service pursuant to this clause. Upon receipt of such notification, the State shall have fifteen (15) days to rectify such violation. In the event that the State fails to rectify such violation, Contractor may suspend the effected Service. Notwithstanding the provisions above, Contractor may immediately and without prior notice suspend Service if:

- 1) so compelled by a court order or governmental demand;
- 2) Contractor reasonably and in good faith determines that it is likely to be exposed to civil, criminal or regulatory sanctions or prosecution;
- 3) Contractor reasonably determines that such violations may cause imminent risk of harm to, or interference with, the integrity or normal operations or security of Contractor's network or networks with which Contractor is interconnected or significant interference with another customer's use of Contractor's services or the Internet; or
- 4) Contractor reasonably determines that such violation presents imminent risk of significant harm to Contractor or Contractor's customers or respective employees.

Any suspension of Service under this Section shall be as limited in scope and duration as reasonably practicable, consistent with Contractor's need to protect its rights and network, and shall be commensurate with the seriousness of the violation of this AUP by the State. Contractor will remove any suspension promptly upon learning that such suspension is not warranted, or verification that the violation has been cured.

Withdrawal of Services

It is expected that some of the Services being offered under this Agreement will be replaced during the Term by more technologically advanced services ("Eligible Replacement Services") as part of Contractor's network modernization initiatives. Prior to the withdrawal of any Service being used by the State, Contractor will provide notice to the State as outlined below and identify to the State any Eligible Replacement Services available at the time. The addition of Eligible Replacement Services to this Agreement will be handled via the change control procedures in place with the State.

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP

2.170 Transition Responsibilities

2.171 CONTRACTOR TRANSITION RESPONSIBILITIES

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Section 2.150**.

2.172 RESERVED

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with final asset management data generated on the date on which this Contract is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 RESERVED

2.175 TRANSITION PAYMENTS

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 STATE TRANSITION RESPONSIBILITIES

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any others obligations upon which the State and the Contractor agree.

- 1) Reconciling all accounts between the State and the Contractor;
- 2) Completing any pending post-project reviews.

2.180 Stop Work

2.181 STOP WORK ORDERS

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this Section. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either:

- 1) cancel the stop work order; or
- 2) terminate the work covered by the Stop Work Order as provided in Section 2.182.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- 1) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and
- 2) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 ALLOWANCE OF CONTRACTOR COSTS

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under Section 2.153, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

2.190 Dispute Resolution

2.191 IN GENERAL

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any ITE-SOW must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that:

- 1) the claim is made in good faith,
- 2) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and
- 3) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

- 1) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:
 - a) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - b) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
 - c) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (4) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- 2) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.
- 3) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 INJUNCTIVE RELIEF

A claim between the State and the Contractor is not subject to the provisions of Section 2.192, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy. Such circumstances may include, but

not be limited to, a party's breach of its confidentiality obligations or its obligations with respect to the use of the other party's intellectual property rights.

2.194 CONTINUED PERFORMANCE

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 2.150, as the case may be. Such circumstances may include, but not be limited to, a party's breach of its confidentiality obligations or its obligations with respect to the use of the other party's intellectual property rights.

2.200 Federal and State Contract Requirements

2.201 NONDISCRIMINATION

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 UNFAIR LABOR PRACTICES

Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877--,00.html>.

2.204 PREVAILING WAGE

Contractor is required to pay each Contractor employee pursuant to bargained or non-bargained employment guidelines. Contractor will at all times in the performance of the work comply with and provide the safeguards required by Federal, State and local laws, and applicable state labor laws and the regulations and standards issued thereunder. Any work performed by Contractor on the premises of the State of Michigan will be performed in accordance with these laws and standards.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 JURISDICTION

Any dispute arising from the Contract that cannot be resolved pursuant to the Dispute Resolution Section shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 LIMITATION OF LIABILITY

- 1) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. IN ANY EVENT, THE LIABILITY OF ONE PARTY TO THE OTHER FOR ANY REASON SHALL BE LIMITED, DURING ANY TWELVE MONTH PERIOD, TO PROVEN DIRECT DAMAGES EQUAL TO THE GREATER OF:
 - a) \$3,000,000.00; OR
 - b) THE TOTAL AMOUNT OF FEES PAID TO CONTRACTOR DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO:
 - i) THE STATE'S FAILURE TO PAY FEES DUE AND OWING HEREUNDER;
 - ii) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS CONTRACT; OR
 - iii) PERSONAL INJURY, INCLUDING DEATH, AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE WILFUL OR INTENTIONAL ACTS OF A PARTY OR ITS EMPLOYEES OR SUBCONTRACTORS.
- 2) FOR PURPOSES OF THIS CONTRACT, THE STATE'S DIRECT DAMAGES SHALL INCLUDE AND THE LIMITATIONS IN SECTION 2.221 (A) SHALL NOT BE DEEMED TO PRECLUDE REASONABLE COSTS AND EXPENSES INCURRED BY THE STATE TO PROCURE REPLACEMENT SERVICES OR CORRECTED SERVICES FROM AN ALTERNATIVE SOURCE, AS CONTEMPLATED BY SECTION 2.152(B) OF THIS CONTRACT, IN AN AMOUNT EQUAL TO THE DIFFERENCE BETWEEN THE PRICE OF THE SERVICE SET FORTH IN THIS CONTRACT AND THE PRICE OF ANY SUBSTITUTE SERVICE, TO THE EXTENT THAT THE PRICE OF THE SUBSTITUTE SERVICE IS BASED ON A COMMERCIALLY PREVAILING MARKET RATES.

2.222 DISCLAIMER OF LIABILITY

EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS CONTRACT, CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY THE STATE OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS, LOST OR ALTERED MESSAGES OR

TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE STATE'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS NOT DIRECTLY CAUSED BY CONTRACTOR.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and/or to the extent it has knowledge, each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves:

- 1) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or
- 2) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- 1) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- 2) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- 3) Contractor shall make the following notifications in writing:
 - a) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB Procurement.
 - b) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
 - c) Contractor shall also notify DTMB Procurement within 30 days whenever changes to company affiliations occur.

2.232 RESERVED

2.233 BANKRUPTCY

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- 1) the Contractor files for protection under the bankruptcy laws;
- 2) an involuntary petition is filed against the Contractor and not removed within 30 days;
- 3) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- 4) the Contractor makes a general assignment for the benefit of creditors; or

- 5) in the event of 1) thru 4) above, the Contractor or its Affiliates are unable to provide reasonable assurances that the Contractor or its Affiliates can deliver the services under this Contract.

2.240 Performance

2.241 TIME OF PERFORMANCE

- 1) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Attachments governing the work, and with professional quality.
- 2) Without limiting the generality of Section 2.241, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- 3) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 RESERVED

2.243 RESERVED

2.244 EXCUSABLE FAILURE

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common Carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans (collectively Excusable Failure).

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues. In the event, above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 30 Business Days the State may terminate the affected Services, and the charges payable will be equitably adjusted to reflect those Services terminated. The termination rights provided above must be exercised by the State within 90 days from the occurrence.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the

Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 RESERVED

2.260 Ownership

2.261 RESERVED

2.262 RESERVED

2.263 RIGHTS IN DATA

The State is the owner of all data made available by the State to the Contractor, Subcontractors or representatives under the Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor or those of subcontractors, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under the Contract. Contractor is the owner of all Contractor-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information.

2.264 RESERVED

2.270 State Standards

2.271 RESERVED

2.272 ACCEPTABLE USE POLICY

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-34395_34476---,00.html. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 SYSTEMS CHANGES

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.274 ELECTRONIC RECEIPT PROCESSING STANDARD

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

2.280 Extended Purchasing Program

2.281 EXTENDED PURCHASING PROGRAM

Subject to the provisions of this Section 2.281, certain MIDEAL members are eligible to purchase Services off of the Contract. A current list of MIDEAL members is set forth in www.michigan.gov.mideal. Notwithstanding the foregoing, public and private K-12 schools and libraries including, without limitation, any entity eligible to participate in the Federal Communication Commission's E-rate program are expressly prohibited from purchasing Services off of the Contract. For purposes of this Section 2.281, MIDEAL members who are authorized to purchase Services off of the Contract shall be referred to herein as an "Eligible MIDEAL Member". Any Eligible MIDEAL Member who has an existing contract in place with Contractor for services that are similar to or comparable to the Services provided by Contractor to the State under this Contract (the "Existing Contract"), shall not terminate such Existing Contract prior to the expiration of the term thereof in order to purchase Services pursuant to the terms of this Contract. Eligible MIDEAL Members who desire to purchase Services pursuant to the Contract, shall execute a separate agreement with Contractor agreeing to the terms and conditions of the Contract and such other terms as Contractor may reasonably request. Contractor shall invoice Eligible MIDEAL Members directly for all Services purchased by Eligible MIDEAL members under the Contract pursuant to the terms of such separate agreement between Contractor and such Eligible MIDEAL member and such Eligible MIDEAL Member shall remain responsible for all payments due under such separate arrangements with the Contractor. The Contract may be extended to other states (including government subdivisions). If extended, the Contractor must supply all goods and services at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volumes generated by the extensions described in the previous sentence.

2.290 Environmental Provision

2.291 ENVIRONMENTAL PROVISION

Energy Efficiency Purchasing Policy: The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy: The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials: For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners,

solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as:

- 1) "Hazardous Materials" under the Hazardous Materials Transportation Act,
 - 2) "chemical hazards" under the Occupational Safety and Health Administration standards,
 - 3) "chemical substances or mixtures" under the Toxic Substances Control Act,
 - 4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and
 - 5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.
- a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
 - b) Upon receipt of a written notice, the State will investigate the conditions. If:
 - i) the material is a Hazardous Material that may present a substantial danger, and
 - ii) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.
 - c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.
 - d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

Glossary

24x7x365	24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
4ESS	No. 4 Electronic Switching System.
Account Code	Also known as Project Code or Bill-Back Code. Account Codes are additional digits dialed by the calling party that provides information about the call. Typically used to track and bill clients, projects, etc.
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any ITE-SOW, that once added will result in the need to provide the Contractor with additional consideration.
Affiliate of a Party	Any entity that controls, is controlled by or is under common control with such party.
Audit Period	See Section 2.110.
ACD	Automatic Call Distributors/Distribution - a device or system that distributes incoming calls to a specific group of terminals or agents based on customer need, type, and agent skill set.
Account Code	Additional digits dialed by the calling party that provides information about the call. Typically used to track and bill clients, projects, etc. Also known as Project Codes or Bill-Back Codes.
ADA	Americans with Disabilities Act of 1990.
ANI	Automatic Number Identification - a feature of a telecommunications network for automatically determining the origination telephone number on toll calls for billing purposes.
BAN	Billing Account Number - Used by telephone companies to designate a customer or customer location that will be billed. A single customer may have multiple billing.
Billing ID	The designation by which the SOM will specifically identify any billed item or service (e.g. telephone number, circuit ID, etc.).
Blanket Purchase Order	Authorization to purchase goods and/or services over the length of a contract.
BRI	Base Rate Interface - an ISDN configuration intended primarily for use in subscriber lines. BRI configuration provides 2 bearer channels (B channels) at 64 Kbit/s each and 1 data channel (D channel) at 16 Kbit/s.
BTN	Billing Telephone Number - The phone number associated, for billing purposes, with the Working Phone Number.
Business Critical	Any function identified in any Contract or ITE-SOW as Business Critical.
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Call Detail	Information about ongoing and incoming calls, including calling and called party, calling number and number called, time of day and duration, mainly for billing
Calling Name and Number (Caller ID or CID)	A telephone service feature that transmits a caller's number to the called party's telephone equipment. Where available, CID can also provide a name associated with the calling number.
Carrier	A company that is authorized by regulatory agencies to operate a telecommunications system.
Casual Calling	How any ANI (including undefined ANIs) accesses a given Carrier.
Centrex	Central Office Exchange Service.
CIC	Carrier Identification Code - A three-digit number used with Feature Group D to access a particular IXC switched services from a local exchange line. One or more CIC codes are assigned to each Carrier.
CO	Central Office - The facility housing the telephone company switching system and related equipment that provides telephone service for customers in the immediate geographical area.
CoBIT	Control Objectives for Information and Related Technologies.

CLEC	Competitive Local Exchange Carrier - A telecommunications provider (sometimes called a "Carrier") competing with other, already established Carriers (generally the ILEC).
Consolidated Invoice	A single Carrier combining invoices from one or more other Carriers or providers to deliver a single integrated invoice to a customer.
Contract Transition Plan	The Contract Transition Plan documents all the activities necessary to transfer services and features from the current State contract(s) to the new contract(s). Some of the activities include identifying key transition issues, transition objectives, risks, tasks and responsibilities, resources, timeframes and policies and procedures.
CSR	Customer Service Record - Detailed printout of the State's monthly equipment and service charges billed using corresponding uniform service order codes per State account, physical location or invoice.
CTI	Computer Telephony Integration.
CVTQ	Cisco Voice Transmission Quality.
Days	Means calendar days unless otherwise specified.
Deliverable	Physical goods and/or commodities/Services as required or identified by a ITE-SOW/Service Order
DEMARC	Demarcation Point - The point at which the PSTN ends and connects with the customer's on-premises wiring. It is the dividing line which determines who is responsible for installation and maintenance of wiring and equipment -- customer/subscriber, or telephone company/provider.
Dial Station	Instrument (e.g., telephone) from which a caller places a call.
DID	Direct Inward Dialing - a feature offered by Carriers for use with their customers' PBX system, whereby the Carrier allocates a range of telephone numbers associated with one or more phone lines.
DOD	Direct Outward Dialing -- a feature offered by Carriers for use with their customers' PBX to enable dialing directly out from an extension.
DS0	Digital Signal 0 - Basic digital signaling rate of 64 Kbit/s, corresponding to the capacity of one voice-frequency-equivalent channel.
DS1	Digital Signal 1 - A signaling scheme used to transmit voice and data between devices at 1.544 Mbps.
DS3	Digital Signal 3 - A signaling scheme used to transmit voice and data between devices at 45 Mbps.
DTMB	Department of Technology, Management and Budget at the SOM
Environmentally Preferable Products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
ERL	Echo Return Loss.
Excusable Failure	See Section 2.244.
Feature Group D	The highest quality type of voice line connection which allows pre-selection of the IXC by the end-user.
FBC	Facilities Based Carrier - A Carrier that uses its own facilities to provide service, in contrast with resellers, that purchase the services of other Carriers and then retail the services to customers.
FX	Foreign Exchange Service - A telecommunications network service in which a telephone in a given exchange area is connected, via a private line to another telephone line in a different CO in a nearby geographical area.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ILEC	Incumbent Local Exchange Carrier - A local telephone company that is responsible for providing local telephone exchange services in a specified geographic area.

InterLATA	Communication between Local Access Transport Areas. The 1982 MFJ requires ILECs to use an IXC for InterLATA services.
IntraLATA	Also known as "local toll" or "local long distance." These are calls that originate and terminate in the same Local Access Transport Area (LATA), but still require a 1 + in order to complete them.
Invoice	An itemized monthly statement of amounts owed to the Contractor for products and services provided during the previous month.
Invoice Detail	The actual detail of purchased items or services on the invoice. Invoice detail may include call detail itemization, if presented, in the same place and under the same set of circumstances.
IP Flexible Reach	SIP trunking service, provided by the Contractor, to deliver integrated access for analog telephones, TDM PBX, and IP PBX environments.
ISDN	Integrated Services Digital Network - a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the traditional circuits of the public switched telephone network.
ISDN BRI	Integrated Services Digital Network Basic Rate Interface
ISDN PRI	Integrated Services Digital Network Primary Rate Interface.
ITU-T	Telecommunication Standardization Sector of the International Telecommunication Union.
IXC	InterExchange Carrier - Any Carrier that provides InterLATA communication.
Key Personnel	Any Contractor employees in primary roles as designated in Schedule A.
LATA	Local Access Transport Areas - represents a geographical area within which an ILEC is permitted to offer exchange telecommunications and local access services.
Local Voice Services	The provisioning of telecommunications networks and services within a limited geographic region.
Long Distance	Calls that originate/terminate outside of a pre-defined local calling area.
1MB	Measured-Rate Business Lines - Voice connections that provide dial tone and the ability to make and receive calls.
MCL	Michigan Case Law
MFJ	Modified Final Judgment - August 1982 agreement approved by the court (consent decree) settling United States v. AT&T, a landmark antitrust suit. The MFJ required the Bell System divestiture of the Bell Operating Companies from AT&T.
MOU	Minutes of Use.
Muxing	Muxing (or multiplexing) is a way of sending multiple signals or streams of information over a communications link at the same time in the form of a single, complex signal.
NAAR	Next Available Agent Routing.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any ITE-SOW, that once added will result in the need to provide the Contractor with additional consideration.
NIST	National Institute of Standards and Technology.
NPA/NXX	Number Plan Area/Number Plan Exchange.
OCC	Other Common Carrier.
OC-x	Optical Carrier Level (x) - a standardized set of specifications of transmission bandwidth for digital signals that can be carried on Synchronous Optical Networking (SONET) fiber optic networks.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
PBX	Private Branch Exchange - A manual or automatic telephone switching system serving telephone extensions in a business or private complex that provides external access to the public switched telephone network (PSTN).
PIC	Presubscribed InterExchange Carrier or Primary InterExchange Carrier - Determined by the customer of record and refers to the InterExchange or international Carrier to which calls of that type from an individual telephone number are routed.

POP	Point-of-Presence - The switching location that allows physical access to a Public Switched Telephone Network (PSTN) location.
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
POTS	Plain Old Telephone Service.
PSTN	Public Switched Telephone Network
RCA	Root Cause Analysis.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Remittance Page	The summary page of charges and payment data to include monthly charges, usage, other charges & credits and Schedule A items as applicable and appropriate addresses or other required payment information.
Response Time	The duration of time between the SOM reporting an issue to the time the vendor begins work to resolve the issue.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	All services Contractor provides the State pursuant to this Contract
SIP	Session Initiation Protocol - a signaling communications protocol, widely used for controlling multimedia communication sessions such as voice and video calls over Internet Protocol (IP) networks
SLA	Service Level Agreement.
Source Reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
Standard Provisioning Intervals	The duration of time between the SOM placing a service order to the time the service (related to the order) is made available for SOM use.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
T1	The equivalent of 24 multiplexed voice grade channels. 1.544 million bits per second (1.5Mbps)
Tariff	A public document filed with the Federal Communications Commission or a State Public Utility Commission outlining services and rates.
TDM	Time-Division Multiplexing - a method of transmitting and receiving independent signals over a common signal path by means of synchronized switches at each end of the transmission line so that each signal appears on the line only a fraction of time in an alternating pattern.
Toll-Free	Billing is incurred for all arriving calls instead of incurring charges to the originating telephone subscriber. For the calling party, a call to a toll-free number is free of charge
Trouble Ticket	When End Users report problems with their data or telecommunication equipment or service, a Trouble Ticket is created. Each ticket tracks an individual call and/or multiple problems or symptoms on the same ticket. Technicians, and the users themselves, may try many solutions for a single problem. They are all tracked on a single ticket by its name and unique number.
TSR	Telephone Service Request is the State's commonly used term for initiating, changing or removing telecommunications services.

Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Universal Service	The financial mechanism which helps compensate telephone companies or other communications entities for providing access to telecommunications services at reasonable and affordable rates throughout the country, including rural, insular and high costs areas, and to public institutions. Companies, not consumers, are required by law to contribute to this fund.
Waste Prevention	Source reduction and reuse, but not recycling.
Waste Reduction and Pollution Prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Attachment D
Contractor Pricing Schedules

- D.1 AT&T Intrastate ILEC Network Services Discount Pricing Schedule (MDA)
- D.2 AT&T ILEC Intrastate Services Pricing Schedule (PRI/DS1/DS3)
- D.3 AT&T ILEC Centrex Service Pricing Schedule
- D.4 AT&T Business Network Service Pricing Schedule (ABN)
- D.5 AT&T IP Flexible Reach and IP Toll Free Service (IPFlex/IPTF)
- D.6 AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle
- D.7 AT&T Network Integration Pricing Schedule for Unified Communications Services
- D.8 AT&T ILEC Intrastate Services Pricing Schedule (APL/DS0/BRI)



20161104-2013

AT&T Intrastate ILEC Network Services Discount Pricing Schedule

MA Reference No. 149943UA

☐ MAT

Customer	AT&T
State of Michigan 611 West Ottawa City: Lansing State: MI Zip Code: 48909	SBC Global Services, Inc. dba AT&T Global Services
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary AT&T Contact
Name: Dave Wilson Title: Director – Dept. of Technology, Management and Budget Street Address: 611 West Ottawa City: Lansing State: MI Zip Code: 48909 Country: USA Telephone: 517-241-7552 Email: wilsond7@michigan.gov	Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This AT&T ILEC Network Services Discount Pricing Schedule is a Pricing Schedule under the Master Agreement between AT&T and Customer, and is part of such Agreement. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law. AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

1. DISCOUNT PROGRAM

- AT&T ILEC Network Services Discount

2. ATTACHMENTS

- Attachment A1-A21 –Services, Discounts and Pricing
- Attachment B – Customer Affiliates
- Attachment C – Site Directory
- Attachment D – AT&T ILEC Service-Providing Affiliates

3. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	12 months
Effective Date of Rates and Discounts and Pricing Schedule Term Start Date	Upon implementation in the applicable AT&T systems, but no later than thirty (30) days following the Effective Date of this Pricing Schedule
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Termination or Expiration of Pricing Schedule Term	Non-term rates in effect at time of expiration or termination of Pricing Schedule Term

4. MARC AND MARC-ELIGIBLE CHARGES

MARC adjustment not available for network optimization using non-Contributory Services.

MARC under this Pricing Schedule	Year 1
	\$0.00
MARC-Eligible Charges*	MARC-Eligible Charges (before the application of this Pricing Schedule's discounts and credits) for AT&T intrastate ILEC network Services provided to Customer or a Customer-owned Affiliate identified in Attachment B for their internal use at the locations specified in Attachment C ("Contributory Services"). Customer must subscribe to Contributory Services separately.

*MARC-Eligible Charges include non-recurring charges.

5. ADDITIONAL TERMS AND CONDITIONS

5.1 Technology Upgrade

If Customer migrates to a qualifying AT&T BVoIP Service from AT&T ILEC Services, and Customer's Agreement for such AT&T ILEC services includes a Technology Upgrade provision pursuant to which AT&T waives the ILEC Early Termination Fee then, upon Customer's request to reduce the MARC and satisfaction of the conditions of the Technology Upgrade provision, AT&T will reduce Customer's MARC under this Pricing Schedule in direct proportion to a reduction in revenue associated with the migrated AT&T ILEC Services being provided to Customer under a qualifying AT&T BVoIP Service contract. Such MARC adjustment shall be reflected via an amendment to this Pricing Schedule executed by both parties.



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

ATTACHMENTS A1 -21

ATTACHMENT NUMBER	STATE	
ATTACHMENT A1	ILLINOIS	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A2	INDIANA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A3	MICHIGAN	Attachment Included - Charges Are MARC-Eligible
ATTACHMENT A4	OHIO	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A5	WISCONSIN	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A6	TEXAS	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A7	ARKANSAS	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A8	KANSAS	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A9	MISSOURI	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A10	OKLAHOMA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A11	CALIFORNIA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A12	NEVADA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A13	ALABAMA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A14	FLORIDA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A15	GEORGIA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A16	KENTUCKY	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A17	LOUISIANA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A18	MISSISSIPPI	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A19	NORTH CAROLINA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A20	SOUTH CAROLINA	Attachment Not Included - Charges Not MARC-Eligible
ATTACHMENT A21	TENNESSEE	Attachment Not Included - Charges Not MARC-Eligible



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

ATTACHMENT A3 MICHIGAN

	<u>Service Level Discount¹ or Monthly Rate</u>	<u>Eligible For Total Volume Discount</u>
Local Access Services:		
PBX Trunks (DID, DOD, 2-Way)	77.23%	Eligible
Measured Business Lines	77.23%	Eligible
Local Usage (excludes ISDN calling plan usage):		
Local Usage	86.15%	NOT Eligible
Zone / IntraLATA Toll/800 Usage (excludes WATS usage):		
Zone Usage	\$0.040	NOT Eligible
IntraState IntraLATA Toll	\$0.040	NOT Eligible
Toll-Free 800/8XX	\$0.040	NOT Eligible

TOTAL VOLUME DISCOUNT²
15.0%

¹Service Level Discount applied to billed rate.

²Applied to Eligible Services after any Service Level Discounts



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

**Attachment B
Customer Affiliates**

The following Customer Affiliates are eligible for inclusion under this Pricing Schedule.

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AT&T Intrastate ILEC Network Services Discount Pricing Schedule

Attachment C Site Directory

Customer agrees that the following number shall be considered its Main Billing Telephone Number ("BTN") for purposes of this Pricing Schedule:

Customer and AT&T may agree to add a BTN during the Pricing Schedule Term, effective upon the implementation of the BTN in the applicable AT&T systems.

The final Implementation Site Directory will be furnished as an electronic document separately.



AT&T Intrastate ILEC Network Services Discount Pricing Schedule

Attachment D AT&T ILEC Service-Providing Affiliates

Service Provider(s)	Service Publication Location
Southwestern Bell Telephone Company d/b/a AT&T Arkansas	http://cpr.bellsouth.com/pdf/ar/ar.htm
Pacific Bell Telephone Company d/b/a AT&T California	http://cpr.bellsouth.com/guidebook/ca/index.html#section1 and/or http://cpr.att.com/pdf/ca/ca.htm
Illinois Bell Telephone Company d/b/a AT&T Illinois	http://cpr.att.com/guidebook/il/index.html
Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana	http://cpr.bellsouth.com/guidebook/in/index.html#section1
Southwestern Bell Telephone Company d/b/a AT&T Kansas	http://cpr.att.com/pdf/ks/ks.htm and/or http://cpr.att.com/guidebook/ks/index.html
Michigan Bell Telephone Company d/b/a AT&T Michigan	http://cpr.att.com/pdf/mi/index.html
Southwestern Bell Telephone Company d/b/a AT&T Missouri	http://cpr.att.com/guidebook/mo/index.html
Nevada Bell Telephone Company d/b/a AT&T Nevada	http://cpr.bellsouth.com/guidebook/nv/index.html#section1
The Ohio Bell Telephone Company d/b/a AT&T Ohio	http://cpr.bellsouth.com/guidebook/oh/index.html#section1
Southwestern Bell Telephone Company d/b/a AT&T Oklahoma	http://cpr.att.com/pdf/ok/ok.htm and/or http://cpr.att.com/guidebook/ok/index.html
Southwestern Bell Telephone Company d/b/a AT&T Texas	http://cpr.att.com/guidebook/tx/index.html
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin	http://cpr.att.com/guidebook/wg/index.html
BellSouth Telecommunications, Inc. d/b/a AT&T Alabama	http://cpr.bellsouth.com/pdf/al/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Florida	http://cpr.bellsouth.com/pdf/fl/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Georgia	http://cpr.bellsouth.com/pdf/ga/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky	http://cpr.bellsouth.com/pdf/ky/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana	http://cpr.bellsouth.com/pdf/la/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi	http://cpr.bellsouth.com/pdf/ms/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T North Carolina	http://cpr.bellsouth.com/pdf/nc/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina	http://cpr.bellsouth.com/pdf/sc/g996.pdf
BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee	http://cpr.bellsouth.com/pdf/tn/g996.pdf



20161104-2018

at&t

AT&T ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

AT&T MA Reference No. 149943UA

Customer	AT&T
State of Michigan 611 West Ottawa City: Lansing State: MI Zip Code: 48909	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Dave Wilson Title: Director – Dept. of Technology, Management and Budget Street Address: 611 West Ottawa City: Lansing State: MI Zip Code: 48909 Country: USA Telephone: 517-241-7552 Email: wilsond7@michigan.gov	Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Please sign by February 1, 2017.	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
DS1 Service	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
DS3 Service	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Sections 1 and 3	http://cpr.att.com/guidebook/mu/index.html
ISDN Prime Service ("ISDN PRI")	AT&T Michigan	AT&T Michigan Guidebook, including Part 17, Section 1	http://cpr.att.com/guidebook/mu/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	48 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All quantities of Service Components listed in Section A-1 of Attachment A	50%	Until end of Pricing Schedule Term

4. ADDS; MOVES

4.1 Adds

Orders for DS1 and/or DS3 Service Components in excess of quantities listed Section A-1 of Attachment A ("Adds") permitted only as specified below:			
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges
All Service Components listed In Attachment(s) A	Site(s) listed in Attachment A plus any other Site(s) in AT&T service areas in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed

4.2 Moves

Per applicable Service Publication.

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Please sign by February 1, 2017.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Use of Service

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

6.2 ISDN PRI Early Termination

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- a. the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- b. the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- c. the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- d. activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

6.3 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All DS1 Service and/or DS3 Service and/or ISDN PRI

Please sign by February 1, 2017.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – MICHIGAN
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
State of Michigan

A-1 Rates and Charges: Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
ISDN PRI	Port, Switch DMS / ZPAZD/ZPQZD	0	360	\$ 288.00	\$ 0.00
ISDN PRI	DID - Telephone Numbers - each / LTG6X	0	86,420	\$ 0.20	\$ 0.00
ISDN PRI	Port, Switch 5ESS / ZPAZD/ZPQZD	0	1	\$ 288.00	\$ 0.00
ISDN PRI	Unlimited Local Calling on PRI / UTW	0	361	\$ 0.00	\$ 0.00
DS1	LDC Transport - Zone 1 / TZ4X1	0	120	\$ 112.00	\$ 0.00
DS1	LDC Transport - Zone 2 / TZ4X2	0	0	\$ 112.00	\$ 0.00
DS1	LDC Transport - Zone 3 / TZ4X3	0	0	\$ 112.00	\$ 0.00
DS1	Channel Mileage Termination - Zone 1 / CZ4X1	0	0	\$ 34.00	\$ 0.00
DS1	Channel Mileage Termination - Zone 2 / CZ4X2	0	0	\$ 34.00	\$ 0.00
DS1	Channel Mileage Termination - Zone 3 / CZ4X3	0	0	\$ 34.00	\$ 0.00
DS1	Channel Mileage - Zone 1 / 1YZX1	0	0	\$ 14.00	\$ 0.00
DS1	Channel Mileage - Zone 2 / 1YZX2	0	0	\$ 14.00	\$ 0.00
DS1	Central Office Multiplexing - Zone 3 / QMVX3	0	0	\$ 0.00	\$ 0.00
DS1	Clear Channel Capability - Zone 1 / CLYX1	0	0	\$ 0.00	\$ 0.00
DS1	Clear Channel Capability - Zone 2 / CLYX2	0	0	\$ 0.00	\$ 0.00
DS1	Clear Channel Capability - Zone 3 / CLYX3	0	0	\$ 0.00	\$ 0.00
DS3	LDC Transport - Zone 1 / TZUP1	0	2	\$ 1,375.00	\$ 0.00
DS3	LDC Transport - Zone 2 / TZUP2	0	0	\$ 1,425.00	\$ 0.00
DS3	LDC Transport - Zone 3 / TZUP3	0	0	\$ 1,550.00	\$ 0.00
DS3	Channel Mileage Termination - Zone 1 / CZ4Z1	0	2	\$ 315.00	\$ 0.00
DS3	Channel Mileage Termination - Zone 2 / CZ4Z2	0	0	\$ 315.00	\$ 0.00
DS3	Channel Mileage Termination - Zone 3 / CZ4X3	0	0	\$ 315.00	\$ 0.00
DS3	Channel Mileage - Zone 1 / 1YZX1	0	0	\$ 95.00	\$ 0.00
DS3	Channel Mileage - Zone 2 / 1YZX2	0	0	\$ 95.00	\$ 0.00
DS3	Channel Mileage - Zone 3 / 1YZX3	0	0	\$ 95.00	\$ 0.00
DS3	Central Office Multiplexing - Zone 1 / QM3X1	0	1	\$ 540.60	\$ 0.00
DS3	Central Office Multiplexing - Zone 2 / QM3X2	0	0	\$ 540.60	\$ 0.00
DS3	Central Office Multiplexing - Zone 3 / QM3X3	0	0	\$ 540.60	\$ 0.00

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AT&T and Customer Confidential Information

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Please sign by February 1, 2017.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

A-2 Initial New and Existing Customer Sites

SERVICE	LOCATION (street address and Common Language Location Identifier (CLLI) code and/or City)
DS1	439 W Allegan LNNGMIMN
DS3	430 WALLEGAN LNNGMIMN
DS3	3044 W GRAND BLVD FL 7 DTRTMIMD



AT&T ILEC CENTREX SERVICE
Pricing Schedule

AT&T MA Reference No. _____

Customer	AT&T
State of Michigan 611 West Ottawa City: Lansing State: MI Zip Code: 48909	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Contact (for Notices)
Name: Dave Wilson Title: Director – Dept. of Technology, Management and Budget Street Address: 611 West Ottawa City: Lansing State: MI Zip Code: 48909 Country: USA Telephone: 517-241-7552 Email: wilsond7@michigan.gov	Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

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AT&T ILEC CENTREX SERVICE
Pricing Schedule

1. SERVICE, SERVICE PUBLICATION and SERVICE PROVIDER(S)

Service	Centrex Service
Service Provider	The Michigan Bell Telephone Company d/b/a AT&T Michigan
Service Publications	AT&T Michigan Guidebook: http://www.att.com/gen/public-affairs?pid=9700

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Line Commitment*	0 lines
Pricing Schedule Term Start Date	Pricing Schedule Effective Date
Effective Date of Rates and Discounts	Pricing Schedule Term Start Date.
Rates following the end of Pricing Schedule Term	Applicable month-to-month Service Publication rates
*If the number of lines billed in a month is fewer than the Line Commitment, Customer shall pay: Under Utilization Charge = contracted monthly Centrex Line price x (Line Commitment quantity – actual lines billed).	

3. EARLY TERMINATION OF PRICING SCHEDULE

Early Termination Fee	
If Pricing Schedule is terminated before end of Pricing Schedule Term, Customer shall pay: Early Termination Fee = 80% of the Line Commitment x the Monthly Recurring Rate* x the number of remaining months in the Pricing Schedule Term x 50%.	
* "Monthly Recurring Rate" is the sum of Central Local Loop monthly rate and the Intercom monthly rate.	

3.1 Early Termination: If Customer migrates an AT&T ILEC Centrex Service or Service Component (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service (the "Replacement Service"), then AT&T will waive the Early Termination Fee directly resulting from terminating the Terminated ILEC Service if:

- a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- b) the Pricing Schedule Term for the Replacement Service is equal to or greater than the Pricing Schedule Term for the Terminated ILEC Service;
- c) the Replacement Service is installed at the same Customer sites as the Terminated ILEC Service; and
- d) activation of the Replacement Service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

4. SERVICE AND SERVICE COMPONENT WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Services/Service Components available under this Pricing Schedule
The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Successor Services") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with a Successor Service, subject to the materially adverse change provision of the Master Agreement.	

AT&T ILEC CENTREX SERVICE
Pricing Schedule

5. LOCATION OF SERVICE

Service Location(s)

CUSTOMER LOCATION	STATION QUANTITY	SERVING WIRE CENTER
4280 Telegraph Rd, Bloomfield Hills MI	2,024	BRHMMIMN

6. RATES AND CHARGES

Total Lines Ordered:	2,024
Rates:	Applicable Service Publication rates on Effective Date for selected Term
Rate Stabilization:	Customer will pay the rates set forth in Section 6.1 below. The rates and charges stated in this 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 applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein and, when set forth herein, such discount, promotion, credit, or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit, or waiver set forth in a Tariff or Guidebook will apply.

6.1 Rates

Service	USOC / Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non- recurring Charge, each (new only)
Centrex	SXP++ / Centrex Loop - access area A - 1st 25 lines / DMS	0	2,012	\$ 12.00	\$ 0.00
Centrex	NUM / STANDARD FEATURE CENTREX STATION - 2+ COMMIT / DMS	0	2,012	\$ 6.00	\$ 0.00
Centrex	CYA1X / System Charges, 2 - 50 lines, per system / DMS	0	23	\$ 0.00	\$ 0.00
Centrex	A82 / UCD, per line equipped / DMS	0	44	\$ 0.00	\$ 0.00
Centrex	AKG1X / Authorization Codes, Initial 100 count / DMS	0	3	\$ 0.00	\$ 0.00
Centrex	AQA / QUEUE SLOTS / DMS	0	3	\$ 0.00	\$ 0.00
Centrex	AQDPS / ACD - BASIC, PER SYSTEM / DMS	0	2	\$ 0.00	\$ 0.00
Centrex	AQJPG / ACD - DELUXE, PER ACD GROUP / DMS	0	2	\$ 0.00	\$ 0.00
Centrex	AR9 / ARS Basic, Initial Pattern / DMS	0	1	\$ 0.00	\$ 0.00
Centrex	BSB1X / Alternate Circuit Switched Voice/Circuit Switched Data, per B channel / DMS	0	132	\$ 0.00	\$ 0.00
Centrex	MA8 / Multiple Appearance Directory Number, per number / DMS	0	579	\$ 0.00	\$ 0.00
Centrex	RKQ / Central Office Recorded Announcement, per announcement / DMS	0	1	\$ 0.00	\$ 0.00
Centrex	NSD / CALLER ID - 12-19 LINE / DMS	0	207	\$ 0.00	\$ 0.00
Centrex	RSD / Ameritech Call Detail Recording Service, service establishment and basic call detail reporting service, per customer / DMS	0	1	\$ 0.00	\$ 0.00
Centrex	SMQPS / Ameritech Centrex Message Signal Interface (ACMSI), per system 1200 baud / DMS	0	4	\$ 0.00	\$ 0.00
Centrex	SOT / Secondary Directory Telephone Number, each / DMS	0	131	\$ 0.00	\$ 0.00
Centrex	UQZPG / Uniform Call Distribution with queuing, per UCD group / DMS	0	4	\$ 0.00	\$ 0.00
Centrex	ZCFPR / DATAPATH CRITICAL RESTORATION, PER DATAPATH LINE / DMS	0	3,095	\$ 0.00	\$ 0.00
Centrex	ZNZ / ISDN NATL CTX STATION - 2+ COMMIT / DMS	0	12	\$ 0.00	\$ 0.00
Centrex	ZDMDB / DO NOT DISTURB, PER LINE / DMS	0	91	\$ 0.00	\$ 0.00

AT&T ILEC CENTREX SERVICE
Pricing Schedule

7. ADDITIONAL TERMS AND CONDITIONS

7.1 Growth. Centrex stations added during the Pricing Schedule Term shall be coterminous with this Pricing Schedule.

Orders for Service Components in excess of quantities listed in Section 6.1 above ("Adds") permitted only as specified below:			
Service Components Permitted for Adds	Site(s) Permitted for Adds	Monthly Recurring Rates	Non-recurring Charges
All Service Components listed in Section 6.1	Site(s) listed in Section 5 plus any other Site(s) in AT&T service areas in Michigan	As provided in Section 6.1	As provided in 6.1 above, plus any additional special construction charges that may be assessed

7.2 The prices stated in this Pricing Schedule do not include other applicable charges or taxes, including, but not limited to, Exchange Access, End User Common Line, E-911, and Dual Party Relay services. The price for any Service Component or any AT&T service not identified in this Pricing Schedule shall be set out in the Applicable Service Publication.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	() -
Program Code:	
Order Type:	<input type="checkbox"/> New Install <input type="checkbox"/> Conversion from Month-to-Month <input type="checkbox"/> Renewal <input type="checkbox"/> Recast

End of Document

	AT&T MA Reference No. 149943UA
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WK TBD 1971691v1

AT&T Business Network Service Pricing Schedule

Customer State of Michigan Street Address 611 West Ottawa City Lansing State / Province MI Zip Code 48909 Country	AT&T AT&T Corp.
Customer Contact (for notices) Name Title Street Address 611 West Ottawa City Lansing State / Province MI Zip Code: 48909 Country Telephone Fax Email	AT&T Contact (for notices) Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

State of Michigan WK TBD 1971691v1	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date _____ Effective Date of Amendment _____
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Pricing Schedule for AT&T Business Network Service

1. SERVICES

Service	Service Publication Location
AT&T Business Network (ABN) Service • Voice/Access, including LD, Local and Intrastate	http://serviceguidenew.att.com/sg_flashPlayerPage/ABN

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

2.1 Term/Effective Dates

Pricing Schedule Term	Term Start Date and Effective Date of Rates and Discounts
5 years, however the Calling Card portion of AT&T Business Network Service will no longer be available after December 31, 2016.	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system

3. MARC

MARC under this Pricing Schedule	None
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4. MARC-ELIGIBLE CHARGES

ABN Service including eligible Voice, Access, Local and Intrastate Services purchased under the ABN Service offer.

State of Michigan WK TBD 1971691v1	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date _____ Effective Date of Amendment _____
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Pricing Schedule for AT&T Business Network Service

5. DISCOUNTS

ABN Service Voice Services Component/Capability	Discount%
Interstate Long Distance- Outbound	
Switched	72%
Loyalty	67%
Dedicated - Mobile Termination	52%
Calling Card	65%
Interstate Long Distance- Inbound	
Switched	72%
Loyalty	67%
Dedicated	52%
International	34%
Other Qualifying Service Category	33%
* - Discounts are calculated as described in the Business Service Guide, and all discounts will be applied against Customer's billed Interstate Usage	

ABN Service Bandwidth Service/Access Channels Service Component/Capability	Discount%
T1 IOC Primary Rate Interface Office Functions	52%
T1 Access Channels	45%

Monthly Growth Incentive – Not applicable under this Pricing Schedule

Additional Discounts for Outbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Alabama	33%	29%	18%	33%	29%	18%
Alaska	33%	29%	18%	33%	29%	18%
Arizona	33%	29%	18%	33%	29%	18%
Arkansas	33%	29%	18%	33%	29%	18%
California	33%	29%	18%	33%	29%	18%
Colorado	33%	29%	18%	33%	29%	18%
Connecticut	33%	29%	18%	33%	29%	18%
Delaware	33%	29%	18%	33%	29%	18%
Florida	33%	29%	18%	33%	29%	18%
Georgia	33%	29%	18%	33%	29%	18%
Hawaii	33%	29%	18%	33%	29%	18%
Idaho	33%	29%	18%	33%	29%	18%
Illinois	33%	29%	18%	33%	29%	18%
Indiana	33%	29%	18%	33%	29%	18%
Iowa	33%	29%	18%	33%	29%	18%
Kansas	33%	29%	18%	33%	29%	18%
Kentucky	33%	29%	18%	33%	29%	18%
Louisiana	33%	29%	18%	33%	29%	18%
Maine	33%	29%	18%	33%	29%	18%
Maryland	33%	29%	18%	33%	29%	18%
Massachusetts	33%	29%	18%	33%	29%	18%

State of Michigan
WK TBD 1971691v1

For AT&T Administrative Use Only

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date _____
Effective Date of Amendment _____

Pricing Schedule for AT&T Business Network Service

Additional Discounts for Outbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Michigan	33%	29%	18%	33%	29%	18%
Minnesota	33%	29%	18%	33%	29%	18%
Mississippi	33%	29%	18%	33%	29%	18%
Montana	33%	29%	18%	33%	29%	18%
Nebraska	33%	29%	18%	33%	29%	18%
Nevada	33%	29%	18%	33%	29%	18%
New Hampshire	33%	29%	18%	33%	29%	18%
New Jersey	33%	29%	18%	33%	29%	18%
New Mexico	33%	29%	18%	33%	29%	18%
New York	33%	29%	18%	33%	29%	18%
North Carolina	33%	29%	18%	33%	29%	18%
North Dakota	33%	29%	18%	33%	29%	18%
Ohio	33%	29%	18%	33%	29%	18%
Oklahoma	33%	29%	18%	33%	29%	18%
Oregon	33%	29%	18%	33%	29%	18%
Pennsylvania	33%	29%	18%	33%	29%	18%
Rhode Island	33%	29%	18%	33%	29%	18%
South Carolina	33%	29%	18%	33%	29%	18%
South Dakota	33%	29%	18%	33%	29%	18%
Tennessee	33%	29%	18%	33%	29%	18%
Texas	33%	29%	18%	33%	29%	18%
Utah	33%	29%	18%	33%	29%	18%
Vermont	33%	29%	18%	33%	29%	18%
Virginia	33%	29%	18%	33%	29%	18%
Washington	33%	29%	18%	33%	29%	18%
West Virginia	33%	29%	18%	33%	29%	18%
Wisconsin	33%	29%	18%	33%	29%	18%
Wyoming	33%	29%	18%	33%	29%	18%
* -. Discounts will be calculated based on intrastate usage billings in the State(s) shown on this chart and will be applied against Customer's billed Interstate Usage.						

Additional Discounts for Inbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Alabama	33%	29%	18%	33%	29%	18%
Alaska	33%	29%	18%	33%	29%	18%
Arizona	33%	29%	18%	33%	29%	18%
Arkansas	33%	29%	18%	33%	29%	18%
California	33%	29%	18%	33%	29%	18%
Colorado	33%	29%	18%	33%	29%	18%
Connecticut	33%	29%	18%	33%	29%	18%
Delaware	33%	29%	18%	33%	29%	18%
Florida	33%	29%	18%	33%	29%	18%
Georgia	33%	29%	18%	33%	29%	18%

State of Michigan WK TBD 1971691v1	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date _____ Effective Date of Amendment _____
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Pricing Schedule for AT&T Business Network Service

Additional Discounts for Inbound Intrastate total charges*						
State	Interlata			Intralata		
	Switched	Loyalty	Dedicated	Switched	Loyalty	Dedicated
Hawaii	33%	29%	18%	33%	29%	18%
Idaho	33%	29%	18%	33%	29%	18%
Illinois	33%	29%	18%	33%	29%	18%
Indiana	33%	29%	18%	33%	29%	18%
Iowa	33%	29%	18%	33%	29%	18%
Kansas	33%	29%	18%	33%	29%	18%
Kentucky	33%	29%	18%	33%	29%	18%
Louisiana	33%	29%	18%	33%	29%	18%
Maine	33%	29%	18%	33%	29%	18%
Maryland	33%	29%	18%	33%	29%	18%
Massachusetts	33%	29%	18%	33%	29%	18%
Michigan	33%	29%	18%	33%	29%	18%
Minnesota	33%	29%	18%	33%	29%	18%
Mississippi	33%	29%	18%	33%	29%	18%
Montana	33%	29%	18%	33%	29%	18%
Nebraska	33%	29%	18%	33%	29%	18%
Nevada	33%	29%	18%	33%	29%	18%
New Hampshire	33%	29%	18%	33%	29%	18%
New Jersey	33%	29%	18%	33%	29%	18%
New Mexico	33%	29%	18%	33%	29%	18%
New York	33%	29%	18%	33%	29%	18%
North Carolina	33%	29%	18%	33%	29%	18%
North Dakota	33%	29%	18%	33%	29%	18%
Ohio	33%	29%	18%	33%	29%	18%
Oklahoma	33%	29%	18%	33%	29%	18%
Oregon	33%	29%	18%	33%	29%	18%
Pennsylvania	33%	29%	18%	33%	29%	18%
Rhode Island	33%	29%	18%	33%	29%	18%
South Carolina	33%	29%	18%	33%	29%	18%
South Dakota	33%	29%	18%	33%	29%	18%
Tennessee	33%	29%	18%	33%	29%	18%
Texas	33%	29%	18%	33%	29%	18%
Utah	33%	29%	18%	33%	29%	18%
Vermont	33%	29%	18%	33%	29%	18%
Virginia	33%	29%	18%	33%	29%	18%
Washington	33%	29%	18%	33%	29%	18%
West Virginia	33%	29%	18%	33%	29%	18%
Wisconsin	33%	29%	18%	33%	29%	18%
Wyoming	33%	29%	18%	33%	29%	18%

* -. Discounts will be calculated based on intrastate usage billings in the State(s) shown on this chart and will be applied against Customer's billed Interstate Usage.

State of Michigan WK TBD 1971691v1	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date _____ Effective Date of Amendment _____
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Pricing Schedule for AT&T Business Network Service

Toll-Free Services – Standard Features	
Feature/Charge	Discount %
Usage Charges for Toll-Free INFO-2 per caller with number information	100%
Monthly Recurring Charges for Toll-Free INFO-2 without PRI office function per Routing Arrangement	100%

Toll-Free Services - Advanced Toll-Free Features (Classic) Announcement Features	
Feature/Charge	Discount %
Monthly Recurring Charge for Announcement Features monthly storage charge per announcement	100%
Usage Charge for Announcement Features per announcement played	29%
Usage Charge for Announcement Features (other than Enhanced Announcement) per minute of announcement played (measured in six-second increments)	17%
Usage Charge for Enhanced Announcement per minute of announcement played (measured in six-second increments)	17%
Usage Charge for Network Queuing for each six seconds or fraction held in queue	100%

Toll-Free Services - Advanced Toll-Free Features (Classic) Call Redirection Features	
Feature/Charge	Discount %
Monthly Recurring Charge for Alternate Destination Routing monthly service charge per Toll-Free Number (subject to a maximum monthly service charge of \$5,000.00)	100%
Non-Recurring Charge for Alternate Destination Routing initial installation per dialed number	100%
Usage Charge for Alternate Destination Routing for each call routed to an alternate destination	100%
Usage Charge for Next Available Agent Routing for each redirected call (subject to a minimum monthly service charge of \$10.00 and a maximum monthly service charge of \$5,000.00)	80%

Toll-Free Services - Advanced Toll-Free Features (Classic) Transfer Connect Features	
Feature/Charge	Discount %
Usage Charge for Transfer Connect per second for redirection to non-toll-free termination	100%
Usage Charge for Transfer Connect - Courtesy Transfer per redirection attempt	100%
Usage Charge for Transfer Connect - Courtesy Transfer per completed call	25%
Usage Charge for Transfer Connect - Conference and Transfer per completed call	29%

Toll-Free Services - Advanced Toll-Free Features (Classic) Routing Features	
Feature/Charge	Discount %
Monthly Recurring Charge for Feature Package-II - Routing Plan Option (unlimited use of all Routing Features) for each Toll-Free Number	100%
Non-Recurring Charge for Feature Package-II - Routing Plan Option (unlimited use of all Routing Features) for each Toll-Free Number	100%

State of Michigan WK TBD 1971691v1	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date _____ Effective Date of Amendment _____
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Pricing Schedule for AT&T Business Network Service

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
AT&T Toll-Free READYLINE Service Monthly Recurring Charges Per Routing Arrangement per Toll-Free Number	Every Month	None
50% of AT&T Toll-Free MEGACOM Service Monthly Recurring Charges Per Routing Arrangement per Toll-Free Number	Every Month	None

6.3 Other Requirements

6.3.1 Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sq_flashPlayerPage/GP
<p>The Applicable Services/Service Components identified above ("Affected Services") are expected to evolve into or be replaced by more technologically advanced services over time as part of AT&T's network modernization initiatives. As the footprint and availability of new or more advanced versions of such services ("Eligible Replacement Service") expands, AT&T may replace any existing Affected Services or fulfill any new order for such services purchased under this Pricing Schedule with an Eligible Replacement Service, subject to the materially adverse change provision of the Master Agreement.</p> <p>The Eligible Replacement Service(s) will be identified adjacent to the corresponding Affected Service in the General Provisions. Such Eligible Replacement Service(s) shall be provided to Customer pursuant to the terms of the applicable Service Publication.</p>	

State of Michigan WK TBD 1971691v1	For AT&T Administrative Use Only <div> Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date _____ Effective Date of Amendment _____ </div>
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Pricing Schedule for AT&T Business Network Service

7. RATES

7.1 ABN Domestic Dial Station Outbound/Inbound Calling

Service Guide Rate Schedule 5, as revised
from time to time

7.2 ABN International Dial Station Outbound and Inbound International

Service Guide Schedule B, as revised from
time to time


**AT&T IP FLEXIBLE REACH, AT&T IP TOLL-FREE and AT&T VOICE DNA®
 PRICING SCHEDULE**

Customer	AT&T
State of Michigan Street Address: 530 W Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp. ("Contractor")
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices
	<input checked="" type="checkbox"/> Primary AT&T Contact
Name: David Wilson Title: Director Street Address: 608 W. Allegan , 1str Floor Hannah City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172410257 Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between Contractor and State referenced above.

The State acknowledges that it has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the State's location in the automatic location information database.

**AT&T IP FLEXIBLE REACH, AT&T IP TOLL-FREE and AT&T VOICE DNA®
PRICING SCHEDULE****1. SERVICES**

Service	Service Publication Location
AT&T IP Flexible Reach AT&T IP Toll-Free	http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None
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4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

5. ADDITIONAL TERMS AND CONDITIONS**5.1 White Pages, Yellow Pages, Directory Assistance**

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to Contractor Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. State (not Contractor) is solely responsible for complying with (1) and (2). If State supplies information to Contractor that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), State understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and State will indemnify and hold Contractor and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by Contractor, by any Contractor Affiliate, by State or by any third party as a result of State's breach of its obligation.

**AT&T IP FLEXIBLE REACH, AT&T IP TOLL-FREE and AT&T VOICE DNA®
PRICING SCHEDULE****6. RATES AND DISCOUNTS**

Discounts are applied to the applicable Service Publication rates.

OTC=One Time Charge

MRC=Monthly Recurring Charge

I. Common Billable Elements

Table A: Common Plan Elements		
Item	Type of Charge	Discount
US Off-Net Calling Charge	Per Usage	62.0 %
International (Non-US) Off-Net Calling Charge	Per Usage	20.0 %
AT&T IP Flexible Reach Enhanced Features Package	MRC, per Concurrent Call	100.0 %

II .Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	OTC per Site	100.0 %	Not available
Calling Plan Charge	MRC, per Concurrent Call	75.0 %	0%

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	OTC per Site	100.0 %	Not available
Calling Plan Charge*	MRC, per Concurrent Call	75.0 %	0%
Telephone Number Charge	MRC, per Number	100.0 %	Not available

* This charge is waived for all Voice DNA Sites.

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	OTC per Site	100.0 %	Not available
Calling Plan Charge	MRC, per Concurrent Call	85.0 %	0%
Telephone Number Charge	MRC, per Number	100.0 %	Not available

**AT&T IP FLEXIBLE REACH, AT&T IP TOLL-FREE and AT&T VOICE DNA®
PRICING SCHEDULE**

Table D: Calling Plan G (AT&T IP Toll-Free Only)		
Item	Type of Charge	Calling Plan Discount
AT&T IPTF Calling Plan Setup Fee	OTC, per Site	100.0 %
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	100.0 %
AT&T IPTF Calling Charge – US Interstate	Usage	40.0 %
AT&T IPTF Calling Charge – US Intrastate	Usage	63.0 %
AT&T IPTF Calling Charge – Canada to US	Usage	48.0 %
AT&T IPTF Calling Charge – US to Non-US	Usage	20.0 %
AT&T IPTF Calling Charge – Canada to Non-US	Usage	40.0 %
AT&T IPTF Calling Charge – Non-US to US	Usage	20.0 %
International Inbound Setup	OTC, per Site	20.0 %
Universal International Freephone No. (UIFN) Fee	OTC, per UIFN Number	20.0 %
International Inbound per Country Charge	MRC, per country, per Site	20.0 %
Routing Arrangement (APN) Charge	MRC	20.0 %

III. AT&T IP Transfer Connect Features (available for specified services only)

Table A: AT&T IP Transfer Connect Features		
Item	Type of Charge	Discount
IP Courtesy Transfer	OTC	100.0 %
IP Courtesy Transfer	MRC	100.0 %
IP Courtesy Transfer	Per Attempt	20.0 %
IP Redirect / IP Redirect with Data Forwarding	OTC	100.0 %
IP Redirect / IP Redirect with Data Forwarding	Usage	100.0 %
IP InfoPack	OTC	100.0 %
IP InfoPack	MRC	100.0 %
IP InfoPack	Per Call	20.0 %

IV. Miscellaneous Charges

Table A: VoIP Module Card		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call	100.0 %

Table B: Help Desk and VQM Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Discount
Help Desk Service Charge (not applicable)	MRC per Site	100.0 %
Equipment Setup Fee (optional)	OTC, per Site	100.0 %
VQM Charge (small)	MRC per Site	100.0 %
VQM Charge (medium)	MRC per Site	100.0 %

AT&T and Customer Confidential Information

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AT&T MA Reference No. 149943UA

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**AT&T IP FLEXIBLE REACH, AT&T IP TOLL-FREE and AT&T VOICE DNA®
PRICING SCHEDULE**

VQM Charge (large)	MRC, per Site	100.0 %
VQM Charge (x large)	MRC, per Site	100.0 %

Table C: AT&T IP Flexible Reach and AT&T IP Toll-Free Hardware-impacting Move/Add/Change/Delete (MACD) Charges (applies only if AT&T VPN is the Underlying Transport Service)

Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	OTC per occurrence	50.0 %

AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle

Customer	AT&T	Contractor Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan ("the State") 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp. ("Contractor")	Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
Customer Contact (for notices)	Contractor Contact (for notices)	Contractor Solution Provider or Representative Information (if applicable)
Name: David Wilson Title: Director 530 W. Allegan St. , 1str Floor Lansing , MI 48933 United States Telephone: 517-241-0257 Email:wilsond7@michigan.gov Customer Account Number or Master Account Number:	3566 Michael Av., Suite 150 Wyoming, MI 49509 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <u>mast@att.com</u>	

This Network Sourcing Pricing Schedule is attached to the Contract referenced above and provides the service description, responsibilities and custom pricing associated with the Unified Communications Services Bundle described in this Pricing Schedule. The rates included herein are exclusive of any applicable taxes which are the responsibility of the State. This Network Sourcing Pricing Schedule is restricted to Services provided in the U.S. only.

The State, acknowledges and has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available with UC Voice that is provisioned with PSTN access by the State's Administrator. Such limitations and advisories are stated and identified in the Contractor's Unified Communications Service Guide found in the Contractor's Service Guide ("SG") Library at <http://serviceguidenew.att.com>. If the State's Administrator has not provisioned UC Voice with PSTN access, no access to 911 or E911 will be available. If the State's

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AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle

Administrator has provisioned UC Voice with PSTN access, 911/E911 may be limited under the following circumstances which include, but are not limited to, relocation of the User's CPE, 911 is dialed from a location other than the registered location last provided to the PSTN access provider; the broadband connection (wired, wireless and/or WI-FI) has been disrupted or impaired; the data service upon which the broadband connection is dependent is terminated or is disrupted or impaired; loss of electrical or battery power; delays have occurred in processing a newly updated registered location on file with the PSTN access provider; use of a non-native telephone number; and the device is not located in the U.S.A., Puerto Rico, the U.S. Virgin Islands, Guam, CNMI or American Samoa. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World."

The undersigned further acknowledges that emergency calls placed from Mobile Applications on CMRS enabled devices will generally be handled over the cellular network. When cellular coverage is not available, voice over Wi-Fi calling capability (including 911 calls) generally will not be available.

AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle

1. Pricing Schedule Term and Effective Dates

Pricing Schedule Term	60 Months
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
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Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
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2. UNIFIED COMMUNICATIONS BUNDLES

2.1 Introduction

All capitalized terms used but not defined in this Network Sourcing Pricing Schedule have the meaning given them in the Agreement.

2.2 Limitation on Use

The State is prohibited from using the Contractor's UC Services or downloading Software related to the Contractor UC Services in countries where the Contractor's UC Services is not offered by Contractor. The duty to comply with laws governing the importation and/or use of encryption technology including the requirement to obtain export, import, and/or use licenses, and on-going reporting obligations remains solely and exclusively with the State. Contractor may suspend or terminate the Contractor's UC Services as necessary or required to comply with applicable law, regulation or order.

2.3 Emergency Calling

At or before Service activation, the State certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing the State access to three-digit emergency dialing service for as long as Contractor provides UC Voice service to that Site. The State is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. The State agrees to provide end users a means by which the State and the State's End Users may update location information to ensure the accuracy of location details. The State agrees to indemnify and defend Contractor and its affiliates from and against any and all third-party claims and related loss, liability, damage and expense, arising from The State's failure to perform the State's obligations outlined in this Section. Contractor's provisioning of UC Voice service is conditioned upon the State's full compliance with these obligations, and failure to do so is a material breach of this Network Sourcing Pricing Schedule.

2.4 Cisco Warranty; License; RMA Procedures

For equipment manufactured by Cisco, the State is deemed to accept the below-referenced software license, warranty and RMA process upon receipt of the equipment: www.cisco.com/go/eula

Additionally, the applicable warranty passed through hereunder with respect to such equipment is included in the equipment package; a sample of the Cisco limited warranty passed through hereunder can be reviewed at: <http://www.cisco.com/go/warranty>

AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle

The terms and conditions applicable to the Cisco RMA process can be reviewed at http://www.att.com/cpe/docs/return_material_authorization.doc

2.5. Cisco SMARTnet™

Cisco SMARTnet™ provided hereunder is provided directly to the State by Cisco pursuant to the terms of the Cisco End User Support Agreement ("EUSA") reprinted at <http://www.cisco.com/legal/cbr.html>. The EUSA is a separate agreement between Cisco and the State and the State is solely responsible for compliance with its terms and conditions. By the State assenting to the terms and conditions of this Pricing Schedule, the State is also bound to the terms and conditions of EUSA, as if the terms and conditions of the EUSA were fully set forth herein. Contractor will invoice the State for the charges associated with SMARTnet™ purchased hereunder. Cisco shall be solely responsible for the provision of the SMARTnet™ and the State releases Contractor from any loss, damages or other claims relating to the SMARTnet™. Further Cisco service descriptions and Terms & Conditions can be found at www.cisco.com/go/servicesdescriptions.

3. UC Services Bundle

3.1 Contractor UC Services and Licenses. Contractor UC Services are provided on a subscription basis subject to the terms and conditions set forth herein and in the following Service Publications:

Service	Service Publication Location
Contractor Unified Communications Services ("UC Services")	http://serviceguidenew.att.com/sq_flashPlayerPage/UC
Vendor Software	Vendor Software License Agreement
Cisco Jabber 9.0.1	http://www.att.com/cpe/docs/software_license.doc

3.2 Deployment Services

Contractor will install and deploy Hosted UC Voice Services to support up to forty thousand five hundred (40500) UC Voice users. Services not specifically provided for hereunder are outside the scope of this Pricing Schedule. The State and Contractor shall establish a mutually agreed deployment schedule.

3.2.1 UC Services is priced and designed based on the following three site types:

- Site types with up to 100 users (1-100);
- Site types with 101-500 users; and
- Site types with 501+ users.

3.2.2 Contractor will:

- Assign resources to go to each location and perform a site walk through prior to any on-site work beginning.
- Be responsible for the Station Reviews, Dial Plans and VOSS uploads which will include the installation of 2000 JABBER users.
- Place all phones in the proper locations as specified by the State. The new Cisco phones will be sent to the Contractor's Memphis, TN staging facility for basic staging prior to being installed.
- Install a new Cisco Router at each location to act as a SRST gateway. These will be rack mounted by Contractor and the configurations will be applied by the Contractor's Data Center.

AT&T Network Sourcing Pricing Schedule for Unified Communications Services Bundle

e) Assign Project Management resources for each location assigned based on user counts.

f) Provide on-site Train the Trainer training at each location. User locations with up to 100 users will receive a half day of training and locations with over 500 users will receive a full day of training. The half day sessions will accommodate up to 10 trainers and the full day sessions will accommodate up to 20 trainers. The State of Michigan employees that receive this training will be responsible for training all other users for the State of Michigan.

g) Provide Next Business Day ("NBD") support to each location as described below:

- Locations with up to 100 users (1 – 100) will receive 4 hours of NBD support
- Locations with 101 - 500 users will receive 16 hours of NBD support
- Locations with 500+ users will receive 32 hours of NBD support

3.2.3 The State of Michigan will be responsible for all rack Space, power requirements and cabling.

3.3 Minimum Payment Period

The Minimum Payment Period for UC Services shall commence upon Acceptance of the site(s), which includes the Licenses associated with that site(s), by the State and continue for a Minimum Payment Period (MPP) of Sixty (60) months. The deployment services will be provided according to a mutually agreed project schedule.

If the State elects to discontinue UC Services at the end of the Network Sourcing Pricing Schedule Term or at any time prior to the expiration of the MPP, it may, at its sole option, choose to pay the remaining MPP commitment (calculated by remaining Monthly Recurring Charges multiplied by number of months remaining for each applicable Service Component) as a lump sum payment.

3.4 Contractor Responsibilities

3.4.1 Network Design

A pre-planning session will be convened with the State and a Contractor Solutions Architect who is well versed in cloud based VoIP deployments to discover and share information about the Project before the work is started. Information discovered during this session will be used during the configuration and testing portions of the Project.

During the pre-planning session, Contractor and the State's IT staff will review the following items in preparation for the Project:

- Site Reviews – Each State Site will be reviewed, emphasizing server location and power requirements, potential data backup facilities, cut-over requirements set forth by the State and WAN and PSTN connectivity.
- Current Network Design - The current network infrastructure and IP addressing scheme will be reviewed for compatibility with the planned IP-Telephony network and adjusted or changed if deemed necessary.
- Dial-Plan Design - The Site's current telephony dial-plan will be reviewed for migration or alteration. This includes DID allocation by the PSTN provider.
- The pre-planning session may be completed remotely, when possible, to help reduce travel expenses associated with the project and to minimize disruptions at a State's location.

3.4.2 Project Management

Contractor will:

- (a) Assign a designated Contractor Project Manager ("Contractor PM") to interface directly with the State project manager and serve as the primary interface to the State's organization.
- (b) Conduct a formal project kick-off meeting to review the contract and associated Services.
- (c) Provide a project timeline draft for the State's review. The State and Contractor will mutually agree to the project timeline.

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- (d) Participate and provide status and project planning meetings as mutually agreed. The audience for such status meetings may be either the Contractor personnel, third party vendors or the State determined team members.
- (e) Develop, manage and track project schedules and all Change Control events.
- (f) Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues lists as needed.
- (g) Coordinate scheduling with the State.
- (h) Coordinate the site installation priorities and the installation schedules with the State's project manager. Installation dates may vary if network connectivity is being installed and coordinated as part of this project.
- (i) Function as the escalation focal point for issues that may arise under this Pricing Schedule.
- (j) Provide, at the Customer's written or oral request, status updates as to the progress of the Services provided under this Pricing Schedule—these updates will be provided via email or telephone conversations.
- (k) Work with the State to create a communication plan that identifies both Contractor and the State resources required for the Project.
- (l) Process and track equipment procurement orders as required.
- (m) Work with Contractor and the State's personnel to determine readiness of each facility for receipt of Services and/or equipment.
- (n) Coordinate test and turn-up activity and coordination of network service providers and equipment provider(s) associated with the equipment and the network connectivity.

3.4.3 Site Walk Through or Site Assessment

Contractor will assign a resource for each location of the project to perform a site walk through or a site assessment, depending on the needs of the State.

Site Walk Through:

- (a) A Contractor resource will visit each location and meet with the State's contact at that site.
- (b) That resource will make an assessment of the location, verifying rack space, power requirements, cabling and the general layout of the site to verify it meets the minimum requirements for Contractor's UC Services.
- (c) The site assessment will take into account the number of users, types of circuits, existing equipment (If being incorporated into the solution) and number of users per site.

3.4.4 Station Reviews

- (a) Contractor will assign a resource to work directly with the State to perform and develop station reviews, dial plans, VOSS form/SAT Uploads and review of special features including JABBER, LYNC and overhead paging discovery. Some or all of this work may be completed remotely in an effort to reduce any travel cost and on site disruptions for the State.
- (b) A contact at each location or a single contact representing all locations, will receive an email with information that needs to be gathered for station reviews of each phone and phone device such as fax machines and modems being installed at the site. Additional information such as name, extension, type of phone and number of lines will be provided by the State.
- (c) The State's project manager will verify all data received, create a grid sheet containing all station information supplied, and prepare the information for the upload to the Contractor's Managed Unified Communications Servers located in the Contractor's data centers.

3.4.5 Staging

Contractor will stage all equipment included in Appendix A for the Services provided in this Pricing Schedule at either a Contractor staging location or the State's Site(s) as follows:

- (a) Open boxes and inspect for physical damage.
- (b) Power on the equipment and verify normal operation.
- (c) Load the configuration file and the individual site parameters for each router.
- (d) Verify the proper load of the configuration file.

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- (e) Repack and ship the equipment to the State's site

3.4.6 Installation

Contractor will manage the following installation activities:

- (a) Provide the State with information on power and environmental requirements for equipment in advance of installation.
- (b) Confirm with the State that any site readiness tasks have been completed and the required circuits are provisioned and operational.
- (c) Verify network configuration with the State's single point of contact prior to on-site installation.
- (d) Unpack, inventory and inspect Contractor provided equipment at the State's installation site.
- (e) Install/rack mount and connect the equipment into the State's existing racks and/or wallboards. The State must ensure appropriate equipment racks are located at the agreed upon demarcation points.
- (f) Provide remote technical support for the Contractor on-site engineer during the installation, migration, cutover and implementation testing.
- (g) Configure and install all equipment listed in Appendix A at the State's site(s) as described in the Project Overview section of this Pricing Schedule
- (h) Troubleshoot and replace hardware failures of new equipment relating to the installation / upgrade of the Contractor provided product.
- (i) Obtain local contact signature on the State's Acceptance Form.

3.4.7 Test and Turn-up

Contractor will manage the following Test and Turn-Up functions applicable to each site after the equipment installation.

- (a) Test up to six (6) phones per floor to assure proper calling and call routing
- (b) Test connectivity and call routing with the UC Voice platform
- (c) Test at least one (1) IP phone per defined User Group.
- (d) Test Inbound/Outbound Dialing on DID's/ Trunk Ports.
- (e) Test Dial Plan.
- (f) Test Caller ID.
- (g) Test Long Distance access.
- (h) Test Call Parking features.
- (i) Test Call Transfer features.
- (j) Test 911/9911 on up to three (3) phones.
- (k) Test Automated Attendant functionality and prompts.
- (l) Test voice mail access and retrieval.
- (m) Test Music on Hold functionality.
- (n) Verify at least one (1) phone can forward a call and initiate a 3-way conference in mid-call.
- (o) Test SRST (Survivable Remote Site Telephony) functionality.

3.4.8 Next Day Support

A Contractor engineer will provide on-site support as appropriate for resolution of phone quality and functionality issues.

Contractor will provide the following post installation support services ("Day 1 Support") for the Project as follows:

- (a) On-Site, Next Business Day support will be based on number of users per location.
- (b) Sites with less than 50 users at one location will not have onsite support unless specifically requested.
- (c) On site coverage will be auto calculated based on the number of users at any location but will not to exceed 3 full days of onsite coverage time unless otherwise specified in the Scope of Work for more or less time.

3.4.9 Training

- (a) The training described in Section 3.2.2 (f) will focus on the following:
 - Phone features - Phone controls, transferring calls, conference calls
 - Phone settings - Call, message, and personal settings

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- Voicemail - Setup, displaying, recording greetings
 - Hands-on review and demonstration
 - Quick reference handout
- (b) The State will provide a suitable training room at the applicable sites where Contractor is providing training as part of the Services provided in this Pricing Schedule to accommodate the number of students for either training course. The room must include the State's supplied white board, video projector, and IP phones for training. If the State does not supply their IP phones, training will be limited to the lesson guide.
- (c) All Train the Trainer and End User training will be "On-Site" at the State's location(s) specified in the Scope of Work.

4. Installation Hours of Service

The installation Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated Contractor holidays ("Normal Business Hours"), unless otherwise noted herein.

Contractor Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25

5. The State's Responsibilities

To manage the activities outlined herein on time and within the pricing provided, the State assigned roles and responsibilities described below must be fulfilled. In addition to the State's Deployment Responsibilities listed in the Service Guide the State will:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for the Contractor Project Manager to work with during the Project.
- (b) Participate in meetings and arrange for other relevant business unit personnel be reasonably available for such meetings.
- (c) Review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts ("SME") resources from applicable information technology departments or business units to assist in completing its responsibilities in a timely manner.
- (d) Keep Contractor informed of any information or changes, which may affect Contractor's performance of Services or require a change request in the scope and coordinate appropriate personnel for conference calls, interviews or to provide information as reasonably requested.
- (e) Provide Contractor with reasonable access to the State's site during Normal Business Hours, as needed, and provide office space to include desks, chairs, as well as access to printers, copiers and phone lines while on-site at no charge.
- (f) Provide a primary and backup local site contact name, telephone number, address, and email to facilitate local scheduling issues, equipment delivery confirmation, and other site-specific details. This information is to be provided to the Contractor project manager for each Site.
- (g) Perform all State site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of equipment racks.
- (h) Provide authorized personnel on-site during any equipment installation and test and turn-Up activities.
- (i) Provide Contractor with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access

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- (j) Resume responsibility for the network infrastructure upon completion of the Services provided herein.
- (k) Provide a signature sign-off (Site Acceptance Form) as concurrence of site completion for each site.

Note: If the State chooses to provide the equipment configurations, Contractor must receive them at least ten (10) business days prior to an agreed upon equipment installation date at the State's Site.

6. Project Governance

6.1 Subsequent Order(s) Process

- (a) The State may place Subsequent Orders through the Order process. The Order process includes an Order Request, Contractor Quote and the State's Purchase Order. The State's Purchase Order must reference this Network Sourcing Pricing Schedule by name and Effective Date and the applicable Contractor Quote, using the following statement:

"This PO issued by XXXXX ("the State") pursuant to the Network Sourcing Pricing Schedule dated XX/XX/XXXX."

Note: Once the Purchase Order is received by Contractor, Contractor will begin ordering the equipment and/or making available the Contractor UC Services and then invoicing the charges in accordance herewith.

- (b) **Order Request:** The State shall present an Order Request to Contractor in order to obtain a Contractor Quote. To obtain an Order Request, the State shall inform the Contractor contact in writing (including email) of the requested Contractor UC Services as defined in the Service Guide, the site address and the State point of contact ("Order Request").
- (c) **Contractor Quote:** Upon receipt of an Order Request, Contractor will generate a Contractor Quote that identifies the equipment, Contractor UC Services by category, subscription/user quantities and the associated charges and fees. ("Contractor Quote"). Contractor will deliver the Contractor Quote by email.
- (d) **Orders:** The State shall have thirty (30) days from the date the Contractor Quote is delivered to place the State's Order or such Contractor Quote shall expire. The Order shall be governed by the terms and conditions herein and any set forth on the valid Contractor Quote. In the event of an inconsistency among terms, the order of priority is: (i) the applicable Quote; and (ii) this Pricing Schedule.

6.2 Engagement Contacts

- (a) **the State:**

Name:

Title:

Address:

Contact Information (Phone, email, etc.):

- (b) **Contractor:**

Name:

Title:

Address:

Contact Information (Phone, email, etc.):

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6.3 Acceptance

Contractor shall validate the process steps to achieve Acceptance of the Services in consultation with the State during the start-up period for the Project. During this process, the Acceptance Checklist (Appendix B) will be reviewed with the State and updated accordingly. Contractor shall present the Acceptance Checklist upon completion of the work. The State will indicate acceptance of the Service(s) by signing same. Should the State not accept the Services, Contractor will request a written explanation of the State's reason for not so accepting within five (5) business days. If the State does not so notify Contractor within five (5) business days, Services shall be deemed Accepted. Contractor shall address the State's issue(s) within ten (10) business days after the receipt of such notice, and will then resubmit the Acceptance Checklist for the State's signature. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

7. Fees and Charges

7.1 Charges and Order Commitment Quantity

- (a) A "subscription" constitutes a single use of any Contractor UC Services category. An "Order" consists of the total number of "subscriptions" for any single or multiple categories of Contractor UC Services.
- (b) The State's initial Contractor UC Services order quantity and corresponding monthly recurring charge ("MRC") for each Contractor UC Services category is set forth in the table below.
- (c) The UC Voice Service Type pricing in the tables below includes the UC License, UC Base System Hardware listed in Appendix A, installation of the UC Base System Hardware listed in Appendix A and installation of the associated Cisco IP phone shown in Table 2 below.
- (d) The Centralized SIP Trunking and Centralized AVPN Transport pricing in the table below applies per UC license and includes BVoIP Calling Plan C with Failover and AVPN port + access services (two 250M and two 500M).
- (e) Outbound long distance Off-Net Calls that originate and terminate within the United States are billed at the same per minute rate regardless of where in the United States they originate and terminate. Calling Plan C includes a bundle of such outbound Off-Net Calling minutes, and those bundled minutes are aggregated across all the State's Sites with Calling Plan C; if the aggregated minutes exceed the contracted number of bundled minutes, the State will be billed the applicable per minute rate for the excess per **Schedule C –Pricing Tables**.

Table 1

MONTHLY RECURRING CHARGES PER UC SERVICES BUNDLE CATEGORY PER Subscription		
Unified Communications Services Bundles - U.S.		
UC Services Portfolio Element	Per Subscription Order Quantity	Monthly Recurring Charge
UC Voice Essential Bundle		\$12.44
UC License, UC Hardware, UC Installation	1	\$10.41
Centralized SIP Trunking and Centralized AVPN Transport	1	\$2.03
UC Voice Essential Plus Bundle		\$14.75
UC License, UC Hardware, UC Installation	1	\$12.72

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MONTHLY RECURRING CHARGES PER UC SERVICES BUNDLE CATEGORY PER Subscription		
Unified Communications Services Bundles - U.S.		
UC Services Portfolio Element	Per Subscription Order Quantity	Monthly Recurring Charge
Centralized SIP Trunking and Centralized AVPN Transport	1	\$2.03
UC Voice Classic Bundle		\$14.96
UC License, UC Hardware, UC Installation	1	\$12.93
Centralized SIP Trunking and Centralized AVPN Transport	1	\$2.03
UC Voice Enhanced Bundle		\$19.69
UC License, UC Hardware, UC Installation	1	\$17.66
Centralized SIP Trunking and Centralized AVPN Transport	1	\$2.03
UC Voice Optional Features		
UC Advanced E911	1	\$1.00
PBX Integration Point (PIP)	1	\$3.99
Attendant Console - Standard	1	\$36.50
Group Announcements Basic 1-50 User Blocks	1	\$200.00
Collaboration Edge 1000+ Users / Per User	1	\$1.25

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Table 2

MONTHLY RECURRING CHARGES PER User						
Unified Communications Services - U.S.						
UC Services Portfolio Element	Quantity	Total Price MRC Per User	Essential	Essential Plus	Classic	Enhanced
6901 Cisco IP Telephone with 8x5 NBD Maintenance	1	\$1.97	Y	N	N	N
7821 Cisco IP Telephone with 8x5 NBD Maintenance	1	\$3.57	N	Y	Y	Y
7841 Cisco IP Telephone with 8x5 NBD Maintenance	1	\$4.76	N	N	Y	Y
8831 Cisco IP Telephone with 8x5 NBD Maintenance	1	\$19.62	N	N	Y	Y

7.2. Order Commitment Quantity and Invoicing

During the deployment period, the State shall be invoiced the MRC for the Contractor UC Services associated with each subscription activated plus all installed equipment and Accepted deployment services in each phase of deployment.

7.3 Additional Pricing Terms and Conditions

- a. **Defined Scope.** Any additions or changes to the services described in this pricing schedule will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require Contractor to stop work. Contractor will not be held financially responsible for project delays outside of its control.
- b. Unit pricing is based on the following criteria:
 - UC services will be deployed on a site by site basis rather than per user. Sites that have already been converted to UC services may add individual users on an ad hoc basis per the unit rates in this pricing schedule.
 - The State and Contractor will mutually agree to a deployment schedule
- c. **Invoicing.** Contractor will invoice the Service Fees upon Acceptance as defined herein. Contractor will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.
- d. **Travel and related Expenses.** Contractor personnel will incur travel expenses only after receiving permission from the State's Project Manager.
- e. **Time and Material ("T&M") Rate.** In the event that the scope of work changes or Contractor is requested to perform Services outside of Normal Business Hours, Contractor will bill the State at a T&M rate of two-hundred fifty dollars (\$250.00) per hour per Contractor Consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Request process outlined in Terms and Conditions, Section 2.024.

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8. Engagement Assumptions

This Pricing Schedule is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, Contractor shall provide the State with the changes to the scope, tasks, deliverables or terms and conditions of this Pricing Schedule via the Change Request process described in Terms and Conditions.

- (a) The State will provide Contractor with requested information in a timely manner and takes full responsibility and liability for the accuracy of all information supplied to Contractor by the State and which Contractor relies upon in its performance hereunder.
- (b) The State will coordinate the project kick-off with the designated Contractor Engagement Manager and confirm all required attendees are present as required.

9. Termination

In the event the State terminates this Pricing Schedule, or any portion hereof, for any reason other than Contractor's uncured material breach, the State shall be responsible to pay for all Services rendered, equipment ordered and expenses incurred hereunder as well as an early termination charge based on the remaining MPP commitment per Section 3.2 of this Network Sourcing Pricing Schedule. The MPP termination charge will be calculated as of the effective date of termination and invoiced as a lump sum.

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APPENDIX A: EQUIPMENT LIST FOR BASE SYSTEM

Small Sites Up to 100 Users

Name/Catalog Number	Vendor	Description	Quantity
C2951-CME-SRST/K9	Cisco	2951 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE10	1
FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	1
FL-CUBEE-5	Cisco	Unified Border Element Enterprise License - 5 sessions	2
HWIC-BLANK	Cisco	Blank faceplate for HWIC slot on Cisco ISR	1
ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	1
MEM-2951-512MB-DEF	Cisco	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)	1
PWR-2921-51-AC	Cisco	Cisco 2921/2951 AC Power Supply	1
S2951UK9-15403M	Cisco	Cisco 2951 IOS UNIVERSAL	1
SL-29-IPB-K9	Cisco	IP Base License for Cisco 2901-2951	1
SL-29-UC-K9	Cisco	Unified Communication License for Cisco 2901-2951	1
SM-S-BLANK	Cisco	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	2
CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
CON-OSP-2951CMST	Cisco	SNTC-24X7X4OS 2951 Voice Bundle w/ UC License PAK	1
FL-CME-SRST-100	Cisco	Cisco Communication Manager or SRST- 100 seat license	1
FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	1
MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	1
PVDM3-32U256	Cisco	PVDM3 32-channel to 256-channel factory upgrade	1
VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	1
VIC3-2FXS/DID	Cisco	Two-Port Voice Interface Card- FXS and DID	1
VVIC3-1MFT-T1/E1	Cisco	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1

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Medium Site 101 - 500 Users

Name/Catalog Number	Vendor	Description	Quantity
C3925-CME-SRST/K9	Cisco	3925 Voice Bundle w/PVDM3-64,FL-CME-SRST-25,UC Lic,FL-CUBE25	1
3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE100/K9	Cisco	Cisco Services Performance Engine 100 for Cisco 3925 ISR	1
FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	1
FL-CUBEE-25	Cisco	Unified Border Element Enterprise License - 25 sessions	1
ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	1
MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	1
RPS-COVER-3900	Cisco	Cover for empty 2nd Power Supply slot on Cisco 3925/3945	1
S39UK9-15403M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	1
SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1
SM-D-BLANK	Cisco	Blank faceplate for DW slot on Cisco 2951 and 3925	1
SM-S-BLANK	Cisco	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	2
CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
CON-OSP-3925CMST	Cisco	SN7C-24X7X4OS 3925 Voice Bundle UC License PAK	1
FL-CME-SRST-100	Cisco	Cisco Communication Manager or SRST- 100 seat license	5
FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	1
MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	1
PVDM3-256	Cisco	256-channel high-density voice DSP module	1
PVDM3-64U256	Cisco	PVDM3 64-channel to 256-channel factory upgrade	1
VIC2-4FXO	Cisco	Four-port Voice Interface Card - FXO (Universal)	2
VIC3-4FXS/DID	Cisco	Four-Port Voice Interface Card - FXS and DID	1
VVIC3-2MFT-T1/E1	Cisco	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1

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Large Site 500+ Users

Name/Catalog Number	Vendor	Description	Quantity
C3945-CME-SRST/K9	Cisco	3945 Voice Bundle w/PVDM3-64,FL-CME-SRST-25,UC Lic,FL-CUBE25	1
3900-FANASSY	Cisco	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
FL-CME-SRST-25	Cisco	Communication Manager Express or SRST - 25 seat license	1
FL-CUBEE-25	Cisco	Unified Border Element Enterprise License - 25 sessions	1
HWIC-BLANK	Cisco	Blank faceplate for HWIC slot on Cisco ISR	3
ISR-CCP-EXP	Cisco	Cisco Config Pro Express on Router Flash	1
MEM-3900-1GB-DEF	Cisco	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
PWR-3900-AC	Cisco	Cisco 3925/3945 AC Power Supply	1
RPS-COVER-3900	Cisco	Cover for empty 2nd Power Supply slot on Cisco 3925/3945	1
S39UK9-15403M	Cisco	Cisco 3925-3945 IOS UNIVERSAL	1
SL-39-IPB-K9	Cisco	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Cisco	Unified Communication License for Cisco 3900 Series	1
SM-S-BLANK	Cisco	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	4
CAB-AC	Cisco	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
CON-OSP-3945CMST	Cisco	SN7C-24X7X4OS 3945 Voice Bundle UC License PAK	1
FL-CME-SRST-100	Cisco	Cisco Communication Manager or SRST- 100 seat license	10
FL-SRST	Cisco	Cisco Survivable Remote Site Telephony License	1
MEM-CF-256U1GB	Cisco	256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900	1
PVDM3-256	Cisco	256-channel high-density voice DSP module	2
PVDM3-64U256	Cisco	PVDM3 64-channel to 256-channel factory upgrade	1
VVIC3-4MFT-T1/E1	Cisco	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	1

Additional Terms and Conditions - Equipment

- A. The equipment shall be delivered to and thereafter kept at the location specified in the Order and shall not be removed without Contractor's prior written consent, such consent which shall not be unreasonably withheld.
- B. The State, at its expense, shall take good and proper care of the equipment and make all repairs and replacements necessary to maintain and preserve the equipment and keep it in good order and condition. The State shall not make any alterations, additions, or improvements, or add attachments to the equipment without the prior written consent of Contractor, except for (i) additions or attachments consisting solely of telephone terminal equipment, and (ii) additions or attachments purchased or provided hereunder.
- C. The State shall return, at its own expense, the equipment at the expiration or termination of this Pricing Schedule. Prior to return, the State shall restore the equipment to Return Condition, and the State agrees that any addition, alteration, improvement or attachment shall belong to and become a part of the property of

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Contractor. "Return Condition" means the State shall return, at its cost and expense, the equipment to Contractor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the equipment, normal wear and tear excepted. Return Condition also indicates that the equipment will be eligible on expiration or termination of this Pricing Schedule for acceptance by the manufacturer, or a manufacturer certified third party maintenance organization. Any software upgrade will become the property of the Contractor. Contractor shall have the right, upon reasonable prior notice to the State and during normal business hours, to inspect the equipment at its location.

- D. The State shall not permit its rights or interest hereunder to become subject to any lien, charge, or encumbrance.
- E. If the equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), the State shall promptly notify Contractor. The State shall, at its option: (a) immediately repair the affected equipment such that it is in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to Contractor, or (c) to the extent permitted by law, pay to Contractor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected equipment, plus any other unpaid amounts due under the this Pricing Schedule. If an Event of Loss occurs as to part of the equipment for which the SLV is paid, a prorata amount of each rent payment shall abate from the date the SLV payment is received by Contractor. The SLV shall be an amount equal to the sum of all future Monthly Recurring Charges from the last Monthly Recurring Charge date to the end of the Minimum Payment Period.
- F. The State shall be in default hereunder upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by the State to pay any Monthly Recurring Charges or other amounts payable under any Statement of Work for a period of sixty (60) days or more, or (b) the State fails to return the equipment at the expiration or termination of this Pricing Schedule.
- G. (i) Upon the occurrence of an Event of Default in accordance with sub-section (F) above, Contractor may, at its option do any or all of the following: (a) retake immediate possession of the equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (b) cause the State, and the State hereby agrees, to return the equipment to Contractor as provided herein, (c) recover from the State, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Monthly Recurring Charges immediately due and payable, or (d) by notice in writing to the State, cancel this Pricing Schedule whereupon all right and interest of the State in or to the possession or use of the equipment shall absolutely cease. (ii) Further, Contractor shall be entitled to recover from the State and the State agrees to pay: (1) any and all damages which Contractor shall sustain by reason of any such default or breach by the State, (2) such expenses as shall be expended or incurred by Contractor in the seizure, rental, storage, transportation, sale of equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. The State further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by Contractor; (3) The remedies herein provided in favor of Contractor in the event of the State's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law or in equity.
- H. Contractor may, without notice or the State's consent, assign in whole or in part Contractor's right to payments due under this Pricing Schedule to an Affiliate or third party. Such assignment does not relieve Contractor of its performance obligations under this Pricing Schedule

AT&T Network Sourcing Pricing Schedule for Custom Services

APPENDIX B: SAMPLE ACCEPTANCE CHECKLIST

LIST OF ACTIVITIES	Applicable	Completion date	Initial
<u>The State's Responsibilities</u>	√		
	√		
<u>Contractor Responsibilities</u>	√		
	√		
	√		
	√		
	√		
	√		
<u>Delivery & Checkout</u>	√		
	√		
	√		

Customer Acceptance:

Contractor Acknowledgement:

By: _____
(Authorized Representative)

By: _____
(Authorized Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

AT&T Network Integration Pricing Schedule for Unified Communications Services

Customer	AT&T	Contractor Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan ("the State") 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp. ("Contractor")	Name: Chuck Bonner Address: 3566 Michael Av, Suite 150 City: Wyoming State: MI Zip Code: 49509 TN: 517-334-3614 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for notices)	Contractor Contact (for notices)	Contractor Solution Provider or Representative Information (if applicable)
Name: David Wilson Title: Director 530 W. Allegan St. , 1str Floor Lansing , MI 48933 United States Telephone: 517-241-0257 Email: wilsond7@michigan.gov Customer Account Number or Master Account Number:	3566 Michael Av., Suite 150 Wyoming, MI 49509 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name: Mike Reckley Address: 11760 US Hwy 1, 3rd Flr City: North Palm Beach State: FL Zip Code: 33408 E-mail: mreckley@att.com TN: 248-892-2292

This Network Integration Pricing Schedule is attached to the Contract referenced above and provides the service description, responsibilities and custom pricing associated with the Unified Communications Services described in this Pricing Schedule. The rates included herein are exclusive of any applicable taxes which are the responsibility of the State. This Network Integration Pricing Schedule is restricted to Services provided in the U.S. only.

The State, acknowledges and has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available with UC Voice that is provisioned with PSTN access by the State's Administrator. Such limitations and advisories are stated and identified in the Contractor's Unified Communications Service Guide found in the Contractor's Service Guide ("SG") Library at <http://serviceguidenew.att.com>. If the State's Administrator has not provisioned UC Voice with PSTN access, no access to 911 or E911 will be available. If the State's Administrator has provisioned UC Voice with PSTN access, 911/E911 may be limited under the following circumstances which include, but are not limited to, relocation of the User's CPE, 911 is dialed from a location other than the registered location last provided to the PSTN access provider; the broadband connection (wired, wireless and/or WI-FI) has been disrupted or impaired; the data service upon which the broadband connection is dependent is terminated or is disrupted or impaired; loss of electrical or battery power; delays have occurred in processing a newly updated registered location on file with the PSTN access provider; use of a non-native telephone number; and the device is not located in the U.S.A., Puerto Rico, the U.S. Virgin Islands, Guam, CNMI or American Samoa. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World."

The undersigned further acknowledges that emergency calls placed from Mobile Applications on CMRS enabled devices will generally be handled over the cellular network. When cellular coverage is not available, voice over Wi-Fi calling capability (including 911 calls) generally will not be available.

AT&T Network Integration Pricing Schedule for Unified Communications Services

1. Pricing Schedule Term and Effective Dates

Pricing Schedule Term	60 Months
-----------------------	-----------

Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
----------------------------------	---

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
---------------------------------------	---

2. UNIFIED COMMUNICATIONS

2.1 Introduction

All capitalized terms used but not defined in this Network Integration UC Pricing Schedule have the meaning given them in the Agreement.

2.2 Limitation on Use

The State is prohibited from using the Contractor's UC Services or downloading Software related to the Contractor UC Services in countries where the Contractor's UC Services is not offered by Contractor. The duty to comply with laws governing the importation and/or use of encryption technology including the requirement to obtain export, import, and/or use licenses, and on-going reporting obligations remains solely and exclusively with the State. Contractor may suspend or terminate the Contractor's UC Services as necessary or required to comply with applicable law, regulation or order.

2.3 Emergency Calling

At or before Service activation, the State certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing the State access to three-digit emergency dialing service for as long as Contractor provides UC Voice service to that Site. The State is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. The State agrees to provide end users a means by which the State and the State's End Users may update location information to ensure the accuracy of location details. The State agrees to indemnify and defend Contractor and its affiliates from and against any and all third-party claims and related loss, liability, damage and expense, arising from The State's failure to perform the State's obligations outlined in this Section. Contractor's provisioning of UC Voice service is conditioned upon the State's full compliance with these obligations, and failure to do so is a material breach of this Network Integration Pricing Schedule.

2.4 Cisco Warranty; License; RMA Procedures

For equipment manufactured by Cisco, the State is deemed to accept the below-referenced software license, warranty and RMA process upon receipt of the equipment: www.cisco.com/go/eula

Additionally, the applicable warranty passed through hereunder with respect to such equipment is included in the equipment package; a sample of the Cisco limited warranty passed through hereunder can be reviewed at: <http://www.cisco.com/go/warranty>

The terms and conditions applicable to the Cisco RMA process can be reviewed at http://www.att.com/cpe/docs/return_material_authorization.doc

Oppty ID: 1-32D58OK
Custom Network Sourcing – mr5231; kp6192

AT&T Network Integration Pricing Schedule for Unified Communications Services

2.5. Cisco SMARTnet™

Cisco SMARTnet™ provided hereunder is provided directly to the State by Cisco pursuant to the terms of the Cisco End User Support Agreement ("EUSA") reprinted at <http://www.cisco.com/legal/cbr.html>. The EUSA is a separate agreement between Cisco and the State and the State is solely responsible for compliance with its terms and conditions. By the State assenting to the terms and conditions of this Pricing Schedule, the State is also bound to the terms and conditions of EUSA, as if the terms and conditions of the EUSA were fully set forth herein. Contractor will invoice the State for the charges associated with SMARTnet™ purchased hereunder. Cisco shall be solely responsible for the provision of the SMARTnet™ and the State releases Contractor from any loss, damages or other claims relating to the SMARTnet™. Further Cisco service descriptions and Terms & Conditions can be found at www.cisco.com/go/servicedescriptions.

3. UC Services

3.1 Contractor UC Services and Licenses. Contractor UC Services are provided on a subscription basis subject to the terms and conditions set forth herein and in the following Service Publications:

Service	Service Publication Location
Contractor Unified Communications Services ("UC Services")	http://serviceguidenew.att.com/sq_flashPlayerPage/UC
Vendor Software	Vendor Software License Agreement
Cisco Jabber 9.0.1	http://www.att.com/cpe/docs/software_license.doc

3.2 Minimum Payment Period

The Minimum Payment Period for UC Services shall commence upon Acceptance of the site(s), which includes the Licenses associated with that site(s), by the State and continue for a Minimum Payment Period (MPP) of Sixty (60) months. The deployment services will be provided according to a mutually agreed project schedule.

If the State elects to discontinue UC Services at the end of the Network Integration UC Pricing Schedule Term or at any time prior to the expiration of the MPP, it may, at its sole option, choose to pay the remaining MPP commitment (calculated by remaining Monthly Recurring Charges multiplied by number of months remaining for each applicable Service Component) as a lump sum payment.

4. Subsequent Order(s) Process

- (a) The State may place Subsequent Orders through the Order process. The Order process includes an Order Request, Contractor Quote and the State's Purchase Order. The State's Purchase Order must reference this Network Integration Pricing Schedule by name and Effective Date and the applicable Contractor Quote, using the following statement:

"This PO issued by XXXXX ("the State") pursuant to the Network Integration Pricing Schedule for UC Services dated XX/XX/XXXX."

Note: Once the Purchase Order is received by Contractor, Contractor will begin ordering and/or making available the Contractor UC Services and then invoicing the charges in accordance herewith.

- (b) **Order Request:** The State shall present an Order Request to Contractor in order to obtain a Contractor Quote. To obtain an Order Request, the State shall inform the Contractor contact in writing (including email) of the requested Contractor UC Services as defined in the Service Guide, the site address and the State point of contact ("Order Request").
- (c) **Contractor Quote:** Upon receipt of an Order Request, Contractor will generate a Contractor Quote that identifies the Contractor UC Services by category, subscription/user quantities and the associated charges and fees. ("Contractor Quote"). Contractor will deliver the Contractor Quote by email.

AT&T Network Integration Pricing Schedule for Unified Communications Services

(d) **Orders:** The State shall have thirty (30) days from the date the Contractor Quote is delivered to place the State's Order or such Contractor Quote shall expire. The Order shall be governed by the terms and conditions herein and any set forth on the valid Contractor Quote. In the event of an inconsistency among terms, the order of priority is: (i) the applicable Quote; and (ii) this Pricing Schedule.

5. Fees and Charges

5.1 Charges

MONTHLY RECURRING CHARGES PER UC SERVICES CATEGORY PER Subscription		
Unified Communications Services - U.S.		
UC Services Portfolio Element	Per Subscription Order Quantity	Monthly Recurring Charge
UC Voice Essential License	1	\$6.83
UC Voice Essential Plus License	1	\$9.14
UC Voice Classic License	1	\$11.26
UC Voice Enhanced License	1	\$14.81
UC Voice Optional Features		
UC Advanced E911	1	\$1.00
PBX Integration Point (PIP)	1	\$3.99
Attendant Console - Standard	1	\$36.50
Group Announcements Basic 1-50 User Blocks	1	\$200.00
Collaboration Edge 1000+ Users / Per User	1	\$1.25
UC Federation		
UC Federation –Basic	1	\$1.76
UC Federation – Calendar	1	\$0.78

AT&T Network Integration Pricing Schedule for Unified Communications Services

5.2 Invoicing

The State shall be invoiced the MRC for the Contractor UC Services associated with each subscription activated.

5.3 Additional Pricing Terms and Conditions

Any additions or changes to the services described in this pricing schedule will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require Contractor to stop work. Contractor will not be held financially responsible for project delays outside of its control.

6. Termination

In the event the State terminates this Pricing Schedule, or any portion hereof, for any reason other than Contractor's uncured material breach, the State shall be responsible to pay for all Services rendered, and expenses incurred hereunder as well as an early termination charge based on the remaining MPP commitment per Section 3.2 of this Network Integration Pricing Schedule. The MPP termination charge will be calculated as of the effective date of termination and invoiced as a lump sum.



ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

149943UA

AT&T MA Reference No. _____

Customer	AT&T
State of Michigan 611 West Ottawa City: Lansing State: MI Zip Code: 48909	The applicable AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Dave Wilson Title: Director – Dept. of Technology, Management and Budget Street Address: 611 West Ottawa City: Lansing State: MI Zip Code: 48909 Country: USA Telephone: 517-241-7552 Email: wilsond7@michigan.gov	Name: Chuck Bonner Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Country: USA Telephone: 616-724-7755 Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government/Education Sales Region: East <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Except when Service is used solely as transport for AT&T switched local or access service(s), Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Ethernet, dedicated or special access Service.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service(s)	Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
Analog Private Lines	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 2	http://cpr.att.com/guidebook/mu/index.html
DS0 Service - Base Rate Service	AT&T Michigan	AT&T Michigan Guidebook, including Part 15, Section 3	http://cpr.att.com/guidebook/mu/index.html
ISDN Direct ("ISDN BRI")	AT&T Michigan	AT&T Michigan Guidebook, including Part 17, Section 1	http://cpr.att.com/guidebook/mu/index.html

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	12 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50%	12 months

4. ADDS; MOVES

4.1 Adds

Orders for Service Components in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Notice of Withdrawal

Service and Service Component Withdrawals during Minimum Payment Period	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	All Analog Private Line and/or DS0 Service and/or ISDN Direct

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

ATTACHMENT A – MICHIGAN
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
State of Michigan

A-1 Rates and Charges: Initial Quantities

Service	Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate (MRR), per unit	Non-recurring Charge (NRC) (New Service Components only), per unit
Analog Private Lines	Local Distribution Channel-2 Wire / T6E2X	0	41	\$ 536.00	\$ 0.00
Analog Private Lines	Local Distribution Channel-4 Wire / T6E4X	0	12	\$ 764.00	\$ 0.00
Analog Private Lines	Channel Mileage Termination / CM6	0	16	\$ 268.00	\$ 0.00
Analog Private Lines	Channel Mileage (per mile) / 1L5XX	0	134	\$ 20.00	\$ 0.00
DS0 - Base Rate Service	Local Distribution Channel / T6ECS	0	17	\$ 801.00	\$ 0.00
DS0 - Base Rate Service	Channel Mileage Termination / CM6	0	8	\$ 125.00	\$ 0.00
DS0 - Base Rate Service	Channel Mileage (per mile) / 1L5XX	0	3	\$ 12.00	\$ 0.00
ISDN BRI	Network Access Line / P2B	0	58	\$ 14.57	\$ 0.00
ISDN BRI	Alternate CSV/CSD per B Channel / P2L	0	47	\$ 5.25	\$ 0.00
ISDN BRI	ISDN Direct Service / BSB1D	0	96	\$ 7.00	\$ 0.00

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

A-2 Initial New and Existing Customer Sites

SERVICE	LOCATION (Street address & City)
Analog Private Lines	345 NORTHLAND DR NE, ROCKFORD
Analog Private Lines	714 S HARRISON RD, EAST LANSING
Analog Private Lines	3500 N ELM AVE, JACKSON
Analog Private Lines	4000 COOPER ST, JACKSON
Analog Private Lines	3511 BEMIS RD BLDG L, PITTSFIELD TWP
Analog Private Lines	2727 RODD ST, MIDLAND
Analog Private Lines	1 STEVENS T MASON BG, LANSING
Analog Private Lines	9367 PARK ENTRANCE RD, GREEN LAKE TOWNSHIP
Analog Private Lines	800 WATER TOWER RD, GRAND RAPIDS
Analog Private Lines	17601 MOUND RD, DETROIT
Analog Private Lines	1650 E 10 MI RD, HAZEL PARK
Analog Private Lines	17600 RYAN RD, DETROIT
Analog Private Lines	714 S HARRISON RD, EAST LANSING
Analog Private Lines	714 S HARRISON RD, EAST LANSING
Analog Private Lines	714 S HARRISON RD, EAST LANSING
Analog Private Lines	530 W ALLEGAN ST, LANSING
Analog Private Lines	3391 PLAINFIELD AVE NE, GRAND RAPIDS
Analog Private Lines	3391 PLAINFIELD AVE NE, GRAND RAPIDS
Analog Private Lines	1960 US HIGHWAY 41 S, MARQUETTE
Analog Private Lines	7029 HURON RD, MACKINAC ISLAND
Analog Private Lines	530 W ALLEGAN ST, LANSING
Analog Private Lines	186 E STATE ST, COLDWATER
Analog Private Lines	2727 RODD ST FL 1, MIDLAND
DS0 - Base Rate Service	410 W UPTON AVE, REED CITY
DS0 - Base Rate Service	7064 CROWNER DR, LANSING
DS0 - Base Rate Service	401 8TH ST, BENTON HARBOR
DS0 - Base Rate Service	731 N CANAL RD, LANSING
DS0 - Base Rate Service	731 N CANAL RRI, LANSING
DS0 - Base Rate Service	611 W OTTAWA ST, LANSING
DS0 - Base Rate Service	1911 SAND BEACH RD, BAD AXE
ISDN BRI	206 N MICHIGAN AVE FL 1, BIG RAPIDS
ISDN BRI	1312 OAKLAND DR FL 1, KALAMAZOO
ISDN BRI	3663 28TH ST SE STE 10C, GRAND RAPIDS
ISDN BRI	42145 SEVEN MILE FL 1, NORTHVILLE TWP
ISDN BRI	7320 N CANAL RD FL 1, WINDSOR TWP
ISDN BRI	42800 MERRILL RD FL 1, STERLING HEIGHTS
ISDN BRI	720 FULLER AVE NE FL 1, GRAND RAPIDS
ISDN BRI	12111 TELEGRAPH RD FL 1, TAYLOR
ISDN BRI	2501 COOLIDGE RD, EAST LANSING
ISDN BRI	121 W ALLEGAN ST, LANSING
ISDN BRI	530 W ALLEGAN ST, LANSING
ISDN BRI	430 W ALLEGAN FL 4, LANSING
ISDN BRI	4000 COOPER ST, JACKSON
ISDN BRI	312 S JACKSON ST, JACKSON
ISDN BRI	3855 COOPER RD, BLACKMAN TWP
ISDN BRI	425 FISHER ST, MARQUETTE
ISDN BRI	3000 MONROE AVE NE, GRAND RAPIDS
ISDN BRI	3201 BEMIS RD, PITTSFIELD TWP
ISDN BRI	30901 PALMER RD FL 1, WESTLAND

<p align="center">ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms</p>	
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SERVICE	LOCATION (Street address & City)
ISDN BRI	E1200 N TELEGRAPH, PONTIAC
ISDN BRI	201 W KALAMAZOO AVE, KALAMAZOO
ISDN BRI	315 W GREEN ST FL 1, MARSHALL
ISDN BRI	124 W MICHIGAN AVE, LANSING
ISDN BRI	200 E GRAND RIVER AVE, HOWELL
ISDN BRI	312 S JACKSON ST, JACKSON
ISDN BRI	29500 VAN DYKE AVE, WARREN
ISDN BRI	40 N MAIN ST, MT CLEMENS
ISDN BRI	300 MONROE AVE NW, GRAND RAPIDS
ISDN BRI	220 N MAIN ST, ANN ARBOR
ISDN BRI	33000 CIVIC CENTER DR, LIVONIA
ISDN BRI	1101 S SAGINAW ST, FLINT
ISDN BRI	111 S MICHIGAN AVE, SAGINAW
ISDN BRI	515 CENTER AVE, BAY CITY
ISDN BRI	125 E UNION ST, FLINT
ISDN BRI	125 E UNION ST, FLINT
ISDN BRI	4404 BAY RD FL 1, SAGINAW
ISDN BRI	1410 ELMWOOD ST, PORT HURON
ISDN BRI	13747 E COUNTY ROAD 428, NEWBERRY
ISDN BRI	2727 RODD ST FL 1, MIDLAND
ISDN BRI	1007 N EUCLID AVE, BANGOR TWP
ISDN BRI	1007 N EUCLID AVE, BAY CITY