



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 18
to
Contract Number MA071B5500011C

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

STATE	Program Manager	Meghan Penny	DTMB
		(517) 282-1272	
		PennyM2@michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
(517) 243-4008			
StempekL@Michigan.gov			

CONTRACT SUMMARY				
Telecommunication Services WAN				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 14, 2014	October 13, 2019	5 - 12 Months	October 13, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input checked="" type="checkbox"/> P-Card <input checked="" type="checkbox"/> Direct Voucher (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"/>	12 Months	<input checked="" type="checkbox"/>	3 Years	October 13, 2026
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$150,338,672.54	\$34,000,000.00	\$184,338,672.54		
DESCRIPTION				
<p>Effective 10/13/2024, the State is hereby adding 3, 1-year options and executing 2 of these options making the new Contract expiration date 10/13/2026. Additionally, this Contract is hereby increased by \$34,000,000.00 to cover potential costs through the revised expiration date. The 3rd option year may be executed in part and billed on a monthly basis.</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 10/8/2024.</p>				



**MASTER AGREEMENT
Amendment # 18**

Customer	AT&T	AT&T Sales Contact (for notices)
State of Michigan Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Enterprises, LLC (or enter the International Affiliate Name)	Name: Deborah Guenther Street Address: 221 N WASHINGTON SQ City: Lansing State/Province: MI Zip Code: 48933 Country: USA
Customer Contact (for Notices)	AT&T Contact (for Notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: David Wilson Title: General Manager Street Address: 530 W. Allegan St City: Lansing State/Province: MI Zip Code: 48933 Country: USA	Street Address: 221 North Washington Sq. City: Lansing State/Province: MI Zip Code: 48933 Country: USA With a copy (for Notices) to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com	Street Address: City: State/Province: Zip Code: Country: Domestic / International / Zip Code: Fax: Email: Sales/Branch Manager: SCVP Name:

This Amendment # 18 to Master Agreement is part of the Agreement between AT&T and Customer referenced above.

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1. CUSTOM TERMS AND CONDITIONS

a. Section 1.104 SERVICE INTEGRATOR SERVICES, D is amended as follows:

Professional Services are to be available Statewide through the Contractor. The Contractor must provide a Single Point of Contact (SPOC) for all support and maintenance-related issues for the service(s) contracted. The Contractor's design team must assist the SOM's network engineers during the planning and design phase to define types of services that the SOM will use within the SOMWAN.

The Contractor, via a Letter of Authority (LOA), will be authorized by the SOM to work on its behalf for ordering, delivery and installation of all WAN products and services and all interconnections with WAN Service Providers. The Contractor will ensure that all network components are integrated to the satisfaction of the SOM. The Contractor will manage the SOM's Moves, Adds and Changes (MAC), break/fix, and all WAN endpoints. Specifically, the Contractor will perform monitoring, management, maintenance and reporting of the WAN, including edge devices, and the interface into the SOM's managed network.

With respect of each Managed Third Party, and subject to an applicable LOA:

- Each of the Parties will abide by, and must not breach, the terms of any Managed Third Party contract and will cooperate with each other to prevent or stay any such breach.
- Contractor will provide SOM with any notices received by Service Provider in respect of any renewal, termination, cancellation or fees under the Managed Third Party contracts. SOM will be responsible for any modification, termination or cancellation fees or charges imposed in connection with such Managed Third Party contracts.
- Each Party will promptly inform the other of any breach of, misuse or fraud of which it becomes aware in connection with any Managed Third Party contracts and will cooperate with each other to prevent or stay any such breach, misuse or fraud.
- If any Managed Third Party does not consent to Contractor acting as agent for SOM, or ceases to cooperate with Service Provider despite having previously consented:
 - SOM will use commercially reasonable efforts to resolve the issue with the Managed Third Party;
 - the third party contract will remain the responsibility of SOM; and
 - Contractor will be excused from managing the applicable third party contract, until such time as the third party consents and cooperates.
- SOM acknowledges and understands that it must issue the LOA and Inventory Template in a timely manner in order to enable Contractor to perform the Managed Third Party services.

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- If SOM receives direct communications from the Managed Third Party in respect of the services, it shall advise the Managed Third Party to direct the communication/ correspondence to Contractor. SOM shall provide Service Provider with copies of any communications the Managed Third Party sends to SOM.
- Inventory services are provided subject to SOM processing through Contractor all orders for additional or new Managed Third Party services and any cancellation requests for services or components thereof with the Managed Third Party.
- If SOM orders any services directly from the Managed Third Party, SOM acknowledges Contractor's inventory shall be inaccurate. Inaccuracies shall impact Contractor's ability to provide accurate inventory and invoice validation reports, as well as perform Incident Management.

On basis of service requests from SOM for services from the Managed Third Party, Contractor shall order the Managed Third Party services as agent and on behalf of SOM with the Managed Third Party. Where the service request is a request for non-standard or customized services, Contractor shall send the request back to the SOM so that SOM can negotiate an agreed upon rate for the new service element directly with the Managed Third Party.

- If a Managed Third Party WAN service provider or Managed Third Party Enterprise Internet Service Provider misses a performance measure (SLA), Contractor will not be responsible for that miss nor will Contractor be responsible for payment or collection of any SLA penalty owed by that Managed Third Party.

The Contractor will provide its own Network Operations Center (NOC) with full-service desk support, including incident reporting and Problem Management, and a substantial amount of diagnostic and troubleshooting work with the ability to research existing products and software components. The Contractor will perform the functions of a Competitive Local Exchange Carrier (CLEC), have a contract with a CLEC, or be a CLEC itself. The Contractor will have the authority to order local loops and any related service(s) into an Incumbent Local Exchange Carrier (ILEC) territory for any such Managed Third Parties.

1. Network Operation Center (NOC) Support Services

The Contractor will directly provide a NOC support service desk for technical support, electronically and by telephone through a toll-free number, all of which is available 24x7x365. The Contractor will provide tiered technical support to resolve SOM WAN outage conditions and performance issues in accordance with the performance standards detailed in the Section **F. Service Level Agreements**.

The Contractor will coordinate and provide on-site support and maintenance services directly, including warranty services, and also coordinate these services between the SOM and any Third Party Service providers (i.e., Managed Third Parties) for all contracted WAN Service Providers.

Warranty and maintenance services must be delivered within the contracted timeframes, as documented in Section **F. Service Level Agreements** for such Services provided by Contractor directly under this SOW.

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The Contractor provided Network Operation Center (NOC) will meet the following requirements:

- Technical knowledge to proficiently manage and maintain Equipment
- Provide an 800 number for break-fix maintenance of the Equipment
- Provide an email address and online portal for ordering and break-fix maintenance of the Equipment
- Escalation process for MAC and break/fix
- Located in the continental United States
- Follow Contractor's current best practices for network performance management

The MNOC will have a dedicated tiered helpdesk staff for the State of Michigan WAN. It will be responsible for the operations, monitoring, and management of the Contractor managed services, including remote access support, fault management, CPE maintenance, and logical fault resolution. Contractor's MNOC will proactively monitor and manage the Services 24x7x365 using this dedicated team and work center and will engage or escalate issues to the proper level for resolution. It will also provide for Equipment maintenance support when they isolate trouble to a specific device that requires repair or replacement.

The MNOC proactively responds to Network or device alarms and will often identify and correct problems before the State is ever aware of them. The State can report incidents to the MNOC in various ways. To report trouble for State of Michigan, the State can:

- Contact Contractor's dedicated support team
- Use Contractor's on line portal to open a trouble ticket
- Call the MNOC via toll-free number

All processes and procedures used by the MNOC will follow the State approved Operations Plan. All dedicated staff will be trained using the Operations Plan and updated training will be provided as necessary. The designated staff will be familiar with the State WAN and the processes which will make them more efficient and improve on response times since they will not have to familiarize themselves every time an issue or question is received as the case in a shared/pooled helpdesk environment.

With a Letter of Agency, Contractor will work on behalf of the State for the ordering, delivery, and installation of all WAN products and services and all interconnections with WAN Service Providers. Contractor will work to ensure that all network components are integrated to the satisfaction of the State. Contractor will manage the State's Moves, Adds and Changes (MACs), break/fix, and all WAN Equipment endpoints. Contractor will perform monitoring, management, maintenance and reporting of the WAN, including Equipment edge devices, and the interface into the State's WAN.

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When the SOM adds an additional Managed Third Party to the Contract (subject to Change Management), the Contractor will work with the Managed Third Party to incorporate all their processes and escalation plans into the Operations Plan and provide to the SOM for approval.

a. Service Management

The Contractor will allow the SOM to submit and track service orders via a Contractor provided secure online portal. All Service work will be scheduled by the Contractor when least disruptive to the SOM, as defined by the SOM in the Operations Plan, however, all non Service affecting MACs and projects are priced to be performed during Normal Business Hours. When Equipment is connected to a supporting network, a test must be performed to ensure there is no disruption of connectivity or service. The Contractor will have documented permission from the SOM for any service order. The Contractor will submit to the SOM for approval the procedures that the Contractor or WAN Service Providers will use for the dispatch of a technician during and outside of SOM business hours, as part of the Operations Plan.

The Contractor service orders, at a minimum, will include the following;

- Service order number
- Time and date of service order
- Service description
- Name and phone number of designated SOM contact who initiated the service order
- Name and phone number of end user contact

Any installation or repair work performed by the Contractor that does not meet the SOM standards must be corrected at no extra cost to the SOM.

If the State believes that any installation work or repair work performed by Contractor does not meet the State's standards, Contractor will work with the State to understand what was not performed adequately and work to resolve the issue. If Contractor is in agreement that the work was not performed adequately, Contractor will correct the issue at no additional cost to the State. If necessary, any remaining disputes would follow the dispute process outlined in the Terms and Conditions of the Agreement.

b. Problem Management Process

The Problem Management Process includes activities related to restoring services after an outage and subsequently analyzing and reporting root cause of failure. The Contractor will provide Fault Management Services on the SOM WAN, including remote alarm monitoring, problem report receipt, problem identification and isolation, remote and on-site resolution, and dispatch management through the Contractor and/or third parties. Upon receipt of a problem or alarm notification, the Contractor will initiate problem resolution efforts. The Contractor will prioritize any related support ticket in accordance with mutually agreed-upon metrics as provided by the SOM.

The Contractor will troubleshoot, isolate and resolve problem conditions related to the SOM WAN Services in accordance with the Operations Plan. Upon determining the source of the fault, the Contractor will perform the following activities:

- Resolve the problems remotely, where possible

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- Change the Software feature in the Equipment, reroute past or replace the defective Equipment and/or
- Refer the problem to the appropriate Contractor internal organization and/or Managed Third Party for problem resolution
- Dispatch technicians for on-site repair or replacement

The Contractor will escalate issues per the mutually agreed-upon escalation procedures as set forth in the Operations Plan and provide the SOM with status at escalation thresholds throughout trouble resolution efforts.

The Contractor will provide tiered technical support (e.g., manufacturer technical support) to resolve SOM WAN outage conditions and performance issues in accordance with performance standards detailed in the Section **F. Service Level Agreements**

The Contractor will report each Incident to the designated SOM contact within the defined Operations Plan.

- The Contractor will minimize adverse effects of an incident by following the Problem Management Process within the Operations Plan, including:
 - Detection and recording
 - Grouping and initial support
 - Investigation and diagnosis
 - Resolution and recovery
 - Closure

The Contractor's problem resolution responsibilities must include, but not be limited to, the following:

- Initiate trouble tickets with appropriate provider(s)
- Track all trouble tickets and provide updates to the SOM
- Maintain service processes and procedures for all service providers
- Record history and resolution of all trouble tickets
- Analyze trouble tickets for trends and chronic problems

Follow agreed-upon escalation process for tickets/issues that are not resolved in timely manner.

c. Monitoring and Management

The Contractor will proactively manage, monitor, maintain and operate the SOM WAN on a 24x7x365 basis and will discover any incidents that are outside the metrics performance standards detailed in the Section **F. Service Level Agreements**.

The Contractor will monitor the following:

- Network availability
- Router CPU and memory utilization
- Network errors such as CRC, dropped packets, etc.
- Network bandwidth utilization

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- Syslog files from all Equipment that are SNMP manageable

The Contractor will provide the following:

- Performance trending data analysis via the Contractor on line portal; and
- Predictive monitoring alerts for the Equipment.

As New Work, the Contractor will monitor the following SOM-owned transport and edge network devices, device functions, and other mechanisms as requested by the SOM:

- Any transport or edge devices providing interconnectivity to SOM offices and the SOM's network
- All transport technologies providing connectivity between SOM and LPE networks

The Contractor will collect monitoring data using the following four monitoring protocols for Equipment:

- Internet Control Message Protocol (ICMP) - This part of the IP portion of TCP/IP should be available on any Equipment to measure data by interface.
- Simple Network Management Protocol (SNMP) - measures data by interface and device.
- Syslog - measures data by system.
- Netflow - measures data by interface

The Contractor will provide the State a view of monitoring data stored in the Contractor's monitoring/archive database.. The Contractor will collect and store monitoring data for a rolling 30-day window, per Equipment.

The Contractor will provide the SOM with a secure online portal for viewing near real-time network statistics on SOM WAN devices and interfaces. The Contractor will allow the SOM to choose to view near real-time reports on a per-site or per-interface basis and to select reports for historical and trend statistics. Subject to Contract Change Management, the Contractor will provide customized reports that allow the SOM to view statistics collected by the Contractor's network management platform.

Customized views of data are available to the State at no additional charge, subject to the capabilities of the Contractor's on-line portal feature set.

The Contractor will maintain an inventory of:

- SOM WAN hardware model, module, and components
- Software and feature sets running on each device
- License information related to any licensed software or feature sets

The Contractor will review performance and network health reports on a monthly basis, and make recommendations to the SOM on methods to improve network throughput and performance during engineering meetings. The Contractor will model the network and apply networking simulation techniques to analyze and stress-test networks and applications and then evaluates the effects on the infrastructure.

The Contractor will continuously identify and evaluate performance measurements for

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events that might affect SOM WAN service, such as unusually high traffic volumes, virus activity, and equipment failures. The monitoring platform will measure and evaluate customer-edge router metrics, network operational thresholds and actions will be defined in the Operations Plan.

The Contractor will notify the SOM when any manufacturer plans to cease technical support with respect to SOM WAN components. The Contractor will provide the SOM with an engineering design plan to update such components to a level or system supported by the manufacturer or other mutually agreed-upon manufacturer.

The Contractor will provide the SOM one (1) Simple Network Management Protocol (SNMP v3) capability on the WAN Equipment using the same read string for all Equipment. The Contractor will provide the SOM Secure Shell (SSH) read-only access to all WAN Equipment. Netflows must be provided on all Layer 3 Netflow capable Equipment. All WAN Equipment must be monitored to identify WAN outages and/or performance degradation.

Each of the managed routers will deliver two individual Netflow streams to two separate Netflow collectors.

- Netflow Stream #1 will be sent to a Contractor provided/managed collector.
- Netflow Stream #2 will be sent to a SOM owned/managed collector.

The Contractor will provide the SOM electronic gateway to its real-time network monitoring platform, which must include parameters such as:

- SLA metrics
- Circuit and device utilization
- Netflow data
- SNMP Events

The Contractor will be responsible for managing the WAN Equipment.

Contractor will provide the State Authentication, Authorization and Accounting (**AAA**) for each of the managed routers. This will be accomplished by means of geographically diverse TACACS+ servers. Contractor will provide six individual read-only TACACS IDs to State authorized users. This access will allow for Cisco-defined Privilege Level 1 commands via SSH plus extended ping, extended traceroute, show tech-support, and show log commands. As changes are made to the Contractor's Security Policy Requirements (ASPR) and the Cisco Internetwork Operating System (IOS) command set that modifies the Privilege Level 1 command, the parties shall address such changes through Contract Change Management.

An access-list is required on each Contractor managed Equipment to permit up to two State host IP addresses from which an SSH session can originate on the LAN segment. Alternatively, the State may utilize a "jump server" as a target for all SSH sessions. The jump server would be a State owned and managed server or router configured with the IP address that can access the Contractor managed routers. The interface associated with this jump server will source the SSH session and will be defined in the access-list configured on the virtual terminal lines (vty) ports of each Contractor managed Equipment. This access-list prohibits any IP addresses/subnets from accessing Contractor managed devices other than from the State's host IP addresses and Contractor management subnets. DHCP (i.e., dynamic address allocation) is not permitted with this SSH access, given the need for static addressing in order to lock down on the client host IP addresses or jump server address.

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d. Network Assessments

At the SOM's request, the Contractor will periodically assess the performance and security of the current environment, including equipment and services. It is the SOM's intention to request this assessment once every 12-18 months. Contractor will use Contractor's Consulting Services division to perform network assessments requests by the State on its WAN environment. The timeline for requesting and the actual assessment period will vary based on the amount of detail the State requires.

The assessment covers LAN/WAN/Internet/DC/WLAN areas of the network. The assessment consists of discovery of the network requirements as well as the current state operating conditions including the ability of the network to deliver robust connectivity to all internal and external end users in a high availability and scalable fashion. Specific focus Will be applied to issues and challenges that are exhibited within the current environment and what standards and best practices have been applied across the network. The objective is to provide guidance and input in the form of recommendations around the platforms, architecture and design aspects of the network.

Once the assessment is completed, the Contractor Will review the assessment results and make recommendations to the SOM

The Contractor will provide services to the entire geographic area of the State of Michigan. Please see Exhibit C, for a sample of AT&T Consulting Network Assessment.

b. **Section 1.201 SI STAFF, ROLES AND RESPONSIBILITIES is amended as follows:**

i. **1.201 SI STAFF, ROLES AND RESPONSIBILITIES, A SI Staff, 1. Non-Key Personnel is amended as follows;**

1. **Non-Key Personnel**

All Non-Key Personnel may be subject to the States' interview and approval process. The State has identified the following as non-key personnel for this project:

- **Sales Engineer**
- **Network Operation Center Manager (NOC)**
- **Business Office Manager**

The Service Integrator must provide a **Sales Engineer** to provide technical support and direction to the Business Development team. The Sales Engineer must assist in response documents and must gather the appropriate technical information and business requirements to create client solutions.

The Sales Engineer responsibilities must include, at a minimum:

- Make proactive sales contacts with sales staff, research SOM needs necessary to develop technology solution in a timely manner.

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- Participate in sales forecasting and planning
- In conjunction with sales team, develop and deliver sales presentations.
- Assist clients with feasibility studies, equipment budgets, systems requirements and specifications.
- Maintain a working knowledge of emerging trends in the telecommunications industry as a whole.
- Assist in the preparation of Bills of Materials and Project Plans.

The Service Integrator must provide an **NOC Manager** to interact with the designated personnel from the State to ensure day-to-day delivery of service. The NOC Manager must coordinate all of the activities of the personnel assigned to the project and create all reports required by the State. The NOC Manager's responsibilities include, at a minimum:

- Manage NOC personnel assigned to the project to ensure compliance with contract deliverables
- Coordinate and oversee the day-to-day project activities of the project team
- Manage problem resolution for network break-fix
- Manage and report network monitoring
- Coordinate communication of network changes
- Escalate unresolved network issues
- Attend monthly performance meetings
- Deliver daily, weekly, and monthly reports

The Service Integrator must provide a **Business Office Manager** to interact with the designated personnel from the State to ensure day-to-day delivery of service. The Business Office Manager (BOM) must coordinate all of the activities of the personnel assigned to the project and create all reports required by the State. The BOM's responsibilities include, at a minimum:

- Custom Billing Management
- Asset Management – GPS / Quickbase
- Vendor Management
- Service Level Agreements (SLA's)
- Custom Reporting
- Automation / Process Improvement / Quickbase
- Audit and Expense Management

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- Certification / Background Checks – Client Specific
- RFP / Renewal Consulting / Solution Advising
- Special Projects

- ii. **1.201 SI STAFF, ROLES AND RESPONSIBILITIES, A SI Staff, 2. Key Personnel is deleted entirely.**
- iii. **2.31 ADMINISTRATIVE FEE AND REPORTING, is deleted entirely.**
- iv. **2.62 CONTRACTOR'S KEY PERSONNEL is deleted entirely.**
- v. **2.72 State CONSENT TO DELEGATION is amended as follows:**
Contractor shall not delegate any duties under this Contract to a Subcontractor unless DTMB Procurement has given written consent to such delegation. DTMB Procurement may not unreasonably withhold consent to such delegation. DTMB Procurement shall advise Contractor in writing of its decision no later than 45 days after 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 commercially reasonable 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.
- vi. **2.243 LIQUIDATED DAMAGES FOR UNAUTHORIZED REMOVAL OF KEY PERSONNEL is deleted entirely.**
- vii. **The terms and conditions set forth in Exhibit G AT&T's AVPN Service Level Agreement and Exhibit H AT&T's Managed Internet Service- Service Level Agreement do not apply to the Services provided to the State's Merit Network as more fully described as Exhibit 1 to this Amendment.**

**Exhibit 1
Merit Network SLA Exempt Sites**

1040 S. WINTER ST.	ADRIAN	49221	20M	2KQA2094803FSJ
1040 S. WINTER ST.	ADRIAN	49221	20M	4KQA1094799FSJ
720 W. CHISHOLM ST.	ALPENA	49707	20M	2KQA2094870 FSJ
1540 AIRPORT RD.	ALPENA	49707	20M	2KQA2094911FSJ
16860 W. M-32	ATLANTA	49709	20M	2KQA2094867FSJ
15210 US-31	BEULAH	49617	20M	2KQA2094907FSJ
325 N. M-62	CASSOPOLIS	49031	20M	2KQA294802FSJ
110 N. BROADWAY	CASSOPOLIS	49031	20M	2KQA2094794FSJ
620 E. MAIN ST.	CENTREVILLE	49032	20M	2KQE2094885FSJ
692 E. MAIN ST.	CENTREVILLE	49032	20M	2KQA2094834FSJ
388 KEITH WILHELM DR.	COLDWATER	49036	20M	1KQA1094871FSJ
7 VAN AVE.	COLDWATER	49036	20M	2KQA2094868FSJ
31 DIVISION ST.	COLDWATER	49036	20M	1KQA1094872FSJ
34 N. MICHIGAN AVE.	COLDWATER	49036	20M	2KQA2094906FSJ
1025 N SHIAWASSEE	CORUNNA	48817	20M	2KQA2099344FSJ
601-C N. FRONT ST.	DOWAGIAC	49047	20M	1KQA1094892FSJ
1088 E. M-32 ST.	GAYLORD	49735	50M	3KQA5094962FSJ
200 W. MICHIGAN AVE.	GRAYLING	49738	20M	2KQA2094914FSJ
10 N. HOWES LAKE RD.	GRAYLING	49738	20M	2KQA2094890FSJ
2384 I-75	GRAYLING	48738	20M	2KQA2094884FSJ
106 FIFTH ST.	HARRISVILLE	48740	20M	2KQA2095015FSJ
216 E. LINCOLN (100 S. STATE STREET dmarc)	HART	49420	20M	2KQA2094845FSJ
4081 W. POLK RD.	HART	49420	20M	1KQA1094748FSJ
3740 W. POLK RD.	HART	49420	20M	2KQA1094762FSJ
410 N. STATE	HILLMAN	49746	20M	2KQA2094912FSJ
715 LOXLEY ST.	HOUGHTON LAKE	49629	20M	2KQA2098938FSJ
61535 M-40	JONES	49061	20M	2KQA2094925FSJ
129 S. MAIN ST.	LAKE CITY	49651	20M	3KQA2094934FSJ
300 WALNUT ST.	MANISTIQUE	49854	20M	2KQA2094916FSJ
105 S. COURT ST.	MIO	48647	20M	2KQA2094977FSJ
200 W. FIFTH ST.	MIO	48647	20M	1KQA1094908FSJ
1161 W 8th ST.	MIO	48647	20M	2KQA1094930FSJ
207 COURT ST.	MT. PLEASANT	48858	20M	2KQA2094927FSJ
300 N. MAIN ST.	MT. PLEASANT	48858	20M	1KQA1094915FSJ
1485 E. APPLE AVE.	MUSKEGON	49442	20M	1KQA10949091FSJ
990 TERRACE	MUSKEGON	49442	20M	2KQA2094910FSJ
151 E. HURON AVE.	ROGERS CITY	49779	20M	2KQA2094972FSJ
164 N. 4th St.	ROGERS CITY	49779	20M	2KQA2094940FSJ
9235 BLUE STAR MEMORIAL HWY.	SOUTH HAVEN	49090	20M	2KQA2094923FSJ
931 S. CENTERVILLE RD.	STURGIS	49091	20M	2KQA2094924FSJ

AT&T Network Sourcing Pricing Schedule for Custom Services

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Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Enterprises, LLC.	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: David Wilson Title: General Manager 530 W Allegan St. Lansing, MI 48993 United States of America Telephone: 5172423359 Fax: Email: Wilson7@michigan.gov Customer Account Number or Master Account Number:	23500 Northwestern Hwy; Building W; Suite W-216 Southfield, MI 48075 With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com	

This Network Sourcing Pricing Schedule – **Amendment 11** is attached to Article 1 of the Agreement referenced above and provides new custom pricing associated with the Service Integrator functions outlined in Article 1 – SOW to the State of Michigan WAN Services. The rates included herein are exclusive of any applicable taxes which are the responsibility of Customer.

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 11

1. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	120 Months
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule (10/15/2014)
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Effective Date of Rates and Discounts	First of the month following the Effective Date of this Amendment 11
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2. AT&T Michigan Network Operations Center (MNOC) Support Service Bundled Offer Rates

Pricing in this section represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management, Service Desk Request and Change Management and Management and Monitoring.

All Transition and Transformation One Time Charges are waived under this Agreement.

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Support Service Desk: Data Center Router - SOM_ASR1001-X	12	\$ 1208.70
Support Service Desk: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$ 790.00
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9	444	\$ 860.95
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$ 562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$ 562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$ 562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$ 562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$ 562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9	86	\$ 298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO4331 Class 3	N/A	\$ 860.95
Support Service Desk: Class 4 Site Router - SOM_CISCO4331 Class 4	N/A	\$ 456.14
Support Service Desk: Class 1 Site Router - SOM_CISCO4431 Class 1	N/A	\$ 707.00
Support Service Desk: Class 2 Site Router - SOM_CISCO4431 Class 2	N/A	\$ 696.00
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 3	N/A	\$ 1,055.70

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Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 4	N/A	\$ 535.50
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 Class 3	N/A	\$ 860.95
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 Class 4	N/A	\$ 456.14
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 LTE Class 3	N/A	\$ 860.95
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 LTE Class 4	N/A	\$ 456.14
Support Service Desk: Class 3 Site Router - SOM_CISCO4431_KVM Class 3	N/A	\$ 562.71
Support Service Desk: Data Center Router - SOM_C8500-12X4QC	N/A	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-48Y4C-A	N/A	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_ASR1002-HX	N/A	\$ 790.00
Support Service Desk: Data Center Router - SOM_C9500-24Y4C-E	N/A	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-24Y4C-A	N/A	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-48Y4C-E	N/A	\$ 1,208.70
CPE Management and NOC Services*	N/A	\$ 0
Problem and Incident Management*	N/A	\$ 0
Service Desk - Request and Change Management*	N/A	\$ 0
Management and Monitoring*	N/A	\$ 0

*Charges are included in the Support Service Desk charges above.

3. Third Party WAN Service Provider Management

A monthly recurring charge of \$54.00 will apply for each Third-Party circuit being managed by AT&T as the Service Integrator, up to a maximum of 7 different Service Providers and 200 non-AT&T provided circuits.

4. Hardware Installation and Rental Charges

Pricing in this Section represents the monthly rental rates for Data Center routers. The installation charges associated with the routers below are waived.

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Hardware Installation and Rental Charges	100%	12 Months

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Hardware Rental: Data Center Router - SOM_ASR1001-X	12	\$ 1,237.89
Hardware Rental: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$ 1,963.45

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WAN Edge Site Router Type		
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9	444	\$ 87.29
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$ 100.51
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$ 116.36
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$ 145.43
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$ 174.50
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$ 203.57
Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9	86	\$ 23.87
Hardware Rental Class 4 Site Router: CISCO891-F/K9		\$ 12.47
Hardware Rental Class 3 Site Router: CISCO2921/K9		\$ 63.82
Hardware Rental Class 4 Site Router: CISCO899G-LTE/K9		\$ 17.06
Hardware Rental Class 3 Site Router: CISCO4331/K9		\$ 125.31
Hardware Rental Class 2 Site Router: CISCO4431/K9		\$ 172.90
Hardware Rental: ISR 1100 8 Ports Dual GE WAN Ethernet Router C1111-8P		\$ 53.55
Hardware Rental: ISR 1100 8P Dual GE SFP Router w/ LTE C1111-8PLTEEA		\$ 67.32
Hardware Rental: Cisco 4331 KVM for Iperf SOM4331-KVM		\$ 101.00
Hardware Rental: ASR1001-X Cisco ASR1001-X Chassis 6 built-in GE Dual P/S 8GB DRAM		\$ 283.00
Hardware Rental: ISR4331-SEC/K9 Cisco ISR 4331 Sec bundle w/SEC license		\$ 50.00
Hardware Rental: Data Center Router - SOM_C8500-12X4QC		\$ 8,763.84
Hardware Rental: Data Center Router - SOM_C9500-48Y4C-A		\$ 1,419.00
Hardware Rental: Data Center Router - SOM_ASR1002-HX		\$ 6,332.00
Hardware Rental: Data Center Router - SOM_C9500-24Y4C-E		\$ 1,352.52
Hardware Rental: Data Center Router - SOM_C9500-24Y4C-A		\$ 1,171.00
Hardware Rental: Data Center Router - SOM_C9500-48Y4C-E		\$ 1,484.10

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AT&T Network Sourcing Pricing Schedule for Custom Services

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Router Bold-on Options	Description	Monthly Unit Rates
LAN Ports – Part Number		
HWIC-2FE	Two 10/100 routed port HWIC	\$ 17.28
EHWIC-1GE-SFP-CU	EHWIC 1 port dual mode SFP (100M/1G) or GE(10M/100M/1G)	\$ 9.52
SM-2GE-SFP-CU	2 Port GE SFP Service Module	\$ 15.73
Switch Modules – Part Number		
SM-X-ES3-16-P	SM-X Ethernet Switch, L2/L3, SM, 16 GE, POE+	\$ 25.26
C3560X-16-L-S	SM-X 16 Port Layer 3 LAN base to IP Base paper license	\$ 5.24
C3560X-16-L-E	SM-X 16 Port Layer 3 LAN base to IP Services paper license	\$ 36.70
SM-X-6X1G	SM-X module with 6-port dual-mode GE / SFP	\$ 137.00
NIM-ES2-8	8-port Layer 2 GE Switch Network Interface Module	\$ 15.00
SFP-10G-SR	10GBASE-SR SFP Module	\$ 17.00
SFP-GE-T	1000BASE-T SFP	\$ 7.00
SFP Plugs		
GLC-SX-MMD	1000BASE-SX SFP transceiver module MMF 850nm DOM	\$ 5.96
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	\$ 11.86
GLC-ZX-SMD	1000BASE-ZX SFP transceiver module SMF 1550nm DOM	\$ 47.61
SFP-10G-LR	10GBASE-LR SFP Module	\$ 99.00
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	\$ 11.00
WAN Ports		
HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 11.92
VWIC3-1MFT-T1/E1	1-Port 3rd Gen Multiplex Trunk Voice/WAN Int. Card - T1/E1	\$ 17.04
VWIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 26.22
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 52.43
EHWIC-4G-LTE-A	4G LTE EHWIC for ATT 700 MHz Band 17 / HSPA+	\$ 13.70
EHWIC-4G-LTE-V	4G LTE EHWIC for Verizon 700 MHz Band 13 / CDMA Rev A	\$ 13.70
SM-X-1T3/E3	One port T3/E3 Service Module	\$ 111.42
Compact Flash		
MEM-CF-256U4GB	256MB to 4GB Compact Flash Upgrade for Cisco 190029003900	\$ 14.30
Licenses		
SL-29-APP-K9	AppX License with; DATA and WAAS for Cisco 2900 Series	
FL-29-HSEC-K9	U.S. Export Restriction Compliance license for 2921/2951	\$ 11.92
FL-39E-HSEC-K9	U.S. Export Restriction Compliance license for 3900E series	\$ 8.94
FL-4330-HSEC-K9	U.S. Export Restriction Compliance license for 4330 series	\$ 23.83

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FL-4330-PERF-K9	Performance on Demand License for 4330 Series (300M)	
FL-44-PERF-K9	Performance on Demand License for 4400 Series (1G)	\$ 15.00
FLSA1-1X-2.5-5G	2.5G to 5Gbps License for ASR 1001-X	
FLSA1-BIN-1X10GE	1X10GE ASR1001-X Built-In 10GE 1-port License	\$ 26.00
FLSASR1-IPSEC	IPSEC License for ASR1000 Series	
SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License	\$ 62.00
NIM-2GE-CU-SFP	2-port GE WAN NIM, dual-mode RJ45 & SFP	\$ 13.61
LTE WAN		
NIM-4G-LTE-NA	4G LTE NIM for North America AT&T and Canada	\$ 215.00

5. Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments
Project Manager	\$TBD	Varies depending on type and scope of Project. These types of projects would be considered out the scope of work for this contract. Billed in 1-day increments, one month minimum
Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4-hour increments. Two hours minimum. Travel is NOT chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour (normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4-hour increments. Two hours minimum. Travel is NOT chargeable. Minimum 4 hours outside of normal business hours.
Managed Security Services Professional Services	\$See Below	There are a variety of different security professional services positions. The hourly pricing is listed below.
Total	\$N/A	Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.

Notes:

- Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.

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AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 11

2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed.
 - m. Expected Bidder Work Hours and Conditions
4. The parties agree that the Services/Deliverables to be rendered by Contractor using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

AT&T Network Sourcing Two Year Extension

- AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES. These line items entail Service Level Agreement (SLA) commitments, dedicated LCM and NOC resources 24 x 7 x 365. Pricing will change for the following support and equipment rental line items. The impacted sections include “Section 2 AT&T Michigan Network Operations Center (MNOC) Support Service Bundled Offer Rates” and “Section 4 Hardware Installation and Rental Charges”.

Support and Equipment Rental Description	Monthly Recurring Charge
Support Service Desk: Data Center Router - SOM_ASR1001-X	\$ 1,208.70
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9	\$ 860.95
Support Service Desk: Class 3 Site Router - SOM_CISCO4331 Class 3	\$ 860.95
Support Service Desk: Class 4 Site Router - SOM_CISCO4331 Class 4	\$ 456.14
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 3	\$ 1,055.70
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 4	\$ 535.50
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 Class 3	\$ 860.95
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 LTE Class 3	\$ 860.95
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 Class 4	\$ 456.14
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 LTE Class 4	\$ 456.14
Support Service Desk: Data Center Router - SOM_C8500-12X4QC	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-48Y4C-A	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-24Y4C-E	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-24Y4C-A	\$ 1,208.70
Support Service Desk: Data Center Router - SOM_C9500-48Y4C-E	\$ 1,208.70
Hardware Rental: Data Center Router - SOM_ASR1001-X	\$ 1,237.89
Hardware Rental: Class 3 Site Router - SOM_CISCO C1111	\$ 53.55
Hardware Rental: Class 3 Site Router - SOM_CISCO C1111 LTE	\$ 67.32
Hardware Rental: Data Center Router - SOM_C8500-12X4QC	\$ 8,763.84
Hardware Rental: Data Center Router - SOM_C9500-24Y4C-E	\$ 1,352.52
Hardware Rental: Data Center Router - SOM_C9500-48Y4C-E	\$ 1,484.10
Hardware Rental: Class 3 Site Router - SOM_CISCO 2921/K9	\$ 63.82
Hardware Rental: Class 3 Site Router - SOM_CISCO 4331/K9	\$ 125.31



**AT&T VPN SERVICE
 PRICING SCHEDULE**

Customer	AT&T
STATE OF MICHIGAN Street Address: 111 S CAPITOL AVE City: LANSING State/Province: MI Zip Code: 489331555 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Meghan Penny Title: Program Manager Street Address: 111 S CAPITOL AVE City: LANSING State/Province: MI Zip Code: 489331555 Country: United States Telephone: 517-282-1272 Email: PennyM2@Michigan.gov	Name: DEBORAH GUENTHER Street Address: 221 N Washington Square City: Lansing State/Province: MI Zip Code: 48913 Country: United States Telephone: 517-488-8301 Email: dg1595@att.com Sales/Branch Manager: Dominic Savone SCVP Name: Mary Ann Argy Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 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 Schedule is part of the Agreement between AT&T and Customer referenced above.

This Pricing Schedule replaces and supersedes in its entirety that Contact ID No. NBI11307, entitled AT&T AVPN Service Pricing Schedule.

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**AT&T VPN SERVICE
 PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T VPN Service, Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

NBI11307

1. SERVICES

Service	Service Publication Location
AT&T VPN Service	http://serviceguidenew.att.com/sg_flashPlayerPage/AVPN
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	24 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 AND MARC-ELIGIBLE CHARGES

3.1. MARC

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

Service(s) under this Pricing Schedule are MARC-contributing.

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 AT&T VPN Service and AT&T Bandwidth Service Components	100%	12 Months

* The Minimum Payment Period does not apply to Grandfathered Service/Service Components.

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Notice of Withdrawal for AT&T VPN Service

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate a Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

6. RATES AND DISCOUNTS

6.1. AT&T VPN SERVICE

6.1.1. AT&T VPN Service Rates

AT&T and Customer Confidential Information

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**AT&T VPN SERVICE
 PRICING SCHEDULE**

Applicable Country(ies)	United States
Stabilization Date of Rates for AT&T VPN Service	Schedule of Charges version dated MAR-01-2018

Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version. The rates of a Service or Service Component that is Grandfathered in the applicable Service Publication are not stabilized. Beginning six months after a Service/Service Component is Grandfathered, AT&T may change prices, discounts, terms or conditions on 30 days' prior notice to Customer.

6.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type		Discount
VPN Transport		
	Connection Monthly Charge	
	ALL VNIC COMPONENTS	100.00%
	All other Connection Monthly Charges	10.00%
	All other VPN Transport Monthly Charges	10.00%
VPN DSL		30.00%
Managed CPE		
	Managed Router Monthly Charge	
	MPLS Managed Router - Medium	10.00%
	All other Managed Router Monthly Charges	20.00%
	CPE Features Monthly Charge	
	AVPN Mgd CPE Feature - Gig Ethernet-Low End	10.00%
	All other CPE Features Monthly Charges	20.00%
	All other Managed CPE Monthly Charges	20.00%
Non-Recurring Charges		75.00%

6.2. ACCESS

6.2.1. Standard Ethernet Access (United States)

The following discounts shall apply to the rates described in the AT&T Bandwidth Service Guide.

Rate Table	Discount
US Domestic Ethernet Access Channels – Switched – Monthly Recurring Charges	10.00%

6.2.2. Access Channels - Site-Specific Pricing

The Site-Specific Pricing is in lieu of the rates in the applicable Service Guide, if any. Unless otherwise indicated, the pricing below is only applicable to one (1) of the specified circuit types at each specified location. For Non-US Access, Service Components must be installed within twelve (12) months after the Effective Date. Special Construction Charges also may apply. No Discounts are applicable to the site-specific pricing table below. Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC) listed below are per Service Component.

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**AT&T VPN SERVICE
 PRICING SCHEDULE**

6.2.2.1. US Ethernet Access Channels

No.	Street Address	City	State	Zip Code	Ethernet Access Speed (Mbps)	MRC (USD)	NRC (USD)
1.	100 MAY ST	CADILLAC	MI	49601	20	\$ 815.40	\$0.00
2.	100 S MARLEY ST	SAINT IGNACE	MI	49781	20	\$ 815.40	\$0.00
3.	100 S WESTWOOD DR	ISHPEMING	MI	49849	20	\$ 815.40	\$0.00
4.	101 COURT ST	MUNISING	MI	49862	20	\$ 815.40	\$0.00
5.	10102 GRAND RIVER RD	BRIGHTON	MI	48116	20	\$ 815.40	\$0.00
6.	1018 E NEWELL ST	WHITE CLOUD	MI	49349	20	\$ 815.40	\$0.00
7.	10321 GRAND RIVER RD	BRIGHTON	MI	48116	20	\$ 815.40	\$0.00
8.	1044 S STEPHENSON AVE	IRON MOUNTAIN	MI	49801	20	\$ 815.40	\$0.00
9.	106 5TH ST	HARRISVILLE	MI	48740	20	\$ 815.40	\$0.00
10.	108 MAIN ST	BARAGA	MI	49908	20	\$ 815.40	\$0.00
11.	1092 E NEWELL ST	WHITE CLOUD	MI	49349	20	\$ 815.40	\$0.00
12.	110 E MAIN ST	NILES	MI	49120	20	\$ 815.40	\$0.00
13.	1101 BEACH ST	FLINT	MI	48502	20	\$ 815.40	\$0.00
14.	1107 S TELEGRAPH RD	MONROE	MI	48161	20	\$ 815.40	\$0.00
15.	1111 E LONG LAKE RD	TROY	MI	48085	20	\$ 815.40	\$0.00
16.	11630 WILSON RD	NEW BUFFALO	MI	49117	20	\$ 815.40	\$0.00
17.	117 S GROESBECK HWY	MOUNT CLEMENS	MI	48043	20	\$ 815.40	\$0.00
18.	1184 JACKSON XING	JACKSON	MI	49202	20	\$ 815.40	\$0.00
19.	1185 N US HIGHWAY 31 S	TRAVERSE CITY	MI	49685	20	\$ 815.40	\$0.00
20.	12 N 3RD ST	LANSE	MI	49946	20	\$ 815.40	\$0.00
21.	120 N GROVE ST	STANDISH	MI	48658	20	\$ 815.40	\$0.00
22.	120 N GROVE ST	STANDISH	MI	48658	20	\$ 815.40	\$0.00
23.	120 TOBIN ALPHA RD	CRYSTAL FALLS	MI	49920	20	\$ 815.40	\$0.00
24.	120 W MICHIGAN AVE	LANSING	MI	48933	20	\$ 815.40	\$0.00
25.	1200 N TELEGRAPH RD	PONTIAC	MI	48341	20	\$ 815.40	\$0.00
26.	1205 N FRONT ST	NILES	MI	49120	20	\$ 815.40	\$0.00
27.	1209 S GARFIELD AVE	TRAVERSE CITY	MI	49686	20	\$ 815.40	\$0.00
28.	1212 CORPORATE DR	MOUNT PLEASANT	MI	48858	20	\$ 815.40	\$0.00
29.	12220 FILLMORE ST	WEST OLIVE	MI	49460	20	\$ 815.40	\$0.00
30.	12368 RILEY ST	HOLLAND	MI	49424	20	\$ 815.40	\$0.00
31.	1242 S KALAMAZOO AVE	MARSHALL	MI	49068	20	\$ 815.40	\$0.00
32.	125 E 2ND ST	MONROE	MI	48161	20	\$ 815.40	\$0.00
33.	1250 WILSON ST	MARQUETTE	MI	49855	20	\$ 815.40	\$0.00
34.	1270 PONTIAC RD	PONTIAC	MI	48340	20	\$ 815.40	\$0.00
35.	12950 GRAND RIVER RD	BRIGHTON	MI	48116	20	\$ 815.40	\$0.00
36.	1300 E QUIMBY RD	HASTINGS	MI	49058	20	\$ 815.40	\$0.00
37.	1305 8TH AVE	MENOMINEE	MI	49858	20	\$ 815.40	\$0.00
38.	133 E ADAMS ST	IONIA	MI	48846	20	\$ 815.40	\$0.00
39.	13401 W 10 MILE RD	OAK PARK	MI	48237	20	\$ 815.40	\$0.00
40.	1401 CARPENTER AVE	IRON MOUNTAIN	MI	49801	20	\$ 815.40	\$0.00
41.	1410 ELMWOOD ST	PORT HURON	MI	48060	20	\$ 815.40	\$0.00

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**AT&T VPN SERVICE
 PRICING SCHEDULE**

42.	14113 STATE HIGHWAY M28	NEWBERRY	MI	49868	20	\$ 815.40	\$0.00
43.	1421 HEALY ST	KALAMAZOO	MI	49048	20	\$ 815.40	\$0.00
44.	1430 MILITARY ST	PORT HURON	MI	48060	20	\$ 815.40	\$0.00
45.	1448 LAWSON DR	HOWELL	MI	48843	20	\$ 815.40	\$0.00
46.	1459 S GRAHAM RD	SAGINAW	MI	48609	20	\$ 815.40	\$0.00
47.	14634 MACK AVE	DETROIT	MI	48215	20	\$ 815.40	\$0.00
48.	1498 ODOVERO DR	MARQUETTE	MI	49855	20	\$ 815.40	\$0.00
49.	150 S HIGHLANDER WAY	HOWELL	MI	48843	20	\$ 815.40	\$0.00
50.	1500 E FERRY ST	DETROIT	MI	48211	20	\$ 815.40	\$0.00
51.	1509 WASHINGTON ST	MIDLAND	MI	48640	20	\$ 815.40	\$0.00
52.	15210 US HIGHWAY 31	BEULAH	MI	49617	20	\$ 815.40	\$0.00
53.	1525 E PARKDALE AVE	MANISTEE	MI	49660	20	\$ 815.40	\$0.00
54.	15300 W MICHIGAN AVE	MARSHALL	MI	49068	20	\$ 815.40	\$0.00
55.	1540 AIRPORT RD	ALPENA	MI	49707	20	\$ 815.40	\$0.00
56.	15950 E 12 MILE RD	ROSEVILLE	MI	48066	20	\$ 815.40	\$0.00
57.	1600 ALGONQUIN ST	DETROIT	MI	48215	20	\$ 815.40	\$0.00
58.	161 E MICHIGAN AVE	BATTLE CREEK	MI	49014	20	\$ 815.40	\$0.00
59.	1611 S HANOVER ST	HASTINGS	MI	49058	20	\$ 815.40	\$0.00
60.	16345 MCCLURE RD	CHELSEA	MI	48118	20	\$ 815.40	\$0.00
61.	164 E COLUMBIA AVE	BELLEVILLE	MI	48111	20	\$ 815.40	\$0.00
62.	1672 US HIGHWAY 31 S	MANISTEE	MI	49660	20	\$ 815.40	\$0.00
63.	16820 JAMES COUZENS FWY	DETROIT	MI	48235	20	\$ 815.40	\$0.00
64.	1697 LANSING AVE	JACKSON	MI	49202	20	\$ 815.40	\$0.00
65.	1712 N US 23	EAST TAWAS	MI	48730	20	\$ 815.40	\$0.00
66.	17176 FARMINGTON RD	LIVONIA	MI	48152	20	\$ 815.40	\$0.00
67.	17500 LAHSER RD	DETROIT	MI	48219	20	\$ 815.40	\$0.00
68.	17500 LIVERNOIS AVE	DETROIT	MI	48221	20	\$ 815.40	\$0.00
69.	1757 SOUTHFIELD RD	LINCOLN PARK	MI	48146	20	\$ 815.40	\$0.00
70.	1759 BARLOW ST	TRAVERSE CITY	MI	49686	20	\$ 815.40	\$0.00
71.	176 US HIGHWAY 41 E	NEGAUNEE	MI	49866	20	\$ 815.40	\$0.00
72.	1835 TREANOR ST	SAGINAW	MI	48601	20	\$ 815.40	\$0.00
73.	18412 TELEGRAPH RD	BROWNSTOWN TWP	MI	48174	20	\$ 815.40	\$0.00
74.	18809 E 9 MILE RD	EASTPOINTE	MI	48021	20	\$ 815.40	\$0.00
75.	1911 N MITCHELL ST	CADILLAC	MI	49601	20	\$ 815.40	\$0.00
76.	1911 SAND BEACH RD	BAD AXE	MI	48413	20	\$ 815.40	\$0.00
77.	19251 MACK AVE	GROSSE PTE WOODS	MI	48236	20	\$ 815.40	\$0.00
78.	19424 US HIGHWAY 10	REED CITY	MI	49677	20	\$ 815.40	\$0.00
79.	1960 MALL PL	BENTON HARBOR	MI	49022	20	\$ 815.40	\$0.00
80.	199 FERRY LN	SAINT IGNACE	MI	49781	20	\$ 815.40	\$0.00
81.	1990 US HIGHWAY 41 S	MARQUETTE	MI	49855	20	\$ 815.40	\$0.00
82.	2 S 6TH ST	CRYSTAL FALLS	MI	49920	20	\$ 815.40	\$0.00
83.	200 DIVISION ST	PETOSKEY	MI	49770	20	\$ 815.40	\$0.00
84.	200 GRAND RIVER AVE	PORT HURON	MI	48060	20	\$ 815.40	\$0.00
85.	200 N MOORE ST	BESSEMER	MI	49911	20	\$ 815.40	\$0.00
86.	201 MCMORRAN BLVD	PORT HURON	MI	48060	20	\$ 815.40	\$0.00
87.	201 W KALAMAZOO AVE	KALAMAZOO	MI	49007	20	\$ 815.40	\$0.00
88.	20210 W 7 MILE RD	DETROIT	MI	48219	20	\$ 815.40	\$0.00
89.	20500 EUREKA RD	TAYLOR	MI	48180	20	\$ 815.40	\$0.00

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90.	206 E MARY ST	BESSEMER	MI	49911	20	\$ 815.40	\$0.00
91.	206 N MICHIGAN AVE	BIG RAPIDS	MI	49307	20	\$ 815.40	\$0.00
92.	207 COURT ST	MT PLEASANT	MI	48858	20	\$ 815.40	\$0.00
93.	207 W SINCLAIR	MACKINAW CITY	MI	49701	20	\$ 815.40	\$0.00
94.	20809 DEQUINDRE RD	HAZEL PARK	MI	48030	20	\$ 815.40	\$0.00
95.	210 S HIGHLANDER WAY	HOWELL	MI	48843	20	\$ 815.40	\$0.00
96.	212 W WESLEY ST	JACKSON	MI	49201	20	\$ 815.40	\$0.00
97.	2122 S M 37	TRAVERSE CITY	MI	49685	20	\$ 815.40	\$0.00
98.	2149 E NAPIER AVE	BENTON HARBOR	MI	49022	20	\$ 815.40	\$0.00
99.	21572 ECORSE RD	TAYLOR	MI	48180	20	\$ 815.40	\$0.00
100.	21719 HOWARD ST	REED CITY	MI	49677	20	\$ 815.40	\$0.00
101.	220 N MAIN ST	ANN ARBOR	MI	48104	20	\$ 815.40	\$0.00
102.	220 W ELLSWORTH ST	MIDLAND	MI	48640	20	\$ 815.40	\$0.00
103.	2229 SUMMIT PARK DR	PETOSKEY	MI	49770	20	\$ 815.40	\$0.00
104.	2250 CROOKS RD	ROCHESTER HILLS	MI	48309	20	\$ 815.40	\$0.00
105.	2300 AIRPORT RD	MIDLAND	MI	48642	20	\$ 815.40	\$0.00
106.	234 W BARAGA AVE	MARQUETTE	MI	49855	20	\$ 815.40	\$0.00
107.	235 N SAGINAW ST	PONTIAC	MI	48342	20	\$ 815.40	\$0.00
108.	2394 W M 55	WEST BRANCH	MI	48661	20	\$ 815.40	\$0.00
109.	2468 W 24TH ST	BALDWIN	MI	49304	20	\$ 815.40	\$0.00
110.	250 E HURON AVE	BAD AXE	MI	48413	20	\$ 815.40	\$0.00
111.	2530 E GRAND RIVER AVE	HOWELL	MI	48843	20	\$ 815.40	\$0.00
112.	255 W MAIN ST	HARRISON	MI	48625	20	\$ 815.40	\$0.00
113.	25700 JOY RD	REDFORD	MI	48239	20	\$ 815.40	\$0.00
114.	25900 GREENFIELD RD	OAK PARK	MI	48237	20	\$ 815.40	\$0.00
115.	2612 10TH ST	MENOMINEE	MI	49858	20	\$ 815.40	\$0.00
116.	26170 21 MILE RD	CHESTERFIELD	MI	48051	20	\$ 815.40	\$0.00
117.	2666 US HIGHWAY 23 S	ALPENA	MI	49707	20	\$ 815.40	\$0.00
118.	2700 DAVITT ST	SAULT SAINTE MARIE	MI	49783	20	\$ 815.40	\$0.00
119.	2727 RODD ST	MIDLAND	MI	48640	20	\$ 815.40	\$0.00
120.	277 E SANILAC RD	SANDUSKY	MI	48471	20	\$ 815.40	\$0.00
121.	2800 STATE PARK RD	MONROE	MI	48162	20	\$ 815.40	\$0.00
122.	2887 KRAFFT RD	PORT HURON	MI	48060	20	\$ 815.40	\$0.00
123.	2897 16 MILE RD	MARION	MI	49665	20	\$ 815.40	\$0.00
124.	29 WASHINGTON ST	MONROE	MI	48161	20	\$ 815.40	\$0.00
125.	2900 LEWIS DR	PORT HURON	MI	48060	20	\$ 815.40	\$0.00
126.	2925 LAPEER RD	AUBURN HILLS	MI	48326	20	\$ 815.40	\$0.00
127.	295 N MAPLE RD	ANN ARBOR	MI	48103	20	\$ 815.40	\$0.00
128.	300 E D ST	IRON MOUNTAIN	MI	49801	20	\$ 815.40	\$0.00
129.	300 MILL ST	CHEBOYGAN	MI	49721	20	\$ 815.40	\$0.00
130.	300 N MAIN ST	MT PLEASANT	MI	48858	20	\$ 815.40	\$0.00
131.	300 WALNUT ST	MANISTIQUE	MI	49854	20	\$ 815.40	\$0.00
132.	301 E LEAD ST	BESSEMER	MI	49911	20	\$ 815.40	\$0.00
133.	301 STATE ST	CHARLEVOIX	MI	49720	20	\$ 815.40	\$0.00
134.	301 W GENESEE ST	LAPEER	MI	48446	20	\$ 815.40	\$0.00
135.	301 W UPTON AVE	REED CITY	MI	49677	20	\$ 815.40	\$0.00
136.	301 WINTER ST	LANSE	MI	49946	20	\$ 815.40	\$0.00
137.	302 N DELIA ST	LUDINGTON	MI	49431	20	\$ 815.40	\$0.00

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138.	30246 PLYMOUTH RD	LIVONIA	MI	48150	20	\$ 815.40	\$0.00
139.	3040 VAN HORN RD	TRENTON	MI	48183	20	\$ 815.40	\$0.00
140.	3044 W GRAND BLVD	DETROIT	MI	48202	20	\$ 815.40	\$0.00
141.	305 LUDINGTON ST	ESCANABA	MI	49829	20	\$ 815.40	\$0.00
142.	31 DIVISION ST	COLDWATER	MI	49036	20	\$ 815.40	\$0.00
143.	310 LUDINGTON ST	ESCANABA	MI	49829	20	\$ 815.40	\$0.00
144.	312 S JACKSON ST	JACKSON	MI	49201	20	\$ 815.40	\$0.00
145.	315 E FRONT ST	TRAVERSE CITY	MI	49684	20	\$ 815.40	\$0.00
146.	32 MARKET ST	MOUNT CLEMENS	MI	48043	20	\$ 815.40	\$0.00
147.	325 COURT ST	SAULT SAINTE MARIE	MI	49783	20	\$ 815.40	\$0.00
148.	33 PATRICK DR	BAD AXE	MI	48413	20	\$ 815.40	\$0.00
149.	3315 E MICHIGAN AVE	LANSING	MI	48912	20	\$ 815.40	\$0.00
150.	33231 PLYMOUTH RD	LIVONIA	MI	48150	20	\$ 815.40	\$0.00
151.	337 BRADY AVE	CASPIAN	MI	49915	20	\$ 815.40	\$0.00
152.	33971 US HIGHWAY 12	NILES	MI	49120	20	\$ 815.40	\$0.00
153.	34 N MICHIGAN AVE	COLDWATER	MI	49036	20	\$ 815.40	\$0.00
154.	34700 DEQUINDRE RD	STERLING HEIGHTS	MI	48310	20	\$ 815.40	\$0.00
155.	3472 PLAINFIELD AVE NE	GRAND RAPIDS	MI	49525	20	\$ 815.40	\$0.00
156.	3510 E WASHINGTON RD	SAGINAW	MI	48601	20	\$ 815.40	\$0.00
157.	35414 MOUND RD	STERLING HEIGHTS	MI	48310	20	\$ 815.40	\$0.00
158.	35731 W MICHIGAN AVE	WAYNE	MI	48184	20	\$ 815.40	\$0.00
159.	3580 STATE PARK DR	BAY CITY	MI	48706	20	\$ 815.40	\$0.00
160.	3631 US HIGHWAY 41	MOHAWK	MI	49950	20	\$ 815.40	\$0.00
161.	3665 28TH ST SE	GRAND RAPIDS	MI	49512	20	\$ 815.40	\$0.00
162.	37015 S GRATIOT AVE	CLINTON TWP	MI	48036	20	\$ 815.40	\$0.00
163.	3709 DEEP RIVER RD	STANDISH	MI	48658	20	\$ 815.40	\$0.00
164.	3810 PACKARD ST	ANN ARBOR	MI	48108	20	\$ 815.40	\$0.00
165.	388 KEITH WILHELM DR	COLDWATER	MI	49036	20	\$ 815.40	\$0.00
166.	40 CARE DR	HILLSDALE	MI	49242	20	\$ 815.40	\$0.00
167.	400 BOARDMAN AVE	TRAVERSE CITY	MI	49684	20	\$ 815.40	\$0.00
168.	400 ELM ST	BIG RAPIDS	MI	49307	20	\$ 815.40	\$0.00
169.	401 E HOUGHTON AVE	HOUGHTON	MI	49931	20	\$ 815.40	\$0.00
170.	401 N LAKE ST	CADILLAC	MI	49601	20	\$ 815.40	\$0.00
171.	401 W CEDAR AVE	GLADWIN	MI	48624	20	\$ 815.40	\$0.00
172.	408 COPPER ST	ONTONAGON	MI	49953	20	\$ 815.40	\$0.00
173.	410 W STATE HIGHWAY M35	GWINN	MI	49841	20	\$ 815.40	\$0.00
174.	41227 MOUND RD	STERLING HEIGHTS	MI	48314	20	\$ 815.40	\$0.00
175.	4131 S M 129	SAULT SAINTE MARIE	MI	49783	20	\$ 815.40	\$0.00
176.	415 3RD ST	MANISTEE	MI	49660	20	\$ 815.40	\$0.00
177.	420 W LAKE ST	TAWAS CITY	MI	48763	20	\$ 815.40	\$0.00
178.	4210 S WESTNEDGE AVE	KALAMAZOO	MI	49008	20	\$ 815.40	\$0.00
179.	4212 DIXIE HWY	SAGINAW	MI	48601	20	\$ 815.40	\$0.00
180.	422 W LAKE ST	TAWAS CITY	MI	48763	20	\$ 815.40	\$0.00
181.	424 RIVERSIDE DR	BATTLE CREEK	MI	49015	20	\$ 815.40	\$0.00
182.	4256 W VIENNA RD	CLIO	MI	48420	20	\$ 815.40	\$0.00
183.	427 US HIGHWAY 41 N	BARAGA	MI	49908	20	\$ 815.40	\$0.00
184.	430 BARFIELD DR	HASTINGS	MI	49058	20	\$ 815.40	\$0.00
185.	43565 ELIZABETH RD	CLINTON TWP	MI	48036	20	\$ 815.40	\$0.00

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186.	43630 HAYES RD	CLINTON TWP	MI	48038	20	\$ 815.40	\$0.00
187.	444 E HOUGHTON AVE	WEST BRANCH	MI	48661	20	\$ 815.40	\$0.00
188.	448 COURT PL	BEULAH	MI	49617	20	\$ 815.40	\$0.00
189.	449 GREEN ST	CARO	MI	48723	20	\$ 815.40	\$0.00
190.	463 E 3 MILE RD	SAULT SAINTE MARIE	MI	49783	20	\$ 815.40	\$0.00
191.	4675 WASHTENAW AVE	ANN ARBOR	MI	48108	20	\$ 815.40	\$0.00
192.	497 WAUKONDA AVE	BENTON HARBOR	MI	49022	20	\$ 815.40	\$0.00
193.	500 FERRY LN	SAINT IGNACE	MI	49781	20	\$ 815.40	\$0.00
194.	500 W MCMILLAN AVE	NEWBERRY	MI	49868	20	\$ 815.40	\$0.00
195.	503 N BIRCH ST	KALKASKA	MI	49646	20	\$ 815.40	\$0.00
196.	50640 SCHOENHERR RD	SHELBY TWP	MI	48315	20	\$ 815.40	\$0.00
197.	5100 STATE HIGHWAY M123	NEWBERRY	MI	49868	20	\$ 815.40	\$0.00
198.	515 S SANDUSKY RD	SANDUSKY	MI	48471	20	\$ 815.40	\$0.00
199.	51750 INDUSTRIAL DR	CALUMET	MI	49913	20	\$ 815.40	\$0.00
200.	520 W US HIGHWAY 2	NORWAY	MI	49870	20	\$ 815.40	\$0.00
201.	5211 CHERRY AVE	HUDSONVILLE	MI	49426	20	\$ 815.40	\$0.00
202.	529 S MAIN ST	STANDISH	MI	48658	20	\$ 815.40	\$0.00
203.	5301 RUSSELL ST	DETROIT	MI	48211	20	\$ 815.40	\$0.00
204.	5301 RUSSELL ST	DETROIT	MI	48211	20	\$ 815.40	\$0.00
205.	5372 S 9TH ST	KALAMAZOO	MI	49009	20	\$ 815.40	\$0.00
206.	5420 BECKLEY RD	BATTLE CREEK	MI	49015	20	\$ 815.40	\$0.00
207.	5500 ARMSTRONG RD	BATTLE CREEK	MI	49037	20	\$ 815.40	\$0.00
208.	5653 S M 37	BALDWIN	MI	49304	20	\$ 815.40	\$0.00
209.	5666 STATE HIGHWAY M123	NEWBERRY	MI	49868	20	\$ 815.40	\$0.00
210.	5673 W MAIN ST	KALAMAZOO	MI	49009	20	\$ 815.40	\$0.00
211.	5777 N ADAMS ST	SAGINAW	MI	48604	20	\$ 815.40	\$0.00
212.	580 E WARREN AVE	DETROIT	MI	48201	20	\$ 815.40	\$0.00
213.	587 E 8TH ST	HOLLAND	MI	49423	20	\$ 815.40	\$0.00
214.	59 E SAINT JOE ST	HILLSDALE	MI	49242	20	\$ 815.40	\$0.00
215.	596 11TH ST	PLAINWELL	MI	49080	20	\$ 815.40	\$0.00
216.	60 W SANILAC RD	SANDUSKY	MI	48471	20	\$ 815.40	\$0.00
217.	600 WALNUT ST	ALPENA	MI	49707	20	\$ 815.40	\$0.00
218.	601 JEWETT RD	MASON	MI	48854	20	\$ 815.40	\$0.00
219.	603 W ADAMS ST	IONIA	MI	48846	20	\$ 815.40	\$0.00
220.	605 N BIRCH ST	KALKASKA	MI	49646	20	\$ 815.40	\$0.00
221.	608 W ALLEGAN ST	LANSING	MI	48933	20	\$ 815.40	\$0.00
222.	6090 N WAYNE RD	WESTLAND	MI	48185	20	\$ 815.40	\$0.00
223.	610 E UNIVERSITY AVE	ANN ARBOR	MI	48109	20	\$ 815.40	\$0.00
224.	618 CASS ST	SAGINAW	MI	48602	20	\$ 815.40	\$0.00
225.	621 10TH ST	PLAINWELL	MI	49080	20	\$ 815.40	\$0.00
226.	6345 AMERICAN AVE	PORTAGE	MI	49002	20	\$ 815.40	\$0.00
227.	645 GRISWOLD ST	DETROIT	MI	48226	20	\$ 815.40	\$0.00
228.	6510 TELEGRAPH RD	TAYLOR	MI	48180	20	\$ 815.40	\$0.00
229.	675 E CEDAR AVE	GLADWIN	MI	48624	20	\$ 815.40	\$0.00
230.	6835 US HIGHWAY 2 41 M35	GLADSTONE	MI	49837	20	\$ 815.40	\$0.00
231.	7 VANS AVE	COLDWATER	MI	49036	20	\$ 815.40	\$0.00
232.	701 S GREENVILLE WEST DR	GREENVILLE	MI	48838	20	\$ 815.40	\$0.00
233.	7064 CROWNER DR	DIMONDALE	MI	48821	20	\$ 815.40	\$0.00

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234.	7090 SASHABAW RD	CLARKSTON	MI	48348	20	\$ 815.40	\$0.00
235.	711 N SAGINAW ST	FLINT	MI	48503	20	\$ 815.40	\$0.00
236.	715 S LOXLEY RD	HOUGHTON LAKE	MI	48629	20	\$ 815.40	\$0.00
237.	7150 HARRIS DR	DIMONDALE	MI	48821	20	\$ 815.40	\$0.00
238.	7159 W 48TH ST	FREMONT	MI	49412	20	\$ 815.40	\$0.00
239.	720 W CHISHOLM ST	ALPENA	MI	49707	20	\$ 815.40	\$0.00
240.	725 RICHARD DR	HARRISON	MI	48625	20	\$ 815.40	\$0.00
241.	750 FRONT AVE NW	GRAND RAPIDS	MI	49504	20	\$ 815.40	\$0.00
242.	7917 19 MILE RD	STERLING HEIGHTS	MI	48314	20	\$ 815.40	\$0.00
243.	800 10TH ST	BALDWIN	MI	49304	20	\$ 815.40	\$0.00
244.	800 CHANTER RD	JACKSON	MI	49201	20	\$ 815.40	\$0.00
245.	800 VAN GUARD RD	PONTIAC	MI	48341	20	\$ 815.40	\$0.00
246.	8015 S MACKINAW TRL	CADILLAC	MI	49601	20	\$ 815.40	\$0.00
247.	806 HOGSBACK RD	MASON	MI	48854	20	\$ 815.40	\$0.00
248.	806 W HOUGHTON AVE	WEST BRANCH	MI	48661	20	\$ 815.40	\$0.00
249.	809 N BIRCH ST	KALKASKA	MI	49646	20	\$ 815.40	\$0.00
250.	8100 GRANGE HALL RD	HOLLY	MI	48442	20	\$ 815.40	\$0.00
251.	811 PORT ST	SAINT JOSEPH	MI	49085	20	\$ 815.40	\$0.00
252.	816 BEACH ST	FLINT	MI	48502	20	\$ 815.40	\$0.00
253.	816 CLARK DR	GLADSTONE	MI	49837	20	\$ 815.40	\$0.00
254.	82 IONIA AVE NW	GRAND RAPIDS	MI	49503	20	\$ 815.40	\$0.00
255.	827 S HURON ST	CHEBOYGAN	MI	49721	20	\$ 815.40	\$0.00
256.	8372 RIVER RD	COTTRELLVILLE	MI	48039	20	\$ 815.40	\$0.00
257.	839 10TH AVE	MENOMINEE	MI	49858	20	\$ 815.40	\$0.00
258.	8540 S CLARE AVE	CLARE	MI	48617	20	\$ 815.40	\$0.00
259.	8555 SILVER HILL RD	PINCKNEY	MI	48169	20	\$ 815.40	\$0.00
260.	8565 N LILLEY RD	CANTON	MI	48187	20	\$ 815.40	\$0.00
261.	870 S MAIN ST	CHEBOYGAN	MI	49721	20	\$ 815.40	\$0.00
262.	90 W SANILAC RD	SANDUSKY	MI	48471	20	\$ 815.40	\$0.00
263.	9001 JOSEPH CAMPAU ST	HAMTRAMCK	MI	48212	20	\$ 815.40	\$0.00
264.	902 RAZORBACK DR	HOUGHTON	MI	49931	20	\$ 815.40	\$0.00
265.	903 S TELEGRAPH RD	MONROE	MI	48161	20	\$ 815.40	\$0.00
266.	905 PAINE DR	CHARLOTTE	MI	48813	20	\$ 815.40	\$0.00
267.	911 COURTHOUSE DR	CHARLOTTE	MI	48813	20	\$ 815.40	\$0.00
268.	915 DIANA ST	LUDINGTON	MI	49431	20	\$ 815.40	\$0.00
269.	920 E LINCOLN AVE	IONIA	MI	48846	20	\$ 815.40	\$0.00
270.	920 FORT ST	LINCOLN PARK	MI	48146	20	\$ 815.40	\$0.00
271.	934 BRIDGE PLZ	SAULT SAINTE MARIE	MI	49783	20	\$ 815.40	\$0.00
272.	940 N 10TH ST	KALAMAZOO	MI	49009	20	\$ 815.40	\$0.00
273.	990 TERRACE ST	MUSKEGON	MI	49442	20	\$ 815.40	\$0.00
274.	992 LALLEY RD	IRON RIVER	MI	49935	20	\$ 815.40	\$0.00
275.	G5512 FENTON RD	FLINT	MI	48507	20	\$ 815.40	\$0.00
276.	N7045 STATE HIGHWAY 117	ENGADINE	MI	49827	20	\$ 815.40	\$0.00
277.	W399 US-2	HARRIS	MI	49845	20	\$ 815.40	\$0.00
278.	1007 N EUCLID AVE	BAY CITY	MI	48706	20	\$ 887.33	\$0.00
279.	1056 28TH ST SW	WYOMING	MI	49509	20	\$ 887.33	\$0.00
280.	1060 W FORT ST	DETROIT	MI	48226	20	\$ 887.33	\$0.00
281.	1067 INDEPENDENCE BLVD	CHARLOTTE	MI	48813	20	\$ 887.33	\$0.00

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**AT&T VPN SERVICE
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282.	1110 ROBBINS RD	GRAND HAVEN	MI	49417	20	\$ 887.33	\$0.00
283.	1113 S MAIN ST	CHELSEA	MI	48118	20	\$ 887.33	\$0.00
284.	1120 CRYSTAL AVE	CRYSTAL FALLS	MI	49920	20	\$ 887.33	\$0.00
285.	11533 E 12 MILE RD	WARREN	MI	48093	20	\$ 887.33	\$0.00
286.	1212 W STATE ST	HASTINGS	MI	49058	20	\$ 887.33	\$0.00
287.	1228 WASHINGTON AVE	BAY CITY	MI	48708	20	\$ 887.33	\$0.00
288.	12900 I-75	RAISINV L TWP	MI	48161	20	\$ 887.33	\$0.00
289.	130 JEFFERSON AVE	SELFRIDGE ANGB	MI	99999	20	\$ 887.33	\$0.00
290.	13331 LYNDON ST	DETROIT	MI	48227	20	\$ 887.33	\$0.00
291.	1409 WASHINGTON ST	MIDLAND	MI	48640	20	\$ 887.33	\$0.00
292.	1420 US HIGHWAY 2	CRYSTAL FALLS	MI	49920	20	\$ 887.33	\$0.00
293.	1586 US HIGHWAY 31 S	MANISTEE	MI	49660	20	\$ 887.33	\$0.00
294.	1801 ATWATER ST	DETROIT	MI	48207	20	\$ 887.33	\$0.00
295.	1832 N SAGINAW RD	MIDLAND	MI	48640	20	\$ 887.33	\$0.00
296.	2300 GRAND RIVER AVE	BRIGHTON	MI	48116	20	\$ 887.33	\$0.00
297.	2660 LEONARD ST NW	GRAND RAPIDS	MI	49504	20	\$ 887.33	\$0.00
298.	2835 BAGLEY ST	DETROIT	MI	48216	20	\$ 887.33	\$0.00
299.	2835 BAGLEY ST	DETROIT	MI	48216	20	\$ 887.33	\$0.00
300.	308 S SUPERIOR ST	ALBION	MI	49224	20	\$ 887.33	\$0.00
301.	31172 BECK RD	NOVI	MI	48377	20	\$ 887.33	\$0.00
302.	3298 STADIUM DR	KALAMAZOO	MI	49008	20	\$ 887.33	\$0.00
303.	401 INTERSTATE 75	SAINT IGNACE	MI	49781	20	\$ 887.33	\$0.00
304.	411 W HARRIE ST	NEWBERRY	MI	49868	20	\$ 887.33	\$0.00
305.	426 CLINTON ST	DETROIT	MI	48226	20	\$ 887.33	\$0.00
306.	43015 HAYES RD	STERLING HEIGHTS	MI	48313	20	\$ 887.33	\$0.00
307.	44675 HELM CT	PLYMOUTH	MI	48170	20	\$ 887.33	\$0.00
308.	47420 MEMORIAL DR	HOUGHTON	MI	49931	20	\$ 887.33	\$0.00
309.	477 MICHIGAN AVE	DETROIT	MI	48226	20	\$ 887.33	\$0.00
310.	5094 SCHAEFER RD	DEARBORN	MI	48126	20	\$ 887.33	\$0.00
311.	534 S STATE ST	SPARTA	MI	49345	20	\$ 887.33	\$0.00
312.	603 ROMENCE RD	PORTAGE	MI	49024	20	\$ 887.33	\$0.00
313.	6335 CANYON ST	DETROIT	MI	48236	20	\$ 887.33	\$0.00
314.	7915 S 31 RD	CADILLAC	MI	49601	20	\$ 887.33	\$0.00
315.	8525 E GOVERNMENT CENTER DR	SUTTONS BAY	MI	49682	20	\$ 887.33	\$0.00
316.	10 N HOWES LAKE RD	GRAYLING	MI	99999	20	\$ 1,140.85	\$0.00
317.	100 E STATE ST	SAINT JOHNS	MI	48879	20	\$ 1,140.85	\$0.00
318.	100 S STATE ST	HART	MI	49420	20	\$ 1,140.85	\$0.00
319.	1003 E MICHIGAN AVE	PAW PAW	MI	49079	20	\$ 1,140.85	\$0.00
320.	1025 N SHIAWASSEE ST	CORUNNA	MI	48817	20	\$ 1,140.85	\$0.00
321.	1040 S WINTER ST	ADRIAN	MI	49221	20	\$ 1,140.85	\$0.00
322.	1040 S WINTER ST	ADRIAN	MI	49221	20	\$ 1,140.85	\$0.00
323.	1041 S US HIGHWAY 27	SAINT JOHNS	MI	48879	20	\$ 1,140.85	\$0.00
324.	105 S COURT ST	MIO	MI	48647	20	\$ 1,140.85	\$0.00
325.	110 N BROADWAY ST	CASSOPOLIS	MI	49031	20	\$ 1,140.85	\$0.00
326.	1161 W 8TH ST	MIO	MI	48647	20	\$ 1,140.85	\$0.00
327.	12265 STATE ST	ATLANTA	MI	49709	20	\$ 1,140.85	\$0.00
328.	126 E CHURCH ST	ADRIAN	MI	49221	20	\$ 1,140.85	\$0.00
329.	127 S MAIN ST	LAKE CITY	MI	49651	20	\$ 1,140.85	\$0.00

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**AT&T VPN SERVICE
 PRICING SCHEDULE**

330.	13210 M 33	ATLANTA	MI	49709	20	\$ 1,140.85	\$0.00
331.	13490 M 32/M33	ATLANTA	MI	49709	20	\$ 1,140.85	\$0.00
332.	13501 M 33	ATLANTA	MI	49709	20	\$ 1,140.85	\$0.00
333.	141 N STATE ST	HILLMAN	MI	49746	20	\$ 1,140.85	\$0.00
334.	1485 E APPLE AVE	MUSKEGON	MI	49442	20	\$ 1,140.85	\$0.00
335.	150 W MAPLE AVE	ADRIAN	MI	49221	20	\$ 1,140.85	\$0.00
336.	151 E HURON AVE	ROGERS CITY	MI	49779	20	\$ 1,140.85	\$0.00
337.	164 N FOURTH ST	ROGERS CITY	MI	49779	20	\$ 1,140.85	\$0.00
338.	16860 M 32/M33	ATLANTA	MI	49709	20	\$ 1,140.85	\$0.00
339.	1732 W M 32	GAYLORD	MI	49735	20	\$ 1,140.85	\$0.00
340.	1955 HARTWICK PINES RD	GRAYLING	MI	49738	20	\$ 1,140.85	\$0.00
341.	1990 E APPLE AVE	MUSKEGON	MI	49442	20	\$ 1,140.85	\$0.00
342.	200 W 5TH ST	MIO	MI	48647	20	\$ 1,140.85	\$0.00
343.	200 W MICHIGAN AVE	GRAYLING	MI	49738	20	\$ 1,140.85	\$0.00
344.	205 S KALAMAZOO ST	PAW PAW	MI	49079	20	\$ 1,140.85	\$0.00
345.	207 E CAYUGA ST	BELLAIRE	MI	49615	20	\$ 1,140.85	\$0.00
346.	2145 E HURON RD	AU GRES	MI	48703	20	\$ 1,140.85	\$0.00
347.	2225 OLTHOFF ST	MUSKEGON	MI	49444	20	\$ 1,140.85	\$0.00
348.	225 W MAIN ST	GAYLORD	MI	49735	20	\$ 1,140.85	\$0.00
349.	2384 S I 75 BUSINESS LOOP	GRAYLING	MI	49738	20	\$ 1,140.85	\$0.00
350.	23960 RUGGLES RD	SOUTH HAVEN	MI	49090	20	\$ 1,140.85	\$0.00
351.	2451 N ADRIAN HWY	ADRIAN	MI	49221	20	\$ 1,140.85	\$0.00
352.	300 N MAIN ST	DAVISON	MI	48423	20	\$ 1,140.85	\$0.00
353.	325 M 62	CASSOPOLIS	MI	49031	20	\$ 1,140.85	\$0.00
354.	32849 E RED ARROW HWY	PAW PAW	MI	49079	20	\$ 1,140.85	\$0.00
355.	3740 W POLK RD	HART	MI	49420	20	\$ 1,140.85	\$0.00
356.	4081 W POLK RD	HART	MI	49420	20	\$ 1,140.85	\$0.00
357.	4216 RANGER RD	GRAYLING	MI	49738	20	\$ 1,140.85	\$0.00
358.	430 WESTERN AVE	ALLEGAN	MI	49010	20	\$ 1,140.85	\$0.00
359.	5948 SAWYER RD	SAWYER	MI	49125	20	\$ 1,140.85	\$0.00
360.	601 N FRONT ST	DOWAGIAC	MI	49047	20	\$ 1,140.85	\$0.00
361.	609 N STATE ST	STANTON	MI	48888	20	\$ 1,140.85	\$0.00
362.	61535 M-40	JONES	MI	49061	20	\$ 1,140.85	\$0.00
363.	620 E MAIN ST	CENTREVILLE	MI	49032	20	\$ 1,140.85	\$0.00
364.	657 N STATE ST	STANTON	MI	48888	20	\$ 1,140.85	\$0.00
365.	6585 LAKE HARBOR RD	NORTON SHORES	MI	49441	20	\$ 1,140.85	\$0.00
366.	692 E MAIN ST	CENTREVILLE	MI	49032	20	\$ 1,140.85	\$0.00
367.	731 N CANAL RD	LANSING	MI	48917	20	\$ 1,140.85	\$0.00
368.	8717 N ROSCOMMON RD	ROSCOMMON	MI	48653	20	\$ 1,140.85	\$0.00
369.	9235 BLUE STAR MEMORIAL HWY	SOUTH HAVEN	MI	49090	20	\$ 1,140.85	\$0.00
370.	931 S CENTERVILLE RD	STURGIS	MI	49091	20	\$ 1,140.85	\$0.00
371.	931 S OTSEGO AVE	GAYLORD	MI	49735	20	\$ 1,140.85	\$0.00
372.	940 VENTURE LN	WILLIAMSTON	MI	48895	20	\$ 1,140.85	\$0.00
373.	9679 W STATE PARK RD	MEARS	MI	49436	20	\$ 1,140.85	\$0.00
374.	1050 INDEPENDENCE BLVD	CHARLOTTE	MI	48813	50	\$ 1,020.60	\$0.00
375.	10641 W WATERGATE RD	CADILLAC	MI	49601	50	\$ 1,020.60	\$0.00
376.	120 W CHAPIN ST	CADILLAC	MI	49601	50	\$ 1,020.60	\$0.00
377.	12140 JOSEPH CAMPAU ST	HAMTRAMCK	MI	48212	50	\$ 1,020.60	\$0.00

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378.	12185 JAMES ST	HOLLAND	MI	49424	50	\$ 1,020.60	\$0.00
379.	13041 E 10 MILE RD	WARREN	MI	48089	50	\$ 1,020.60	\$0.00
380.	1399 W CENTER RD	ESSEXVILLE	MI	48732	50	\$ 1,020.60	\$0.00
381.	1420 FRONT AVE NW	GRAND RAPIDS	MI	49504	50	\$ 1,020.60	\$0.00
382.	1475 US HIGHWAY 31 S	MANISTEE	MI	49660	50	\$ 1,020.60	\$0.00
383.	1501 E KILGORE RD	KALAMAZOO	MI	49001	50	\$ 1,020.60	\$0.00
384.	1504 W WASHINGTON ST	MARQUETTE	MI	49855	50	\$ 1,020.60	\$0.00
385.	1541 OAKLAND DR	KALAMAZOO	MI	49008	50	\$ 1,020.60	\$0.00
386.	17411 GRAND RIVER AVE	DETROIT	MI	48227	50	\$ 1,020.60	\$0.00
387.	17601 MOUND RD	DETROIT	MI	48212	50	\$ 1,020.60	\$0.00
388.	18101 W 9 MILE RD	SOUTHFIELD	MI	48075	50	\$ 1,020.60	\$0.00
389.	1818 3RD AVE S	ESCANABA	MI	49829	50	\$ 1,020.60	\$0.00
390.	18520 W 7 MILE RD	DETROIT	MI	48219	50	\$ 1,020.60	\$0.00
391.	190 E MICHIGAN AVE	BATTLE CREEK	MI	49014	50	\$ 1,020.60	\$0.00
392.	2084 N US HIGHWAY 31 S	TRAVERSE CITY	MI	49685	50	\$ 1,020.60	\$0.00
393.	234 W BARAGA AVE	MARQUETTE	MI	49855	50	\$ 1,020.60	\$0.00
394.	2425 N 30TH ST	ESCANABA	MI	49829	50	\$ 1,020.60	\$0.00
395.	2524 CLARK ST	DETROIT	MI	48209	50	\$ 1,020.60	\$0.00
396.	25637 ECORSE RD	TAYLOR	MI	48180	50	\$ 1,020.60	\$0.00
397.	26355 MICHIGAN AVE	INKSTER	MI	48141	50	\$ 1,020.60	\$0.00
398.	27300 PLYMOUTH RD	REDFORD	MI	48239	50	\$ 1,020.60	\$0.00
399.	27540 MICHIGAN AVE	INKSTER	MI	48141	50	\$ 1,020.60	\$0.00
400.	27700 DONALD CT	WARREN	MI	48092	50	\$ 1,020.60	\$0.00
401.	2942 FULLER AVE NE	GRAND RAPIDS	MI	49505	50	\$ 1,020.60	\$0.00
402.	3000 MONROE AVE NE	GRAND RAPIDS	MI	49505	50	\$ 1,020.60	\$0.00
403.	301 E LOUIS GLICK HWY	JACKSON	MI	49201	50	\$ 1,020.60	\$0.00
404.	30755 MONTEPELIER DR	MADISON HEIGHTS	MI	48071	50	\$ 1,020.60	\$0.00
405.	3391 PLAINFIELD AVE NE	GRAND RAPIDS	MI	49525	50	\$ 1,020.60	\$0.00
406.	3880 RED ARROW HWY	BENTON HARBOR	MI	49022	50	\$ 1,020.60	\$0.00
407.	4000 COOPER ST	JACKSON	MI	49201	50	\$ 1,020.60	\$0.00
408.	401 KETCHUM ST	BAY CITY	MI	48708	50	\$ 1,020.60	\$0.00
409.	4037 N EUCLID AVE	BAY CITY	MI	48706	50	\$ 1,020.60	\$0.00
410.	41300 DEQUINDRE RD	STERLING HEIGHTS	MI	48314	50	\$ 1,020.60	\$0.00
411.	425 FISHER ST	MARQUETTE	MI	49855	50	\$ 1,020.60	\$0.00
412.	427 E ALCOTT ST	KALAMAZOO	MI	49001	50	\$ 1,020.60	\$0.00
413.	4481 CORUNNA RD	FLINT	MI	48532	50	\$ 1,020.60	\$0.00
414.	4701 W MICHIGAN AVE	JACKSON	MI	49201	50	\$ 1,020.60	\$0.00
415.	4733 CONNER ST	DETROIT	MI	48215	50	\$ 1,020.60	\$0.00
416.	4809 CLIO RD	FLINT	MI	48504	50	\$ 1,020.60	\$0.00
417.	515 N WASHINGTON AVE	SAGINAW	MI	48607	50	\$ 1,020.60	\$0.00
418.	5300 LAWTON ST	DETROIT	MI	48208	50	\$ 1,020.60	\$0.00
419.	5303 28TH STREET CT SE	GRAND RAPIDS	MI	49546	50	\$ 1,020.60	\$0.00
420.	5859 SHERMAN RD	ZILWAUKEE	MI	48604	50	\$ 1,020.60	\$0.00
421.	701 S ELMWOOD AVE	TRAVERSE CITY	MI	49684	50	\$ 1,020.60	\$0.00
422.	7953 ADOBE RD	KALAMAZOO	MI	49009	50	\$ 1,020.60	\$0.00
423.	800 WATER TOWER RD	BIG RAPIDS	MI	49307	50	\$ 1,020.60	\$0.00
424.	8655 GREENFIELD RD	DETROIT	MI	48228	50	\$ 1,020.60	\$0.00
425.	9023 JOSEPH CAMPAU ST	HAMTRAMCK	MI	48212	50	\$ 1,020.60	\$0.00

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426.	22 CENTER ST	YPSILANTI	MI	48198	50	\$ 1,223.24	\$0.00
427.	1088 E M 32	GAYLORD	MI	49735	50	\$ 1,426.06	\$0.00
428.	113 CHESTNUT ST	ALLEGAN	MI	49010	50	\$ 1,426.06	\$0.00
429.	2100 W M 32	GAYLORD	MI	49735	50	\$ 1,426.06	\$0.00
430.	931 S OTSEGO AVE	GAYLORD	MI	49735	50	\$ 1,426.06	\$0.00
431.	1312 OAKLAND DR	KALAMAZOO	MI	49008	100	\$ 1,287.00	\$0.00
432.	1801 E CANFIELD ST	DETROIT	MI	48207	100	\$ 1,287.00	\$0.00
433.	25680 W 8 MILE RD	SOUTHFIELD	MI	48033	100	\$ 1,287.00	\$0.00
434.	2590 WILDER RD	BAY CITY	MI	48706	100	\$ 1,287.00	\$0.00
435.	2700 BAKER ST	MUSKEGON HEIGHTS	MI	49444	100	\$ 1,287.00	\$0.00
436.	2950 MONROE AVE NE	GRAND RAPIDS	MI	49505	100	\$ 1,287.00	\$0.00
437.	34625 26 MILE RD	LENOX	MI	48048	100	\$ 1,287.00	\$0.00
438.	401 8TH ST	BENTON HARBOR	MI	49022	100	\$ 1,287.00	\$0.00
439.	411 E GENESEE AVE	SAGINAW	MI	48607	100	\$ 1,287.00	\$0.00
440.	44777 N GRATIOT AVE	CLINTON TWP	MI	48036	100	\$ 1,287.00	\$0.00
441.	48724 DONNER RD	CHESTERFIELD	MI	48047	100	\$ 1,287.00	\$0.00
442.	51111 WOODWARD AVE	PONTIAC	MI	48342	100	\$ 1,287.00	\$0.00
443.	555 E LAFAYETTE BLVD	DETROIT	MI	48226	100	\$ 1,287.00	\$0.00
444.	7064 CROWNER DR	DIMONDALE	MI	48821	100	\$ 1,287.00	\$0.00
445.	1060 W FORT ST	DETROIT	MI	48226	100	\$ 1,458.00	\$0.00
446.	1777 3RD ST	DETROIT	MI	48226	100	\$ 1,458.00	\$0.00
447.	2901 GRAND RIVER AVE	DETROIT	MI	48201	100	\$ 1,458.00	\$0.00
448.	8701 E MI STATE ROAD 36	WHITMORE LAKE	MI	48189	100	\$ 1,458.00	\$0.00
449.	9036 E M-36	GREEN OAK TWP	MI	99999	100	\$ 1,458.00	\$0.00
450.	9495 E POTTER RD	DAVISON	MI	48423	100	\$ 1,723.94	\$0.00
451.	2040 CHAMBERS RD	CARO	MI	48723	100	\$ 2,059.86	\$0.00
452.	125 E UNION ST	FLINT	MI	48502	250	\$ 2,113.20	\$0.00
453.	2332 W GENESEE ST	LAPEER	MI	48446	250	\$ 2,113.20	\$0.00
454.	2727 E BEECHER ST	ADRIAN	MI	49221	250	\$ 2,113.20	\$0.00
455.	30901 PALMER RD	WESTLAND	MI	48186	250	\$ 2,113.20	\$0.00
456.	3201 BEMIS RD	PITTSFIELD TWP	MI	48197	250	\$ 2,113.20	\$0.00
457.	7064 CROWNER DR	DIMONDALE	MI	48821	250	\$ 2,113.20	\$0.00
458.	7064 CROWNER DR	DIMONDALE	MI	48821	250	\$ 2,113.20	\$0.00
459.	21715 FILIGREE CT	ASHBURN	VA	20147	10000	\$ 5,625.12	\$0.00
460.	21715 FILIGREE CT	ASHBURN	VA	20147	10000	\$ 5,625.12	\$0.00
461.	530 W ALLEGAN ST	LANSING	MI	48933	10000	\$ 7,922.70	\$0.00
462.	530 W ALLEGAN ST	LANSING	MI	48933	10000	\$ 7,922.70	\$0.00
463.	7064 CROWNER DR	DIMONDALE	MI	48821	10000	\$ 7,922.70	\$0.00
464.	7064 CROWNER DR	DIMONDALE	MI	48821	10000	\$ 7,922.70	\$0.00

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AT&T Virtual Private Network(VPN) Access Pricing for Two Year Extension

- AT&T Ethernet Access (transport for AT&T VPN).

Circuit ID	Monthly Recurring Charge	Circuit ID	Monthly Recurring Charge
BBEC502863	\$ 1,020.60	BBEC622677	\$ 1,020.60
BBEC505866	\$ 1,020.60	BBEC628333	\$ 1,020.60
BBEC515104	\$ 1,020.60	BBEC628561	\$ 1,020.60
BBEC520458	\$ 1,020.60	BBEC635861	\$ 1,020.60
BBEC521372	\$ 1,020.60	BBEC650212	\$ 1,020.60
BBEC525332	\$ 1,020.60	BBEC653781	\$ 1,020.60
BBEC526093	\$ 1,020.60	BBEC662266	\$ 1,020.60
BBEC526741	\$ 1,020.60	BBEC669796	\$ 1,020.60
BBEC528362	\$ 1,020.60	BBEC674516	\$ 1,426.06
BBEC531373	\$ 1,020.60	BBEC676269	\$ 1,020.60
BBEC532059	\$ 1,020.60	BBEC676331	\$ 1,020.60
BBEC532866	\$ 1,020.60	BBEC677421	\$ 1,020.60
BBEC533387	\$ 1,020.60	BBEC682766	\$ 1,020.60
BBEC540750	\$ 1,020.60	BBEC685259	\$ 1,020.60
BBEC542116	\$ 1,020.60	BBEC687713	\$ 1,426.06
BBEC542569	\$ 1,020.60	BMEC934076	\$ 3,211.20
BBEC543462	\$ 1,020.60	BREC568971	\$ 2,113.20
BBEC550637	\$ 1,020.60	BREC569023	\$ 2,113.20
BBEC552853	\$ 1,020.60	BREC601166	\$ 2,113.20
BBEC556408	\$ 1,223.24	BREC887249	\$ 2,113.20
BBEC556503	\$ 1,020.60	BREC982407	\$ 2,113.20
BBEC559075	\$ 1,020.60	IUEC501163	\$ 1,287.00
BBEC560100	\$ 1,020.60	IUEC536916	\$ 1,287.00
BBEC563189	\$ 1,020.60	IUEC540994	\$ 1,287.00
BBEC566793	\$ 1,020.60	IUEC572583	\$ 1,458.00
BBEC567132	\$ 1,426.06	IUEC624170	\$ 1,287.00
BBEC567196	\$ 1,020.60	IUEC638948	\$ 1,287.00
BBEC567722	\$ 1,020.60	IUEC652533	\$ 1,458.00
BBEC568420	\$ 1,426.06	IUEC671680	\$ 1,287.00
BBEC571054	\$ 1,020.60	IUEC683993	\$ 1,458.00
BBEC573103	\$ 1,020.60	IUEC693363	\$ 1,287.00
BBEC579456	\$ 1,020.60	IUEC780342	\$ 1,287.00
BBEC580486	\$ 1,020.60	IUEC830833	\$ 2,059.86
BBEC581504	\$ 1,020.60	IUEC845839	\$ 1,287.00
BBEC584046	\$ 1,020.60	IUEC867927	\$ 1,458.00
BBEC586719	\$ 1,020.60	IUEC904968	\$ 1,287.00
BBEC588708	\$ 1,020.60	IUEC917578	\$ 1,287.00
BBEC594803	\$ 1,020.60	IUEC934111	\$ 1,458.00
BBEC597462	\$ 1,020.60	IUEC937490	\$ 1,287.00
BBEC597769	\$ 1,020.60	IUEC949697	\$ 1,723.94

AT&T Virtual Private Network(VPN) Access Pricing for Two Year Extension

Circuit ID	Monthly Recurring Charge	Circuit ID	Monthly Recurring Charge
IUEC979965	\$ 1,287.00	MMEC612035	\$ 815.40
IUEC997705	\$ 1,287.00	MMEC612387	\$ 815.40
IZEJ538125	\$ 2,535.21	MMEC614402	\$ 1,140.85
L4YS610666	\$ 5,625.12	MMEC635123	\$ 1,140.85
L4YS610675	\$ 5,625.12	MMEC635207	\$ 815.40
L4YS640934	\$ 7,922.70	MMEC640058	\$ 815.40
L4YS641449	\$ 7,922.70	MMEC640677	\$ 1,140.85
L4YS845296	\$ 7,922.70	MMEC646043	\$ 815.40
L4YS850627	\$ 7,922.70	MMEC650475	\$ 815.40
MMEC507975	\$ 815.40	MMEC651645	\$ 815.40
MMEC514602	\$ 887.33	MMEC664042	\$ 815.40
MMEC515782	\$ 815.40	MMEC665364	\$ 1,140.85
MMEC518377	\$ 815.40	MMEC666177	\$ 815.40
MMEC526027	\$ 815.40	MMEC680989	\$ 887.33
MMEC526181	\$ 815.40	MMEC684109	\$ 1,140.85
MMEC528466	\$ 815.40	MMEC690922	\$ 815.40
MMEC531813	\$ 815.40	MMEC703941	\$ 887.33
MMEC538756	\$ 887.33	MMEC707651	\$ 815.40
MMEC539452	\$ 815.40	MMEC717229	\$ 815.40
MMEC541637	\$ 887.33	MMEC722593	\$ 815.40
MMEC554304	\$ 1,140.85	MMEC726358	\$ 815.40
MMEC559848	\$ 887.33	MMEC727169	\$ 1,140.85
MMEC565109	\$ 815.40	MMEC728523	\$ 815.40
MMEC566280	\$ 815.40	MMEC733509	\$ 815.40
MMEC566961	\$ 815.40	MMEC736781	\$ 815.40
MMEC567365	\$ 815.40	MMEC736795	\$ 815.40
MMEC577980	\$ 815.40	MMEC737389	\$ 815.40
MMEC579149	\$ 815.40	MMEC737798	\$ 815.40
MMEC581765	\$ 815.40	MMEC743335	\$ 815.40
MMEC585397	\$ 815.40	MMEC745017	\$ 1,140.85
MMEC588177	\$ 815.40	MMEC746416	\$ 815.40
MMEC588245	\$ 1,140.85	MMEC747203	\$ 815.40
MMEC594449	\$ 815.40	MMEC752381	\$ 1,140.85
MMEC595650	\$ 815.40	MMEC752869	\$ 815.40
MMEC600193	\$ 815.40	MMEC753617	\$ 1,140.85
MMEC601613	\$ 815.40	MMEC766696	\$ 815.40
MMEC606032	\$ 1,140.85	MMEC767746	\$ 815.40
MMEC609162	\$ 815.40	MMEC769389	\$ 815.40
MMEC610020	\$ 815.40	MMEC769400	\$ 815.40
MMEC610646	\$ 1,140.85	MMEC769903	\$ 815.40

AT&T Virtual Private Network(VPN) Access Pricing for Two Year Extension

Circuit ID	Monthly Recurring Charge	Circuit ID	Monthly Recurring Charge
MMEC770029	\$ 815.40	MMEC814452	\$ 815.40
MMEC770697	\$ 815.40	MMEC815047	\$ 815.40
MMEC771552	\$ 815.40	MMEC815688	\$ 815.40
MMEC773387	\$ 815.40	MMEC816289	\$ 815.40
MMEC773575	\$ 815.40	MMEC817041	\$ 815.40
MMEC774030	\$ 815.40	MMEC817435	\$ 815.40
MMEC774728	\$ 815.40	MMEC817969	\$ 815.40
MMEC775600	\$ 815.40	MMEC818227	\$ 1,140.85
MMEC775903	\$ 887.33	MMEC818519	\$ 815.40
MMEC782409	\$ 815.40	MMEC818892	\$ 815.40
MMEC783185	\$ 815.40	MMEC818899	\$ 815.40
MMEC787343	\$ 815.40	MMEC819128	\$ 815.40
MMEC787943	\$ 815.40	MMEC819340	\$ 815.40
MMEC788663	\$ 815.40	MMEC820032	\$ 815.40
MMEC791575	\$ 815.40	MMEC820215	\$ 815.40
MMEC801574	\$ 815.40	MMEC820387	\$ 815.40
MMEC802556	\$ 815.40	MMEC821183	\$ 815.40
MMEC803086	\$ 815.40	MMEC824307	\$ 1,140.85
MMEC803480	\$ 815.40	MMEC825109	\$ 815.40
MMEC804196	\$ 815.40	MMEC825871	\$ 815.40
MMEC804757	\$ 815.40	MMEC827019	\$ 815.40
MMEC804819	\$ 815.40	MMEC828426	\$ 815.40
MMEC806496	\$ 815.40	MMEC829385	\$ 815.40
MMEC806920	\$ 815.40	MMEC832092	\$ 815.40
MMEC808653	\$ 815.40	MMEC832401	\$ 1,140.85
MMEC812243	\$ 815.40	MMEC832789	\$ 815.40
MMEC812464	\$ 815.40	MMEC839699	\$ 887.33
MMEC812811	\$ 815.40	MMEC841221	\$ 1,140.85
MMEC812916	\$ 815.40	MMEC841512	\$ 815.40
MMEC812918	\$ 815.40	MMEC843868	\$ 815.40
MMEC812935	\$ 815.40	MMEC843953	\$ 815.40
MMEC812982	\$ 815.40	MMEC857872	\$ 887.33
MMEC813287	\$ 815.40	MMEC858913	\$ 887.33
MMEC813330	\$ 815.40	MMEC860097	\$ 1,140.85
MMEC813378	\$ 815.40	MMEC860294	\$ 815.40
MMEC813381	\$ 815.40	MMEC862287	\$ 815.40
MMEC813414	\$ 815.40	MMEC864949	\$ 815.40
MMEC813956	\$ 815.40	MMEC881121	\$ 815.40
MMEC814138	\$ 887.33	MMEC881617	\$ 815.40
MMEC814299	\$ 815.40	MMEC881834	\$ 815.40

AT&T Virtual Private Network(VPN) Access Pricing for Two Year Extension

Circuit ID	Monthly Recurring Charge	Circuit ID	Monthly Recurring Charge
MMEC883522	\$ 1,140.85	MMEC919337	\$ 1,140.85
MMEC884698	\$ 815.40	MMEC919631	\$ 815.40
MMEC889713	\$ 887.33	MMEC919804	\$ 1,140.85
MMEC890769	\$ 1,140.85	MMEC919848	\$ 815.40
MMEC893379	\$ 815.40	MMEC919882	\$ 815.40
MMEC895062	\$ 815.40	MMEC921021	\$ 815.40
MMEC898283	\$ 815.40	MMEC921426	\$ 815.40
MMEC900992	\$ 815.40	MMEC921667	\$ 815.40
MMEC902690	\$ 815.40	MMEC923918	\$ 815.40
MMEC903454	\$ 815.40	MMEC924079	\$ 815.40
MMEC906028	\$ 887.33	MMEC924084	\$ 1,140.85
MMEC906052	\$ 815.40	MMEC925115	\$ 815.40
MMEC907129	\$ 815.40	MMEC925318	\$ 815.40
MMEC907246	\$ 815.40	MMEC927580	\$ 815.40
MMEC907864	\$ 815.40	MMEC928118	\$ 815.40
MMEC908024	\$ 815.40	MMEC929240	\$ 1,140.85
MMEC908330	\$ 815.40	MMEC929338	\$ 815.40
MMEC908945	\$ 1,140.85	MMEC930698	\$ 887.33
MMEC909849	\$ 815.40	MMEC930965	\$ 815.40
MMEC911086	\$ 815.40	MMEC931173	\$ 815.40
MMEC911543	\$ 815.40	MMEC931662	\$ 815.40
MMEC911550	\$ 887.33	MMEC933904	\$ 815.40
MMEC911820	\$ 815.40	MMEC934496	\$ 1,140.85
MMEC912733	\$ 815.40	MMEC934772	\$ 815.40
MMEC912955	\$ 815.40	MMEC935138	\$ 815.40
MMEC914021	\$ 815.40	MMEC936924	\$ 815.40
MMEC914024	\$ 815.40	MMEC937064	\$ 815.40
MMEC914264	\$ 887.33	MMEC937367	\$ 815.40
MMEC914360	\$ 815.40	MMEC937377	\$ 815.40
MMEC914862	\$ 815.40	MMEC937485	\$ 1,140.85
MMEC915024	\$ 815.40	MMEC937512	\$ 815.40
MMEC915325	\$ 815.40	MMEC938163	\$ 887.33
MMEC916499	\$ 815.40	MMEC939779	\$ 815.40
MMEC916525	\$ 815.40	MMEC939992	\$ 1,140.85
MMEC916643	\$ 815.40	MMEC941013	\$ 815.40
MMEC917173	\$ 1,140.85	MMEC941823	\$ 1,140.85
MMEC917520	\$ 815.40	MMEC941963	\$ 1,140.85
MMEC917757	\$ 815.40	MMEC942009	\$ 1,140.85
MMEC918574	\$ 815.40	MMEC942103	\$ 815.40
MMEC919246	\$ 815.40	MMEC942697	\$ 815.40

AT&T Virtual Private Network(VPN) Access Pricing for Two Year Extension

Circuit ID	Monthly Recurring Charge	Circuit ID	Monthly Recurring Charge
MMEC942881	\$ 815.40	MMEC962111	\$ 815.40
MMEC943120	\$ 815.40	MMEC962309	\$ 887.33
MMEC943199	\$ 1,140.85	MMEC962343	\$ 815.40
MMEC943642	\$ 815.40	MMEC962381	\$ 815.40
MMEC943863	\$ 815.40	MMEC962596	\$ 1,140.85
MMEC943885	\$ 1,140.85	MMEC962597	\$ 815.40
MMEC944395	\$ 815.40	MMEC962633	\$ 815.40
MMEC944457	\$ 1,140.85	MMEC962808	\$ 815.40
MMEC944482	\$ 1,140.85	MMEC962873	\$ 815.40
MMEC944965	\$ 815.40	MMEC963150	\$ 1,140.85
MMEC945659	\$ 1,140.85	MMEC963547	\$ 815.40
MMEC946070	\$ 1,140.85	MMEC963650	\$ 815.40
MMEC947274	\$ 1,140.85	MMEC963741	\$ 815.40
MMEC948780	\$ 815.40	MMEC963756	\$ 815.40
MMEC950554	\$ 1,140.85	MMEC963916	\$ 887.33
MMEC950827	\$ 815.40	MMEC964217	\$ 815.40
MMEC950879	\$ 815.40	MMEC964231	\$ 815.40
MMEC951038	\$ 1,140.85	MMEC964248	\$ 815.40
MMEC952301	\$ 1,140.85	MMEC965135	\$ 815.40
MMEC954445	\$ 815.40	MMEC965610	\$ 815.40
MMEC957484	\$ 887.33	MMEC965720	\$ 815.40
MMEC957810	\$ 815.40	MMEC965914	\$ 815.40
MMEC957836	\$ 815.40	MMEC966253	\$ 815.40
MMEC957856	\$ 815.40	MMEC966428	\$ 887.33
MMEC958284	\$ 815.40	MMEC966501	\$ 1,140.85
MMEC958533	\$ 1,140.85	MMEC966552	\$ 815.40
MMEC958745	\$ 1,140.85	MMEC966675	\$ 1,140.85
MMEC958922	\$ 1,140.85	MMEC967232	\$ 887.33
MMEC959245	\$ 1,140.85	MMEC967520	\$ 815.40
MMEC959488	\$ 815.40	MMEC968865	\$ 815.40
MMEC960099	\$ 815.40	MMEC969395	\$ 815.40
MMEC960386	\$ 815.40	MMEC969522	\$ 815.40
MMEC960439	\$ 815.40	MMEC970177	\$ 815.40
MMEC960500	\$ 815.40	MMEC970302	\$ 815.40
MMEC961098	\$ 815.40	MMEC970377	\$ 815.40
MMEC961104	\$ 1,140.85	MMEC971160	\$ 815.40
MMEC961295	\$ 815.40	MMEC971377	\$ 887.33
MMEC961314	\$ 1,140.85	MMEC971452	\$ 815.40
MMEC961876	\$ 887.33	MMEC971538	\$ 1,140.85
MMEC962008	\$ 887.33	MMEC971629	\$ 815.40

AT&T Virtual Private Network(VPN) Access Pricing for Two Year Extension

Circuit ID	Monthly Recurring Charge	Circuit ID	Monthly Recurring Charge
MMEC971666	\$ 815.40	MMEC979322	\$ 815.40
MMEC971681	\$ 815.40	MMEC979409	\$ 815.40
MMEC972611	\$ 815.40	MMEC979449	\$ 815.40
MMEC972730	\$ 815.40	MMEC979468	\$ 815.40
MMEC972837	\$ 815.40	MMEC979555	\$ 815.40
MMEC972970	\$ 815.40	MMEC980824	\$ 815.40
MMEC972978	\$ 815.40	MMEC981863	\$ 815.40
MMEC973917	\$ 887.33	MMEC983227	\$ 815.40
MMEC973936	\$ 815.40	MMEC983355	\$ 815.40
MMEC974715	\$ 815.40	MMEC983954	\$ 815.40
MMEC975035	\$ 815.40	MMEC984266	\$ 887.33
MMEC975140	\$ 815.40	MMEC985760	\$ 815.40
MMEC975172	\$ 815.40	MMEC987327	\$ 815.40
MMEC975312	\$ 815.40	MMEC988540	\$ 815.40
MMEC975409	\$ 815.40	MMEC988995	\$ 815.40
MMEC975499	\$ 815.40	MMEC989065	\$ 815.40
MMEC975519	\$ 1,140.85	MMEC989845	\$ 815.40
MMEC975880	\$ 815.40	MMEC989928	\$ 815.40
MMEC976085	\$ 815.40	MMEC990122	\$ 815.40
MMEC976388	\$ 1,140.85	MMEC990472	\$ 815.40
MMEC976433	\$ 1,426.06	MMEC990792	\$ 815.40
MMEC976489	\$ 815.40	MMEC990896	\$ 887.33
MMEC976859	\$ 815.40	MMEC992007	\$ 887.33
MMEC977043	\$ 815.40	MMEC994114	\$ 887.33
MMEC977152	\$ 815.40	MMEC994122	\$ 815.40
MMEC977214	\$ 815.40	MMEC994235	\$ 815.40
MMEC977287	\$ 1,140.85	MMEC994715	\$ 815.40
MMEC977423	\$ 815.40	MMEC995828	\$ 887.33
MMEC977665	\$ 815.40	MMEC995946	\$ 815.40
MMEC977966	\$ 815.40	MMEC996068	\$ 815.40
MMEC978367	\$ 815.40	MMEC996747	\$ 815.40
MMEC978520	\$ 815.40	MMEJ787578	\$ 815.40
MMEC978543	\$ 815.40	MMEJ976660	\$ 815.40
MMEC978726	\$ 815.40		

AT&T Virtual Private Network(VPN) Port and Feature Discounts Two Year Extension

- AT&T Virtual Private Network. The following discount changes pertain to CN 17 AT&T VPN Service Rates Section 3.1.2.

Discount Type		Discount
VPN Transport		
	Connection Monthly Charge	
	MPLS Port - 20M	10.00%
	MPLS Port - 50M	10.00%
	MPLS Port - 100M	10.00%
	MPLS Port - 250M	10.00%
	MPLS Port - 500M	10.00%
	MPLS Port - 10G	10.00%



**Change Order
AT&T Network Integration Services
Licensed Space**

SOM Agreement No, 071B5500011- AT&T MA Reference No. 149943UA
AT&T Network Integration Tracking ID:371506-1
Document Version #: v1 Date: 10/01/2024

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity 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: 608 W. Allegan St. City: Lansing State: MI Zip Code: 48933	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com	Address: 221 N. Washington Square City: Lansing State / Province: MI Country: USA Domestic / Intl / Zip Code: 48933 Email: dg1595@att.com Telephone: 517-488-8301
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Meghan Penny Title: Manager Street Address: 525 W. Allegan St. City: Lansing State: MI Zip Code: 48933 Telephone: 517-282-1272 Email: pennym2@michigan.gov		Name: Meredith Lay Address: 3033 Chain Bridge Rd City: Oakton State / Province: VA Country: USA Domestic / Intl / Zip Code: 22124 Telephone: 703-501-6327 Email: meredith.lay@att.com
CUSTOMER Billing Address		
Street Address: 608 W. Allegan St. City: Lansing State: MI Zip Code: 48933		

Upon mutual execution hereof, this Change Order for AT&T Network Integration Services ("Change Order") becomes part of the GBS371506 NI Pricing Schedule executed 10/27/2023 ("NI Pricing Schedule"). This Change Order is effective and incorporated into and made part of the Master Agreement referenced above once signed by Customer and AT&T ("Effective Date").

To the extent any terms set forth in this Change Order conflict with those of the NI Pricing Schedule or those of a previous Change Order, the order of priority shall be with respect to the AT&T Network Integration Services provided hereunder: (1) this Change Order; (2) previous Change Order(s) in descending execution date order; (3) Exhibit 1, Order; (4) the NI Pricing Schedule; and (5) the Master Agreement.

AT&T reserves the right to withdraw this Change Order and/or modify the prices and any other terms and conditions herein, if the Change Order is not signed by Customer and AT&T by 10/18/2024

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

AT&T UID:ML7791



**Change Order
AT&T Network Integration Services
Licensed Space**

CHANGE ORDER

Type of Request:	Contract Renewal. Beginning 11/01/2024
Initiator (Company):	AT&T
Change Request Received by:	Meredith Lay
Price Impact:	See Pricing Schedule Below
AT&T Additional Resources Required:	N/A

Task Description: Customer requests a 24-month contract renewal for Equinix Colocation Services. All other terms and conditions remain unchanged.

Pricing and Fees: Monthly Recurring Charges- 24 Months

Description	Qty	UoM	MRC
Secure Cabinet With kVA Based Power	1	Each	\$5,890.67
Cross Connect - Campus - Primary	1	Each	Included
Cross Connect - Campus - Primary	1	Each	Included
Equinix Fabric Port	1	Each	Included
Equinix Fabric Port	1	Each	Included
Equinix Fabric Virtual Connection Product	1	Each	Included
Equinix Fabric Virtual Connection Product	1	Each	Included
Configurable Accessories- Patch Panel	1	Each	Included
Configurable Accessories- Patch Panel	1	Each	Included
Year 1 Total			\$5890.67
Year 2 Total -3% Annual Increase			\$6067.39

Optional Network Edge Firewall Pricing

Description	Qty	UoM	MRC
Network Edge Instance - Check Point - FIREWALL CHPK-FW - Metro: DC - Primary	1	Each	\$2,320.00
Network Edge Instance - Check Point - FIREWALL CHPK-FW - Metro: DC - Secondary	1	Each	\$2,407.00
Year 1 Total			\$4,727.00
Year 2 Total -3% Annual Increase			\$4,873.00

Subsequent Order Pricing

- (i) Customer may place order(s) for additional Service Components listed in the Schedule of Charges (“SOC”). The rates listed in the SOC on the date of order apply. Charges and Fees for Service Components listed in the SOC are subject to the Annual Pricing Increase (“API”).

Schedule of Charges	https://att.com/dcs-soc
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**Change Order
AT&T Network Integration Services
Licensed Space**

- (ii) Rates in the SOC are not stabilized and may be modified by AT&T by updating the SOC. Changes to the Rates in the SOC apply to orders placed after the SOC is modified and do not modify the rates applicable to Orders placed prior to the change to the SOC.
- (iii) The Change Control Process applies to orders for additional Service Components not listed in the SOC.
- (iv) This Change Order SOC link replaces all previous Lifecycle rate tables.

Product List:

IBX: DC10

Address: 21551 Beaumeade Circle, Ashburn, VA, 20147, United States

Section C: Product/Element Changes			
Product Code	Product Description	Qty	UoM
SPC00006	Secure Cabinet With kVA Based Power	1	Each
POW00001	AC Power	10	kVA
CAG00001	Cage - 2 Cabinets - 10 kVA - Liquid Cooling - No	10	kVA
CC00001	Cross Connect - Campus - Primary	1	Each
CC00001	Network Cable Connection - Single-Mode Fiber - Location : NA - Campus - Z-side IBX- DC10	1	Each
CC00001	Cross Connect - Campus - Primary	1	Each
CC00001	Network Cable Connection - Single-Mode Fiber - Location : NA - Campus - Z-side IBX- DC10	1	Each
ECX00001	Equinix Fabric Port	1	Each
ECX00001	Equinix Fabric Port	1	Each
ECX00015	Equinix Fabric Virtual Connection Product	1	Each
ECX00015	Equinix Fabric Virtual Connection - DC - DC - 500 Mbps - AWS Direct Connect	1	Each
ECX00015	Equinix Fabric Virtual Connection Product	1	Each
ECX00015	Equinix Fabric Virtual Connection - DC - DC - 500 Mbps - AWS Direct Connect	1	Each

IBX: DC10

Address: 21551 Beaumeade Circle, Ashburn, VA, 20147, United States

Section D: Continuing Services			
Product Code	Product Description	Qty	UoM
PS00004	Configurable Accessories	1	Each
CC00001	Patch Panel	1	Each
PS00004	Configurable Accessories	1	Each
CC00001	Patch Panel	1	Each

Other information related to Change:

All terms and conditions not modified by this Change Order remain unchanged and in full force and effect.



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 17
 to
 Contract Number 071B5500011

CONTRACTOR	AT & T SERVICES INC	STATE	Program Manager	Meghan Penny	DTMB
	221 N. Washington Square		(517) 282-1272		
	Lansing, MI 48933		PennyM2@michigan.gov		
	Deborah Guenther		Contract Administrator	Lauren Stempek	DTMB
	517-488-8301		(517) 243-4008		
	dg1595@att.com		stempekl@michigan.gov		
CV0062699					

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2024
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

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 13, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$150,338,672.54	\$0.00	\$150,338,672.54		

DESCRIPTION

Effective 10/26/2023, the Equinix Co-Lo, AVPN Services Pricing Addendum, and Network Sourcing Pricing Schedule for Custom Services are hereby incorporated per the attached Statements of Work. Existing funds are adequate at this time to cover these services as it results in an overall cost reduction. Projected cost of the services are roughly \$189,000.00 monthly, resulting in a monthly savings of \$107,680.23.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.

Executive Summary

The Platform Equinix solution helps customers in their digital acceleration into the cloud. Bridging connectivity to leading cloud service providers (CSP) and customers private MPLS and or public connectivity. The Equinix Fabric is an advanced software-defined interconnection solution that enables customer to connect to distributed infrastructure and digital ecosystems directly, securely, and dynamically on platform Equinix through a single port. Equinix Fabric is offered through the Equinix Fabric web portal and REST APIs. Equinix Fabric allows customers to connect digital and physical infrastructure in real-time between 50+ global metros and thousands of providers, customers, and partners.

This service will replace the current NetBond gateway supporting CSP connectivity. The migration to the Equinix platform will allow for improved cost efficiencies and scalability.

Timeline

The estimated time for the Equinix platform is April/May 2023. Once the platform is ready, then the SoM can begin to sequentially move the CSP connectivity. The duration of these migrations is dependent upon change window options (weekday and/or weekend), as well as the allowable level of risk. AT&T is equipped to support all migrations from NetBond to Equinix within two weekends should that be accepted by the SoM.

Financials

The matrix below reflects the current design and future maximum supported bandwidths.

Equinix based on Current Proposal - 10G per router		MRC	NRC
Colocation space, Connection to CSPs, Equipment	\$	51,483.31	\$ 28,000.00
Cost Reduction to AT&T VPN 10G Connections	\$	(15,374.08)	
Totals	\$	36,109.23	\$ 28,000.00
NetBond based on Current Proposal	\$	42,000.00	
Monthly Savings - Equinix Platform	\$	5,890.77	
Equinix based on utilizing maximum capacity - 80G per router		MRC	NRC
Additional Transport and Fabric Connections	\$	45,210.54	\$ 24,000.00
Equinix Updated Totals	\$	81,319.77	\$ 52,000.00
NetBond based on 80G Connectivity	\$	189,000.00	
Monthly Savings - Equinix Platform	\$	107,680.23	

EQUINIX COLO
AT&T NETWORK INTEGRATION SERVICES
PRICING SCHEDULE
LICENSED SPACE, SERVICES & FABRIC

Customer	AT&T
STATE OF MICHIGAN Department of Technology, Management, and Budget Street Address: 608 W. Allegan St. City: Lansing State: MI Zip Code: 48933	AT&T Corp
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Meghan Penny Title: Manager Street Address: 525 W Allegan St. City: Lansing State: MI Zip Code: 48993 Telephone: 517-282-1272 Email: PennyM2@Michigan.Gov	Name: Deborah Guenther Street Address: 221 N. Washington Square City: Lansing State: MI Zip Code: 48933 Telephone: Email: <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
Customer Billing Address	AT&T Branch Sales Contact
Street Address: 525 W. Allegan St City: Lansing State: MI Zip Code: 48933	Name: Deborah Guenther Street Address: 221 N Washington Square City: Lansing State: MI Zip Code: 48933 Telephone: 517-488-8301 Email: dg1595@att.com Sales/Branch Manager: Brian Troup SCVP Name: Mary Ann A Argy
AT&T NI Contact Information	
Name: Pete Moynahan Street Address: 2180 Lake Boulevard City: Atlanta State: GA Zip Code: 30319 Telephone: 404.242.2042 Email: pm318k@att.com	

- 1) This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above, which is referred to as Contract No. 071B5500011 by the State of Michigan (the "Agreement").
- 2) Documents attached to this Pricing Schedule:
 - Exhibit 1: Order for Licensed Space
- 3) This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any changes made to this document renders the Pricing Schedule null and void.

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1. PROVISION OF LICENSED SPACE AND SERVICES. AT&T will provide Licensed Space (defined below) and Services as detailed herein.

2. FEES AND CHARGES

Fees and Charges will accrue from the Billing Commencement Date and Customer will be liable for Fees and Charges for the full term specified in each Order, unless terminated earlier in accordance with the terms of the Agreement. AT&T will invoice monthly in advance for all recurring Charges and in arrears for usage-based and any non-recurring Fees. Fees and Charges will be as specified in the Order(s) and are exclusive of applicable taxes, which shall be Customer's responsibility.

3. ACCESS TO AND USE OF THE LICENSED SPACE

3.1. Customer will not have access to the Licensed Space, and Customer's employees will be restricted from gaining access to the Licensed Space. Customer will be responsible to pay for any optional services specifically authorized in writing by Customer on a per hour professional services basis, per the Pricing for Lifecycle Services table in Exhibit 1, section 6.3 - Subsequent Order Pricing or, as applicable, any change order or amendment process set forth in the Agreement.

3.2. This Pricing Schedule is not intended to and does not constitute a lease of any real or personal property or a grant of any other real property or a grant of any other real property interest.

4. INDEMNIFICATION

As provided in the Agreement:

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, AT&T will indemnify, defend and hold harmless the State from liability, losses, 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 (i) 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 AT&T or any of its subcontractors, or by anyone else for whose acts any of them may be liable, (ii) 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) of the Agreement AT&T shall not be liable to the State for any consequential damages arising out of claims brought by third parties in connection with section of the Agreement.

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 AT&T 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 AT&T 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 INFRINGEMENT REMEDIES

(a) The remedies set forth in Section 2.144 of the Agreement are in addition to, and not in lieu of, all other remedies that may be available to the State under the Agreement or otherwise, including the State's right to be indemnified for such actions. (b) 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 AT&T thereunder infringes any properly registered United States patent, copyright or trademark, AT&T must, at AT&T's sole cost and expense: (i) procure for the State the right to continue to use the Services or component thereof in all material respects in the manner contemplated by the Agreement; or (ii) modify or replace 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. (c) If neither of the foregoing is possible, notwithstanding AT&T's reasonable and diligent efforts, then AT&T may direct the State to cease any use of any Services that have been enjoined or finally adjudicated as infringing, provided that AT&T will: (i) 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 the Agreement, and ; (ii) use best efforts to, at its sole cost and expense, to secure the right for

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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. (d) If AT&T 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 the Agreement, the State may terminate this Pricing Schedule for cause under Section 2.152 of the Agreement (e) AT&T will have no liability for any claim of infringement arising solely from: (i) AT&T's compliance with any designs, specifications, or instructions of the State; (ii) 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 AT&T or combinations of the any of the Services with any service or products not provided by AT&T (iii) Content provided by the State, its Affiliates or a user in connection with the Services provided by AT&T hereunder; or (iv) Use of any of the Services provided by AT&T hereunder, in violation of the Agreement unless the claim arose against the Services independently of any of the above specified actions

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

AT&T'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 Agreement, with respect to any claims based on facts or conditions that occurred before expiration or cancellation. Notwithstanding the foregoing, AT&T'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 AT&T 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 AT&T, promptly in writing when the State decides to seek indemnification from AT&T; however, failure to do so will not relieve AT&T of its responsibilities under the Agreement, except to the extent that AT&T is materially prejudiced. AT&T must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State will allow AT&T 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; (i) participate in the defense of the proceeding; (ii) employ its own counsel; and to (iii) retain control of the defense if the State deems necessary. AT&T 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 AT&T), 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 AT&T 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 the Agreement, 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.

4.1. Customer employees will not cause physical damage to the Licensed Space or any tangible property located thereon... AT&T will indemnify, defend and hold harmless Customer from any and all liability, loss, damages, costs and expenses (including reasonable attorneys' fees and expenses) for claims brought by third parties for personal injury or damage to tangible property resulting from the gross negligence or willful misconduct of AT&T.

4.2. The Agreement will govern as to the indemnification and third-party claim resolution process.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1. AT&T shall provide the Services in a professional and workmanlike manner and the Licensed Space shall be provided on an "as-is" basis, subject to any warranty or Service obligations set forth herein or under the Agreement.

In accordance with the terms of the Agreement:

A. 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 THE AGREEMENT, 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

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OTHER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED, DURING ANY TWELVE-MONTH PERIOD, TO PROVEN DIRECT DAMAGES EQUAL TO THE GREATER OF: (i) \$15,000,000.00; OR (ii) THE TOTAL AMOUNT OF FEES PAID TO AT&T DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION SHALL NOT APPLY TO: (i) THE CUSTOMER'S FAILURE TO PAY FEES DUE AND OWING HEREUNDER; (ii) AT&T'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; 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.

B. FOR PURPOSES OF THE AGREEMENT, THE CUSTOMER'S DIRECT DAMAGES SHALL INCLUDE AND LIMITATIONS IN SUBSECTION (A) SHALL NOT BE DEEMED TO PRECLUDE REASONABLE COSTS AND EXPENSES INCURRED BY THE CUSTOMER TO PROCURE REPLACEMENT SERVICES OR CORRECTED SERVICES FROM AN ALTERNATIVE SOURCE, IN AN AMOUNT EQUAL TO THE DIFFERENCE BETWEEN THE PRICE OF THE SERVICE SET FORTH IN THE AGREEMENT AND THE PRICE OF ANY SUBSTITUTE SERVICE, TO THE EXTENT THAT THE PRICE OF THE SUBSTITUTE SERVICE IS BASED ON A COMMERCIALY PREVAILING MARKET RATES.

DISCLAIMER OF LIABILITY. AT&T 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, (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6. RESERVED

7. TERM, TERMINATION AND SUSPENSION

7.1. This Pricing Schedule will commence on the Effective Date and, unless terminated earlier in accordance with the terms of the Agreement, will terminate on the date the last Order hereunder expires or is terminated.

7.2. After notice and cure periods specified below, AT&T may suspend the use of Licensed Space and/or provision of the Services if (i) Customer or Customer's Equipment interferes with the operation or maintenance of the Licensed Space or with one or more other customers' use thereof, and within a reasonable time, not to exceed four hours (or such shorter time if necessary in the event of an emergency which threatens the life or physical safety of persons in the Licensed Space) after being notified by email or phone, Customer fails to (a) cease such interference; (b) provide a plan acceptable to AT&T to cease such interference; or (c) authorize AT&T to take action to cease such interference (billed at Smart Hands rates); or (ii) in AT&T's reasonable judgment Customer or Customer's Equipment has the potential to interfere with AT&T's or the Data Center owner's operation or maintenance of the Licensed Space or with one or more of its other customers' use thereof, and within a reasonable time, not to exceed 48 hours after being notified by e-mail or phone, Customer fails to (1) resolve such potential interference; (2) provide a plan acceptable to AT&T to resolve such potential interference; or (3) authorize AT&T to take action to resolve such potential interference (billed at Smart Hands rates). If AT&T suspends the use of Licensed Space and Services pursuant to this Section 7.2., unless AT&T has subsequently terminated this Pricing Schedule as permitted hereunder, AT&T will reinstate use of Licensed Space and resume the discontinued Services as soon as reasonably practical after it is reasonably satisfied that Customer has cured the breach(es) which gave rise to the suspension; and AT&T may charge a reinstatement fee. Further, AT&T may terminate this Pricing Schedule if Customer's breach referred to above continues for at least 5 days or occurs more than 3 times in any 12-month period.

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Minimum Payment Period, Term and Termination

A. AT&T will provide the Licensed Space and Services for the fees and charges identified in this Order for a term starting from the Billing Commencement Date of the Licensed Space and Services up to the expiration of any Minimum Payment Period(s) ("MPP") as defined herein, ("Initial Term"). Customer is required to purchase the Licensed Space and Services for a Minimum Payment Period of twelve (12) months.

B. If Customer provides written notice of Customer's desire to extend the Initial Term of the Licensed Space and Services for an additional 12-month Minimum Payment Period at least 120 days prior to the expiration of the Initial Term, then AT&T will negotiate with Customer in good faith with regard to such extension, it being understood by both parties that an amendment to extend the term of the Agreement and/or a new agreement with respect to the Licensed Space and Services may be necessary in order to do so. Unless the parties come to a different written contractual agreement at least 91 days prior to the end of the Initial Term, the Licensed Space and Services provided under this Pricing Schedule will end upon the expiration of the Initial Term.

8. REMOVAL OF CUSTOMER'S PROPERTY

8.1. Customer will remove all of Customer's Equipment and/or Customer Owned Materials on or before the expiry or termination of the applicable Order. Unless AT&T otherwise agrees in writing, failure to remove Customer's Equipment within 15 days from the termination of the applicable Order, or within 30 days if the Order is terminated due to AT&T's material breach, will constitute abandonment of Customer's Equipment as that term is defined under the laws of the jurisdiction where the abandoned property is located and AT&T will be entitled to pursue all available legal remedies, including without limitation and at Customer's risk and expense: (i) immediately removing Customer's Equipment and storing it at Customer's expense at an on-site or off-site location; (ii) shipping it to Customer; or (iii) upon 20 days' prior written notice to Customer, liquidating it, and retaining the proceeds.

8.2. Subject to Section 7.1., while Customer has no right to use the Licensed Space or Services after an Order expires or terminates; if AT&T permits Customer to do so in its sole discretion, Customer will remain bound by the terms of the Order and this Pricing Schedule, including, without limitation, all payment obligations, and such continued use may be terminated by AT&T immediately upon notice.

9. Reserved

10. DEFINITIONS

Accompanying Person: Each person (other than an employee of AT&T) accompanied by an Authorized Person while at the Licensed Space.

Associated Entity: Means (i) each individual, company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with Customer, Authorized Persons or Accompanying Persons, (ii) any of Customer's end users.

Authorized Person: Each person included on the most recent list of Authorized Persons given to AT&T by Customer in accordance with AT&T's then-current form and procedures, who may be authorized by Customer to, for example, access a Licensed Space, place Orders or act as Customer's shipping contact.

Billing Commencement Date: For Licensed Space and Services, the date designated in the Order as the Billing Commencement Date or if there is no date designated in the Order, then the date on which the Licensed Space is provided or the Services are delivered (Billing Commencement Date).

Cross-Connect: A physical or wireless interconnection within a Licensed Space that (i) exits Customer's Licensed Space or (ii) connects Customer to another AT&T customer.

Customer Equipment: All network, computer and other equipment provided, owned or controlled by Customer, its Affiliates, Authorized Persons, Accompanying Persons (including wiring and connections between such equipment and Customer's demarcation equipment) excluding Cross-Connects or AT&T's demarcation equipment.

Fees: Charges and fees for Licensed Space and Services charged to Customer by AT&T, exclusive of Taxes.

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Licensed Space: The areas which are licensed by Customer, and are made available to Customer to use, in each case hereunder and the Orders, and as identified in the Orders as to the amount of space or cabinets. For each Licensed Space, AT&T will determine at all times the exact location where the Licensed Space will be located, and AT&T will notify Customer accordingly.

Order: An order for Licensed Space or Services prepared by AT&T, or an amendment thereto that is incorporated into this Pricing Schedule by reference which describes the Licensed Space and/or Services. Orders are not valid until signed by both Parties. AT&T is under no obligation to accept an Order but shall provide a written response accepting or rejecting an Order as soon as reasonably possible.

Policies: The procedures, rules, regulations, security practices and policies for the Licensed Space, as amended from time to time.

Services: All services provided by AT&T under an Order pursuant hereto.

Smart Hands: AT&T's onsite technical assistance which may include following Customer's express instructions relating to remote management, installation or troubleshooting of Customer's Equipment or any other assistance agreed to by AT&T in an Order.

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AT&T NETWORK INTEGRATION SERVICES PRICING SCHEDULE LICENSED SPACE, SERVICES & FABRIC

EXHIBIT 1: ORDER FOR LICENSED SPACE

This Order for Licensed Space between AT&T Corp. (AT&T) and State of Michigan (Customer) is attached to the Pricing Schedule and made a part thereof upon execution. AT&T reserves the right to withdraw the Order or modify the prices and any other terms and conditions, including, but not limited to, any section of the Pricing Schedule (i) if the Pricing Schedule/Order is not signed by Customer and AT&T by November 1, 2023 and/or (ii) the engagement does not commence within 30 calendar days of the Effective Date.

1. INTRODUCTION

AT&T will provide co-location private suite/cage data center space according to the specifications as further detailed in this Order (Licensed Space) at the following address in the data center building: DC10 (hereinafter, Data Center Building). Cage and Cabinet Layout is described in Appendix C (attached).

2. INITIAL TERM

AT&T will provide the Licensed Space for the Fees and Charges identified below from the Billing Commencement Date for Licensed Space for a term that is coterminous with the Agreement.

3. AT&T RESPONSIBILITIES

AT&T will be responsible for executing the following activities. Activities not expressly included in this Order are outside the scope.

3.1. AT&T Client Executive (CX). In support of the Licensed Space, AT&T will:

- Assign a CX to interface directly with Customer Project Manager and serve as the primary interface to Customer organization.
- Conduct a formal kick-off meeting.
- Participate and provide status and planning meetings as mutually agreed.
- Develop and maintain the contact list, communication plan, and track and monitor prioritized action items and issues lists, as needed.
- Provide Customer expected completion dates for infrastructure deployment or addition of cross connects, rack/cabinet, space or power.
- Submit Service Requests, via tickets into the portal, on behalf of Customer for:
 - Notification of incoming shipments, based on shipment information provided by Customer
 - Smart Hands requests
 - Cross connect requests
 - Use of conference room
 - Temporary and permanent Data Center Building access
 - Updates to permanent Data Center Building access list
- Support Customer with billing inquiries.
- Shall provide Services during normal in-region business hours, which are Monday through Friday, 8:00am-6:00pm at the Site location. During non-business hours, Customer will contact the AT&T provider's Help Desk directly.
- Communicate with Customer will be via email, phone, conference call or webinar.
- Develop action plans to resolve Customer's colocation service issues rapidly.
- During outages that require onsite support:
 - The CX will monitor the status of the outage and communicate with the AT&T provider's Help Desk during normal business hours to obtain Customer updates until resolved.
 - During non-business hours, Customer will contact the AT&T provider's Help Desk directly.
- Provide RFO/RCA summary (Reason For Outage/Root Cause Analysis).

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AT&T NETWORK INTEGRATION SERVICES PRICING SCHEDULE LICENSED SPACE, SERVICES & FABRIC

EXHIBIT 1: ORDER FOR LICENSED SPACE

4. CUSTOMER RESPONSIBILITIES

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

- Assigning a single point of contact (SPOC) as the Customer's project manager for the AT&T CX to work with during the engagement.
- Determining the amount of Licensed Space and Power needed as well as the design of any cage build out.
- Installation, configuration, management and maintenance of the Customer Equipment that will be located in the Licensed Space are solely the responsibility of Customer.
- Coordinating appropriate personnel for conference calls, interviews or to provide information as reasonably requested and applicable by AT&T.
- Participating in meetings and arrange for other relevant business unit personnel to be reasonably available for such meetings.
- Reviewing and providing information to assist in completing activities in a timely manner.
- Keeping AT&T informed of any information or changes which may affect AT&T's performance or require a change request in the scope.

5. PROJECT GOVERNANCE

5.1. Reserved

5.2. Telecommunications

Customer may use any telecommunications provider it chooses to provide WAN and/or LAN services at the Licensed Space, provided however, the charges associated with connecting that capability to Customer's License Space will vary based upon Customer handoff required. Customer will be responsible for any and all inter-cabinet cabling.

5.3. Contacts

	State of Michigan PM	AT&T Client Executive
Name	TBD	TBD
Title		
Phone		
Email		

6. CHARGES

Customer shall be responsible to pay Non-Recurring Charges (NRC) and Monthly Recurring Charges (MRC) detailed below.

6.1. Initial Pricing

AT&T shall commence invoicing for the Services and/or materials on the Billing Commencement Date. If Customer orders additional Cross Connects, Smart Hands, or miscellaneous materials AT&T shall invoice for same upon delivery.

6.1.1 . Annual Pricing Increase. The Charges for all Licensed Space and Services ordered hereunder will automatically increase at a rate of three percent (3%) annually from the Effective Date (the "Annual Pricing Increase"). All Services purchased by the Customer (including subsequent orders of new Services) shall be subject to the Annual Pricing Increase. For avoidance of doubt, the 3% increase is included in the MRC Year 2 column shown below in Space and Power table 6.2.1.

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AT&T NETWORK INTEGRATION SERVICES PRICING SCHEDULE LICENSED SPACE, SERVICES & FABRIC

EXHIBIT 1: ORDER FOR LICENSED SPACE

6.1.2 . Power Supply Increase. Notwithstanding Section 6.1.1, in the event AT&T's direct electrical supply costs for AT&T's subcontractor, Equinix, increase, AT&T will increase such Charges by the same percentage amount and provide evidence to support the amount of such increase. AT&T will use commercially reasonable efforts to provide at least thirty (30) days' prior written notice of any such increase. .

6.1.3 . Billing Commencement Date. AT&T shall commence invoicing MRC listed below on the Billing Commencement Date. For the avoidance of doubt, AT&T shall commence billing on the Billing Commencement Date even if the cage/cabinet build out has not commenced or been completed.

6.2 Non-Recurring and Monthly Recurring Charges

6.2.1 Space and Power

Term:	12 Month Term, 12 month renewal, 90 day notice				
DC:	DC10 - 21551 Beaumeade Circle, Ashburn, VA 20147, United States				
Product	Qty	UoM	NRC	MRC Year 1	MRC Year 2
(Two) 2 Secure Cabinets installed w/ kVA Base Power					
(Two) 2 Cabinet Equivalent Maximum Power Draw - (10)kVA	2	No of CabE	\$ 20,000.00	\$ 5,215.00	\$ 5,368.00
AC Power - (10)kVA	10	kVA	Included	Included	Included
208V 30amp Circuit Primary & Redundant	2	Pair	Included	Included	Included
Cross Connect Single Mode Fiber	2	Each	Included	Included	Included
Equinix Fabric Port - 10G	2	Each	Included	Included	Included
Sub Total			\$ 20,000.00	\$ 5,215.00	\$ 5,368.00

NOTE: All Cross Connects, Ports, Virtual Connections and Smart Hands can be ordered after the initial order at anytime, pricing will be at then-current rates.

6.2.2 Network Edge Firewall Charges

IBX: DC21						
Address: 22175 Beaumeade Circle, Ashburn, VA, 20147, United States						
Product Code	Product Description	Qty	UoM	NRC	YR 1 MRC	YR 2 MRC
NEDG00001	Network Edge Instance - Check Point - FIREWALL CHPK-FW - Metro: DC - Primary	1	Each		\$2,250.00	\$2,335.00
EDG00001	Edge Instance	1	Each		0.00	0.00
EDG00002	Virtual ECX Fabric Port	1	Each		0.00	0.00
EDG00003	Edge Instance – IP Addressing	1	Each		0.00	0.00
EDG00004	Edge Instance – Minimum Bandwidth - Bandwidth (Mbps) 15	1	Each		0.00	0.00
NEDG00001	Network Edge Instance - Check Point - FIREWALL CHPK-FW - Metro: DC - Secondary	1	Each		\$2,250.00	\$2,335.00
EDG00001	Edge Instance	1	Each		0.00	0.00

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EDG00002	Virtual ECX Fabric Port	1	Each		0.00	0.00
EDG00003	Edge Instance – IP Addressing	1	Each		0.00	0.00
EDG00004	Edge Instance – Minimum Bandwidth - Bandwidth (Mbps) 15	1	Each		0.00	0.00
	Required 2x 10G Remote Ports	2		\$2,155.00	\$500.00	\$500.00
					\$4,310.00	
	Required 2x 10G Local VC (Virtual Local Connection)	2		\$620.00	\$1,240.00	\$1,240.00
				TOTALS NRC	\$4,310.00	
				TOTALS MRC		\$6,240.00
						\$6,410.00

6.3. Subsequent Order Pricing

- a. **Subsequent Orders/New Services.** Should Customer order new services, Customer shall notify AT&T's CX and Engagement Manager in writing of such new service order within five (5) days of the order. Upon receipt, AT&T will
- (a) acknowledge Customer's written notification via email with a New Service Summary; and
 - (b) invoice the Customer for the new services ordered.

The New Service Summary shall include (i) the type of service(s) ordered, (ii) the term of the applicable new service(s); and (iii) the Charges for the applicable new service(s) order.

** Note that Smart Hands can be expedited at Customer's request, subject to an additional expedite fee.

Assumptions:

- Term: 12 months
- Prices quoted do not include any applicable taxes or surcharges or shipping charges which are the responsibility of the Customer.
- Additional power circuit charges will be a function of the Customer's specific configuration and time of orders; this quotation cites both non-recurring and monthly recurring charges for circuit types specified by the Customer. The electrical power provided to the Premises, as specified in this Proposal as "Basic Capacity", is included in the total Base License Fees set forth herein.
- Power usage will be billed each month, where applicable.
- Services will be billed each month in advance in local currency unless agreed otherwise.
- The AT&T Client Executive will be available 8am to 5pm pacific standard time for the first three months of the build out only.

Definitions:

Rack — The Rack in the Data Center in which the Services are delivered by AT&T.

The cage "Cage" will refer to the locking cabinets that are licensed by Customer.

NRC — Non-Recurring Charges. Certain Services bear a one-time charge, usually billed upon installation, set-up.

MRC — Monthly Recurring Charges. Certain Services bear a monthly recurring charge, billed in advance.

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AT&T NETWORK INTEGRATION SERVICES PRICING SCHEDULE LICENSED SPACE, SERVICES & FABRIC

EXHIBIT 1: ORDER FOR LICENSED SPACE

6.4. Power Limitations

For the purposes of this Order, the Power Capacity MRC (Power MRC) is subject to the following: Customer may not draw more than the kVA amount set out in the tables in Section 6. above (Power Cap). In the event the power draw exceeds the Power Cap, AT&T may provide written notification to Customer and/or require Customer to reduce the power draw to the Power Cap within 72 hours. If Customer does not resolve the situation with a mutually agreeable plan, AT&T may suspend Customer's power until the power draw is equal to or less than the Power Cap. Alternatively, the Parties may agree to amend the Order to increase the Power Cap. Notwithstanding anything to the contrary stated above, in the event Customer's Power Capacity requirements increase, Customer agrees to execute a Change Order for the applicable increase in Power MRC based on Customer's actual power usage.

6.5. Additional Pricing Terms and Conditions

6.5.1. Defined Scope. Pricing is based on the information in this Order. Any additional Licensed Space and Services ordered by Customer on a subsequent order shall be subject to the then current rate for such Licensed Space and Services. The amount of Licensed Space and Power provided hereunder is based on information provided by Customer to AT&T. Any additions or changes to this Order will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.

6.5.2. Invoicing. AT&T will invoice the Fees and Charges as defined herein on a monthly basis and will cover the MRC and NRC (which includes any Services provided, the Licensed Space and associated power).

7. COVERAGE HOURS

For operation, support and maintenance of the Data Center Building, personnel will be available 7x24x365.

EQUINIX COLO
AT&T NETWORK INTEGRATION SERVICES
PRICING SCHEDULE
LICENSED SPACE, SERVICES & FABRIC

APPENDIX D: FABRIC SERVICE

This Fabric Appendix (Appendix) supplements and sets forth additional terms and conditions governing the use and resale to Customer of the Ethernet Exchange (Fabric Service) by the Customer if ordered via Exhibit 1.

1. Description of the Fabric Service

AT&T will provide Customer access to an Ethernet switching infrastructure (individually and cumulatively, the Switch) and certain ports (Ports) on the Switch as specified on the Order (Exhibit 1 hereto) to allow Customer to interconnect its ethernet networks via an External Network to Network Interface (ENNI). The ENNI provides Customer the capability to exchange Ethernet frames with other customers.

The Fabric Service provides Customer the ENNI and a virtual circuit (Virtual Circuit) which is a logical Ethernet connection between two or more Ports on the Switch. Service fees will be listed on the Order, and if Customer requires additional Services then the parties will utilize the Change Control process to contract for additional Services. Equinix shall at all times retain all title to and ownership of the Fabric Service. Customer will also have access to the Ethernet web portal for a variety of tasks, including the management of virtual network circuits.

This Appendix will apply to Customer's use of the Fabric Service.

2. Customer Responsibilities

Customer must: (i) provide and maintain 24 hours each day, an email address and phone number for a primary contact, and an email address and phone number for an operations contact, which should include a role account e-mail address (e.g., for a network engineer or routing engineer); (ii) complete the Configuration Requirements Document (CRD) as soon as possible following execution of its first Order; (iii) comply with all reasonable technical specifications and applicable policies for the use of the Fabric Service as provided by AT&T from time to time and (iv) only connect equipment owned by Customer to the Switch.

Customer must not: (a) conduct any illegal activities through the Switch; (b) conduct any activity that interferes with or impairs the equipment or connectivity of any other customer on the Switch; (c) obtain or attempt to obtain unauthorized access to the Switch, or circumvent or attempt to circumvent any applicable security features; (d) connect any equipment that is not owned or controlled by Customer; or (e) reverse assemble, reverse compile or reverse engineer the Fabric Service, or otherwise attempt to discover any Fabric Service source code or underlying proprietary information.

Additionally, Customer is responsible for negotiating and executing its own interconnection agreements to exchange Ethernet frames with other customers and AT&T is not responsible for establishing or monitoring such relationships, whether bilateral or multilateral.

3. Disclaimer of Third-Party Actions and Control

AT&T does not and cannot control the flow of Ethernet frames beyond the Port or ENNI. Such flow depends in large part on the performance of Ethernet services provided or controlled by other customers. At times, actions or inactions caused by these other customers can produce situations in which some or all Customer's virtual circuits may be impaired or disrupted. Although AT&T will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, AT&T cannot guarantee that they will not occur. Accordingly, AT&T disclaims any and all liability resulting from or related to such events. AT&T 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 CUSTOMER 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 (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

4. Service Level Objective

The purpose of this Service Level Objective (SLO) is to define the measurable performance levels for Fabric Service. The SLO is met when each individual Port and Virtual Circuit is available to pass ethernet frames 99.999% of the time during a billing month (SLO Threshold). For the purpose of this SLO, and subject to the last paragraph of this section, "Unavailability" is defined as the duration of time in which any Port or Virtual Circuit prevents delivery of Customer's Ethernet frames, as measured from the time when AT&T receives Customer's notification of the incident, to the time the Service is no longer Unavailable as confirmed by AT&T.

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APPENDIX D: FABRIC SERVICE

In the event of a Chronic Outage, which is defined as five SLO failure events within a 30-day period, Customer may terminate the affected Fabric Service, without liability provided such termination notice is delivered to AT&T within 30 days of the qualifying event. Notwithstanding anything to the contrary, the SLO shall not apply if the Unavailability is considered an "Excused Unavailability", which means it: (a) is caused by circumstances beyond AT&T's reasonable control; or (b) is caused by Customer's act or omission, or in the case of a virtual circuit, the act or omission of the customer or partner to whom the Customer connects; or (c) occurs during a maintenance window. Customer will be notified at least 14 days prior to any regularly scheduled maintenance and will be notified as soon as practicable before any emergency maintenance.

Monthly Availability	Cumulative Minutes of Unavailability per Calendar Month
99.999% - 99.99%	26 seconds to <4 minutes
99.99% - 99%	4 minutes to <44 minutes
99 - 97%	7 hours to <21.6 hours
<97%	>21.6 hours

VPN SERVICE PRICING ADDENDUM

Customer	AT&T
STATE OF MICHIGAN Street Address: 608 W. Allegan St. City: LANSING State/Province: MI Zip Code: 48933 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Meghan Penny Title: Program Manager Street Address: 525 W Allegan St. City: LANSING State/Province: MI Zip Code: 48993 Country: United States Telephone: 517-282-1272 Email: PennyM2@Michigan.gov	Name: Deborah Guenther Street Address: 221 N Washington Square City: Lansing State/Province: MI Zip Code: 48913 Country: United States Telephone: 517-488-8301 Email: dg1595@att.com Sales/Branch Manager: DOMINIC SAVONE SCVP Name: MARY ANN A ARGY Sales Strata: Retail Sales Region: USA <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. 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 effect.

VPN SERVICE PRICING ADDENDUM

1. PURPOSE OF THE ADDENDUM

1.1. General

Change to Pricing Schedule Term

1.2. AT&T VPN Service

For AT&T VPN Service in Existing Countries:

Re-price Selected AT&T VPN Service Components

1.3. Access

Addition of new Access Channels – Site-Specific Pricing

2. PRICING SCHEDULE TERM AND EFFECTIVE DATE OF RATES AND DISCOUNTS

Pricing Schedule Term	Extended for 12 months after currently scheduled Pricing Schedule Term expiration
Effective Date of Rates and Discounts	Effective Date of this Addendum

Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer. Grandfathered Services include those that are no longer available for new orders, moves, adds, or changes ("Grandfathered Services"). The current impacted service includes one T1.5 access. Year 1 monthly recurring charge (MRC) for the T1.5 access is \$344.00, year 2 MRC is \$482.00.

These prices set forth in this AT&T VPN Services Pricing Addendum are limited in applicability to the AT&T VPN Services.

3. RATES AND DISCOUNTS

3.1. AT&T VPN SERVICE

3.1.1. AT&T VPN Service Rates

Applicable Country(ies)	United States
Stabilization Date of Rates for AT&T VPN Service	Schedule of Charges version dated MAR-01-2018

Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer. Grandfathered Services include those that are no longer available for new orders, moves, adds, or changes ("Grandfathered Services"). The current impacted service includes one T1.5 access. Year 1 monthly recurring charge (MRC) for the T1.5 access is \$344.00, year 2 MRC is \$482.00. These prices set forth in this AT&T VPN Services Pricing Addendum are limited in applicability to the AT&T VPN Services. P

3.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

VPN SERVICE PRICING ADDENDUM

Discount Type		Discount
VPN Transport		
Connection Monthly Charge		
	MPLS Port - 20M	27.12%
	MPLS Port - 50M	13.26%
	MPLS Port - 500M	5.78%
	MPLS Port - 250M	18.31%
	MPLS Port - 10G	65.00%
	Virtual Network Internet Connection	100.00%
Non-Recurring Charges		
	MPLS Unilink Activation Charge	100.00%
	All other Non-Recurring Charges	75.00%

3.2. ACCESS

3.2.1. Access Channels - Site-Specific Pricing

Unless otherwise indicated, the pricing below is only applicable to one (1) of the specified circuit types at each specified location. For Non-US Access, Service Components must be installed within twelve (12) months after the Effective Date. Special Construction Charges also may apply; the State will be provided a minimum of 60 days prior notice of any such special construction charges, no special construction will take place without the consent of the State. No Discounts are applicable to the site-specific pricing table below. MRC and NRC listed below are per Service Component.

3.2.1.1 US Ethernet Access Channels

Site Location Information	Zone / Type*	Access Speed	MRC	NRC	Price Change (Y/N)
530 W ALLEGAN STREET, Lansing, MI, 489331521	N/A	Ethernet Access - 10G	3,345.14 USD	0.00 USD	N
7064 CROWNER DRIVE, Dimondale, MI, 488215003	N/A	Ethernet Access - 10G	3,345.14 USD	0.00 USD	N

* Zones with 'Ded' indicate Dedicated Service. Zones without 'Ded' indicate Switched Service.

This is the last page of the Pricing Document.

VPN Schedule of Charges

Country: United States

Currency: USD

Effective Date: 1-Mar-18

AT&T VPN Schedule of Charges

The rates set forth in this Schedule of Charges are the AT&T list rates that apply to Services under the AT&T Master Agreement and appropriate Attachment or price Schedule with contract rate effective as indicated above. All installation one time charges assume a normal business hour install.

The rates listed below will apply for the term of Customer's AT&T VPN price Schedule. Subsequently published Schedules of Charges for AT&T VPN will not apply to Customer except to the extent they contain prices for new Service Components that are not contained in this Schedule of Charges. For such new Service Components, the price in the then current Schedule of Charges will apply to those new Service Components, and the rates listed applicable to such new Service Components are subject to change from time to time as set forth in the Agreement, including, without limitation, by publication of a new Schedule of Charges. In such an event, the new rates will replace the rates for the new Service Components in any prior Schedule of Charges.

Please note the Schedule of Charges is not an indication of the availability of a specific Service Component in a country. Not all Services, speeds, features, Port types, or combinations of Ports and Features are available in all countries. Please contact your AT&T sales representative for specific Service Component availability information.

MPLS Ethernet Ports and Features				
Disc Category	VPN Transport			
Disc Sub-Category	Connection			Unilink
Speed	MPLS Port	POP Diversity	Switch Diversity	Unilink
10M (2M, 3M, 4M, 5M, 6M, 7M, 8M, 9M)	334	33	17	33
20M	433	43	22	43
50M (30M, 40M)	659	66	33	66
100M (60M, 70M, 80M, 90M)	886	89	44	89
150M	1,480	148	N/A	148
250M (200M)	2,325	233	N/A	233
400M (300M)	2,830	283	142	283
500M (450M)	3,085	309	N/A	309
600M	3,410	341	N/A	341
1G (700M, 800M, 900M)	5,670	567	N/A	567
2G	6,232	623	N/A	623
5G (2.5G, 3G, 3.5G, 4G, 4.5G)	6,795	680	N/A	680
10G (5.5G, 6G, 6.5G, 7G, 7.5G, 8G, 8.5G, 9G, 9.5G)	7,357	736	N/A	736
20G	11,036	1,104	N/A	1,104
30G	14,714	1,471	N/A	1,471
40G	18,393	1,839	N/A	1,839
50G	22,071	2,207	N/A	2,207
60G	25,750	2,575	N/A	2,575
100G	29,429	2,943	N/A	2,943

Class of Service Packages included in Port Charge.

Virtual Network Internet Connection included in the Unilink Charge.

VPN Schedule of Charges

Multi VPN Logical Channel Surcharge		
	<i>Disc Category</i>	VPN Transport
	<i>Disc Sub-Category</i>	Unilink
<i># of VPNs</i>	<i>Per</i>	<i>MRC</i>
VPN's 1-20	VLAN	170
VPN's 21-80	VLAN	570
VPN's 81-150	VLAN	855
VPN's 151-350	VLAN	1,715
VPN's 351-500	VLAN	2,285

MPLS Broadband Port & Access		
	<i>Disc Category</i>	VPN Transport
	<i>Disc Sub-Category</i>	Connection
<i>Speed</i>	<i>Type</i>	<i>MRC</i>
2M/2M	Broadband	507
3M/1M	Broadband	420
4M/4M	Broadband	711
6M/1M	Broadband	623
12M/1.5M	Broadband	739
18M/1.5M	Broadband	753
24M/3M	Broadband	913
45M/6M	Broadband	944

AT&T SD-WAN	
	<i>Disc Category</i>
	<i>Disc Sub-Category</i>
	VPN Transport
	AT&T SD-WAN
<i>AT&T SD- WAN Throughput</i>	<i>MRC</i>
AT&T SD-WAN VNF - Self Managed - 10M	100
AT&T SD-WAN VNF - Self Managed - 30M	169
AT&T SD-WAN VNF - Self Managed - 50M	221
AT&T SD-WAN VNF - Self Managed - 100M	321
AT&T SD-WAN VNF - Self Managed - 200M	607
AT&T SD-WAN VNF - Self Managed - 300M	857
AT&T SD-WAN VNF - Self Managed - 500M	1,214
AT&T SD-WAN VNF - Self Managed - 1G	1,857
AT&T SD-WAN VNF - Self Managed - 2G	3,143
AT&T SD-WAN VNF - Self Managed - 3G	4,286
AT&T SD-WAN VNF - Self Managed - 5G	6,857
AT&T SD-WAN VNF - Self Managed - 10G	12,143
AT&T SD-WAN VNF - AT&T Managed - 10M	N/A
AT&T SD-WAN VNF - AT&T Managed - 30M	N/A
AT&T SD-WAN VNF - AT&T Managed - 50M	N/A
AT&T SD-WAN VNF - AT&T Managed - 100M	N/A
AT&T SD-WAN VNF - AT&T Managed - 200M	N/A
AT&T SD-WAN VNF - AT&T Managed - 300M	N/A
AT&T SD-WAN VNF - AT&T Managed - 500M	N/A
AT&T SD-WAN VNF - AT&T Managed - 1G	N/A
AT&T SD-WAN VNF - AT&T Managed - 2G	N/A
AT&T SD-WAN VNF - AT&T Managed - 3G	N/A
AT&T SD-WAN VNF - AT&T Managed - 5G	N/A
AT&T SD-WAN VNF - AT&T Managed - 10G	N/A

VPN Schedule of Charges

HiCapFlex - Ethernet				
Disc Category		VPN Transport		
Disc Sub-Category		HiCapFlex		
Minimum Bandwidth Commitment	Provisioned Port Speed	Port MRC	Overage MRC/kbps	
2M	10M	367	0.01	
3M	10M	367	0.01	
4M	10M-20M	367	0.01	
5M	10M-20M	367	0.01	
6M	10M-30M	367	0.01	
7M	10M-30M	367	0.01	
8M	10M-40M	367	0.01	
9M	10M-40M	367	0.01	
10M	10M-60M	367	0.01	
15M	20M-70M	1,111	0.01	
20M	20M-100M	477	0.01	
25M	30M-100M	1,507	0.01	
30M	30M-150M	725	0.01	
35M	40M-150M	1,375	0.01	
40M	40M-200M	725	0.01	
45/50M	50M-200M	725	0.01	
60M	60M-300M	974	0.01	
70M	70M-300M	974	0.01	
80M	80M-400M	974	0.01	
90M	90M-450M	974	0.01	
70M	70M-300M	974	0.01	
80M	80M-400M	974	0.01	
90M	90M-450M	974	0.01	
100M	100M-500M	974	0.01	
120M	150M-600M	1,628	0.01	
140M	150M-700M	1,628	0.01	
150/155M	200M-800M	1,628	0.01	

VPN Schedule of Charges

HiCapFlex - Ethernet (continued)				
<i>Disc Category</i>	<i>VPN Transport</i>			
<i>Disc Sub-Category</i>	<i>HiCapFlex</i>			
<i>Minimum Bandwidth Commitment</i>	<i>Provisioned Port Speed</i>	<i>Port MRC</i>	<i>Overage MRC/kbps</i>	
200M	200M-1G	2,558	0.01	
250M	250M-1G	2,558	0.01	
300M	300M-1G	3,113	0.01	
350M	400M-1G	3,113	0.01	
400M	400M-1G	3,113	0.01	
450M	450M-1G	3,394	0.01	
500M	500M-1G	3,394	0.01	
550M	600M-1G	3,751	0.01	
600M	600M-1G	3,751	0.01	
622M	700M-1G	16,627	0.01	
700M	700M-1G	6,237	0.01	
800M	800M-1G	6,237	0.01	
900M	900M-1G	6,237	0.01	
1G	5G-10G	6,237	0.01	
2G	5G-20G	7,478	0.01	
3G	5G-30G	8,154	0.01	
4G	5G-40G	8,154	0.01	
5G	6G-50G	8,154	0.01	
6G	7G-60G	8,828	0.01	
7G	8G-60G	8,828	0.01	
8G	9G-60G	8,828	0.01	
9G	10G-60G	8,828	0.01	
10G	30G-100G	8,828	0.01	
20G	40G-100G	13,242	0.01	
30G	60G-100G	17,658	0.01	
40G	100G	22,074	0.01	
50G	100G	26,484	0.01	

Class of Service Packages included in Port Charge.

For Burstable and Hi-Cap Flex billing options, feature charges are based on the Provisioned Port Speed.

HiCap Flex 1G through 50G are only available on 40G access and 100G access. They are not available on 10G access.

VPN Schedule of Charges

AT&T Managed Router		
<i>Disc Category</i>	<i>Managed CPE</i>	
<i>Disc Sub-Category</i>	<i>Managed Router</i>	
	<i>Managed MRC</i>	<i>Lite Managed MRC</i>
Very Basic	101	101
Very Small	225	N/A
Basic	230	195
Small	250	235
Medium	305	285
Large	580	505
XL	730	630
XL+	1,665	1,510
XXL	2,010	1,760

AT&T Managed External CSU - Probe		
<i>Disc Category</i>	<i>Managed CPE</i>	
<i>Disc Sub-Category</i>	<i>Mgd CSU - Probe</i>	
<i>Port Type</i>	<i>MRC</i>	
100Mb Ethernet	170	
1Gig Ethernet	1,365	

AT&T VPN Schedule of Charges v3_030118

VPN Schedule of Charges

AT&T Business in a Box - Managed Router		
<i>Disc Category</i>	<i>Managed CPE</i>	
<i>Disc Sub-Category</i>	<i>AT&T Business in a Box</i>	
<i>BIB Managed Router</i>		<i>MRC</i>
BIB Base NextGen		195

Router Features		
<i>Disc Category</i>	<i>Managed CPE</i>	
<i>Disc Sub-Category</i>	<i>CPE Feature</i>	
<i>Description</i>	<i>Per</i>	<i>MRC</i>
Network Interface Cards		
Gig Ethernet-Low End	Port on Card**	40
Gig Ethernet-High End	Port on Card**	70
Gig Ethernet-Combo	Port on Card**	440
Router Features		
Additional Protocol Support	Port	25
Additional Serial Port	Port on Card**	15
Additional LAN Port	Port on Card**	115
Additional Memory	Card	45
Memory XL+	Card	430
Memory XXL	Card	N/A
Dual Power up to XL	Unit*	20
Dual Power XL+	Unit*	195
Dual Power XXL	Unit*	195
IPSec Feature VB/VS/B/S/M/L/XL Router	Router	120
IPSec Feature XL+/XXL Router	Router	785
Netflow	Router	No Charge
SNMP Read Only Access	Router	No Charge
Network Address Translation (NAT)	Up to 50 IPs	No Charge
Managed Mobility		
CSU Internal-Mobility	Connection	45
Interconnect Bandwidth	Site	25
Mobility-Primary (up to 10GB)	Router	115
Mobility-Primary (every 1GB over 10GB)	Router	15
Managed Router Failover-Low	Router	25
Managed Router Failover-High	Router	30

* for additional unit not included in base router

** A router feature card can have more than one port on it. Price is per port used.

VPN Schedule of Charges

Managed Router - Custom Features			
<i>Disc Category</i>	<i>Not Discountable</i>		
<i>Disc Sub-Category</i>			
<i>Description</i>	<i>Per</i>	<i>MRC or OTC</i>	
TACACS			
Monthly Mgmt	Router	MRC	20
Setup for Existing Router	Router	OTC	100
Level 2 Employee Enablement	Active ROA ID	OTC	250
Level 3 Employee Enablement	Active ROA ID	OTC	500
Service at a Distance (SAAD)			
Customer Site - Diagnostics	Router	MRC	70
Customer Site - Setup	Router	OTC	2,700
SNA Authentication (Business to Business) Feature			
SNA Authentication (Business to Business) Feature	Connection	MRC	1,000
SNA Authentication (Business to Business) - Setup	Connection	OTC	1,000

* Note: the SNA feature may appear as a custom billing component on the invoice.

Miscellaneous			
<i>Disc Category</i>	<i>Not Discountable</i>		
<i>Disc Sub-Category</i>			
<i>Description</i>	<i>PER</i>	<i>MRC</i>	
Multicast		No Charge	
Bi-direction Forwarding Detection (BFD)		No Charge	
Network Performance Reports		No Charge	
Virtual Internet - Add'l Primary DNS		100	
Virtual Internet - Add'l Secondary DNS		100	
Custom Charges		ICB	

Reports			
<i>Disc Category</i>	<i>Managed CPE</i>		
<i>Disc Sub-Category</i>	<i>Report</i>		
<i>Description</i>	<i>PER</i>	<i>MRC</i>	
Managed Enhanced Reports	CSU-Probe	150	

VPN Schedule of Charges

One Time Charges Tier 1		
Disc Category	Non-Recurring Charges	
Description	PER	OTC
Port Activation	Port	\$1,000
PDO Activation	Each	

One Time Charges Tier 1		
Disc Category	Not Discountable	
Description	PER	OTC
Router Activation - AT&T Install	Router	\$1,000
Router Feature Activation (onsite)	Router	
Setup IPsec XL+XXL Router	Router	
Ext CSU Activation Low Speed	CSU	
Ext CSU Activation High Speed	CSU	
Mobility Interconnect Setup	Customer	

One Time Charges Tier 2		
Disc Category	Not Discountable	
Description	PER	OTC
Router Activation - Self Install	Router	\$500
Additional Managed Site Visit on Self Install	Router	
Port/CPE Expedite	each	
Router Disconnect	Router	
CPE Order Cancellation	Router/CSU	
Setup IPsec L/XL Router	Router	
Replace Modem Hardware	Site	
Disconnect Managed CSU	CSU	
Business in a Box - Activation Charge	Router	
Business in a Box - Activation Self Install	Router	
Additional BIB Site Visit on Self Install	Router	
Mobility Custom APN Setup	Customer	

VPN Schedule of Charges

One Time Charges Tier 3		
Disc Category	Not Discountable	
Description	PER	OTC
Port Order Cancellation	port	\$100
Port Due Date Change	port	
Expedite Change	site	
CPE Due Date Change	Router/CSU	
AT&T VPN Site Survey	Site	
Setup IPsec Router VS/Basic/Small Rtr	Router	
Setup IPsec M Router	Router	
Service Change Charge - Business in a Box	Router	
Delete Service Charge - Business in a Box	Router	
TACACS Setup for Existing Router	Router	

One Time Charges (ICB)		
Disc Category	Not Discountable	
Description	PER	OTC
Special Installation Charge	each	ICB
MPLS Time and Materials Charge	each	
Custom Charges	each	

Acronyms

BIB = Business in a Box	IP = Internet Protocol	OTC = One Time Charge or Non-Recurring Charge
CPE = Customer Premise Equipment	IPSec = IP Security	PDO = PoP Diversity Option
CSU = Channel Service Unit	K = Kbps = Kilobits per Second	PoP = Point of Presence
DNS = Domain Name System	M = Mbps = Megabits per Second	PPP = Point to Point Protocol
DSL = Digital Subscriber Line	MPLS = Multi Protocol Label Switching	PVC = Permanent Virtual Circuit
Enet = Ethernet	MRC = Monthly Recurring Charges	SDO = Switch Diversity Option
FR = Frame	N/A = Not Available or Not Applicable	SNMP = Simple Network Management Protocol
G = Gbps = Gigabits per Second	NxT1/E1 = Number of T1/E1 circuits	TACACS = Terminal Access Controller Access-Control Sys
ICB = Individual Case Basis	NRC = Non-Recurring Charges	VPN = Virtual Private Network

Services Pending Retirement

Service options listed in this section are currently on Sales Hold. Existing customers can retain existing service until further notice, but these options are not available for New contracts. Exception requests will be reviewed on an individual case basis.

MPLS Ports (T1, NxT1, DS3, OCx) and Features				
Disc Category	VPN Transport			
Disc Sub-Category	Connection			Unilink
Speed	MPLS Port	POP Diversity	Switch Diversity	Unilink
1.544M (56K, 64K, 128K, 256K, 384K, 512K, 768K, 1024K)	221	22	11	22
3.088M	336	34	17	34
4.632M	436	44	22	44
6.176M	529	53	26	53
7.720M	755	76	38	76
9.264M	835	84	42	84
10.808M	910	91	46	91
12.352M	980	98	49	98
15M	1,010	101	51	101
25M	1,370	137	69	137
45M	1,990	199	100	199
75M	3,155	316	158	316
155M	5,690	569	285	569
622M	15,115	1,512	756	1,512

Class of Service Packages included in Port Charge.

VPN Schedule of Charges

HiCapFlex - IP				
Disc Category	VPN Transport			
Disc Sub-Category	HiCapFlex			
<i>Minimum Bandwidth Commitment</i>	<i>Provisioned Port Speed</i>	<i>Port MRC</i>	<i>Overage MRC/kbps</i>	
1M	NxT1	622	0.68	
2M	NxT1	638	0.35	
3M	NxT1	655	0.24	
4M	NxT1	671	0.18	
5M	NxT1	792	0.15	
6M	NxT1	836	0.13	
7M	NxT1	902	0.12	
8M	NxT1	974	0.11	
9M	NxT1	1,051	0.11	
10M	NxT1	1,106	0.10	
9M	T3	1,051	0.11	
10M	T3	1,106	0.10	
15M	T3	1,282	0.08	
20M	T3	1,518	0.07	
25M	T3	1,733	0.06	
30M	T3	2,013	0.06	
35M	T3	2,222	0.06	
40M	T3	2,431	0.06	
35M	OC3	2,222	0.06	
40M	OC3	2,431	0.06	
45M	OC3	2,514	0.05	
50M	OC3	2,899	0.06	
60M	OC3	3,383	0.05	
70M	OC3	3,839	0.05	
75M	OC3	3,993	0.05	
80M	OC3	4,131	0.05	
90M	OC3	4,505	0.05	
100M	OC3	4,846	0.05	
120M	OC3	5,797	0.05	
140M	OC3	6,705	0.05	
120M	OC12	5,797	0.05	
140M	OC12	6,705	0.05	
155M	OC12	7,200	0.05	
200M	OC12	9,290	0.05	
250M	OC12	10,929	0.04	
300M	OC12	12,034	0.04	
350M	OC12	13,145	0.03	
400M	OC12	14,251	0.03	
450M	OC12	15,356	0.03	
500M	OC12	16,467	0.03	
550M	OC12	17,573	0.03	
600M	OC12	18,678	0.03	

Class of Service Packages Included In Port Charge.

For Burstable and Hi-Cap Flex billing options, feature charges are based on the Provisioned Port Speed.

VPN Schedule of Charges

MPLS DSL Ports		
	<i>Disc Category</i>	VPN DSL
	<i>Disc Sub-Category</i>	MPLS DSL
<i>Speed</i>	<i>Type</i>	<i>MRC</i>
128K	SDSL	275
256K	SDSL	325
384K	SDSL	350
768K	SDSL	490
1M	SDSL	550
1.5M	SDSL	625
384K/384K	ADSL	335
1.5M/384K	ADSL	420
3.072M/384K	ADSL	485
3.072M/768K	ADSL	510
6.144M/768K	ADSL	690
30M		
35M		

SDSL includes local loop, Port, connection and unmanaged CPE, ADSL includes Port and connection only.

Usage Based Billing Ports - Burstable		
	<i>Disc Category</i>	VPN Transport
	<i>Disc Sub-Category</i>	Burstable
<i>Speed Tier</i>	<i>Type</i>	<i>MRC</i>
128K & Below	T1	176
128K - 256K	T1	215
256K - 384K	T1	259
384K - 512K	T1	314
512K - 1.5M	T1	402

Class of Service Packages included in Port Charge.

AT&T Managed External CSU - Probe	
	<i>Disc Category</i>
	<i>Disc Sub-Category</i>
	Managed CPE
	Mgd CSU - Probe
<i>Port Type</i>	<i>MRC</i>
T1	105
NXT1 PPP	620
T3 FR	1,250
T3 PPP	1,250

VPN Schedule of Charges

Router Features		
<i>Disc Category</i>	<i>Managed CPE</i>	
<i>Disc Sub-Category</i>	<i>CPE Feature</i>	
<i>Description</i>	<i>Per</i>	<i>MRC</i>
Network Interface Cards		
Managed CSU Internal T1	T1	40
Managed CSU Internal NXT1 PPP	T1	45
Managed CSU Internal T3 FR	Connection	310
Managed CSU Internal T3 PPP	Connection	310
Managed Router - OC3 PPP	Connection	505
Managed Router - OC12 PPP	Connection	650
Router Features		
ISDN Backup BRI	128k Port	30
ISDN Backup PRI	T1 Port	100

AT&T Business in a Box - Managed Router		
<i>Disc Category</i>	<i>Managed CPE</i>	
<i>Disc Sub-Category</i>	<i>AT&T Business in a Box</i>	
<i>BIB Managed Router</i>		<i>MRC</i>
BIB Base 12 Port		195
BIB Base 24 Port		210
BIB ATA 8 Port		45
BIB POE 8 Port		25
BIB POE 24 Port		60

AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES AMENDMENT 10

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan 608 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Dominic Savone SCVP: Argy RVP: Drygas
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Meghan Penny Title: Manager 608 W Allegan St. Lansing, MI 48993 United States of America Telephone: 5172821272 Fax: Email: PennyM2@michigan.gov Customer Account Number or Master Account Number:	23500 Northwestern Hwy; Building W; Suite W-216 Southfield, MI 48075 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	

This Network Sourcing Pricing Schedule – **Amendment 10** is attached to Article 1 of the existing Master Agreement referenced above and provides new custom pricing associated with the Service Integrator functions outlined in Article 1 – SOW to the State of Michigan WAN Services. The rates included herein are exclusive of any applicable taxes which are the responsibility of Customer.

AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES AMENDMENT 10

1. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	120 Months
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule (10/15/2014)
---	--

Effective Date of Rates and Discounts	First of the month following the Effective Date of this Amendment 10
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2. AT&T Michigan Network Operations Center (MNO) Support Service Bundled Offer Rates

Pricing in this section represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management, Service Desk Request and Change Management and Management and Monitoring.

All Transition and Transformation One Time Charges are waived under this Agreement.

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Support Service Desk: Data Center Router - SOM_ASR1001-X	12	\$790.00
Support Service Desk: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$790.00
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9	444	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9	86	\$298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO4331 Class 3	N/A	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO4331 Class 4	N/A	\$298.13
Support Service Desk: Class 1 Site Router - SOM_CISCO4431 Class 1	N/A	\$707.00
Support Service Desk: Class 2 Site Router - SOM_CISCO4431 Class 2	N/A	\$696.00
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 3	N/A	\$690.00
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 4	N/A	\$350.00
Support Service Desk: Class 3 Site Router - SOM_CISCOASR1001x Class 3	N/A	\$700.00
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 Class 3	N/A	\$562.71

AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES AMENDMENT 10

Support Service Desk: Class 4 Site Router - SOM_CISCO1111 Class 4	N/A	\$298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 LTE Class 3	N/A	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 LTE Class 4	N/A	\$298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO4431_KVM Class 3	N/A	\$562.71
Support Service Desk: Data Center Router - SOM_C8500-12X4QC	N/A	\$790.00
Support Service Desk: Data Center Router - SOM_C9500-48Y4C-A	N/A	\$790.00
Support Service Desk: Data Center Router - SOM_ASR1002-HX	N/A	\$790.00
Support Service Desk: Data Center Router - SOM_C9500-24Y4C-E	N/A	\$790.00
Support Service Desk: Data Center Router - SOM_C9500-24Y4C-A	N/A	\$790.00
Support Service Desk: Data Center Router - SOM_C9500-48Y4C-E	N/A	\$790.00
VMware SD-WAN Edge Appliance - Class 1 Service Support Desk	4	\$790.00
VMware SD-WAN Edge Appliance - Class 2 Service Support Desk	0	\$696.00
VMware SD-WAN Edge Appliance - Class 3 Service Support Desk	4	\$562.71
VMware SD-WAN Edge Appliance - Class 4 Service Support Desk	0	\$298.13
CPE Management and NOC Services*	N/A	\$0
Problem and Incident Management*	N/A	\$0
Service Desk - Request and Change Management*	N/A	\$0
Management and Monitoring*	N/A	\$0

*Charges are included in the Support Service Desk charges above.

3. Third Party WAN Service Provider Management

A monthly recurring charge of \$54.00 will apply for each Third Party circuit being managed by AT&T as the Service Integrator, up to a maximum of 7 different Service Providers and 200 non-AT&T provided circuits.

4. Hardware Installation and Rental Charges

Pricing in this Section represents the monthly rental rates for Data Center routers. The installation charges associated with the routers below are waived.

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Hardware Installation and Rental Charges	100%	12 Months

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Hardware Rental: Data Center Router - SOM_ASR1001-X	12	\$ 809.08
Hardware Rental: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$ 1,963.45
WAN Edge Site Router Type		
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9	444	\$ 87.29
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$ 100.51
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$ 116.36

AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES AMENDMENT 10

Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$ 145.43
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$ 174.50
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$ 203.57
Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9	86	\$ 23.87
Hardware Rental Class 4 Site Router: CISCO891-F/K9		\$ 12.47
Hardware Rental Class 3 Site Router: CISCO2921/K9		\$ 41.71
Hardware Rental Class 4 Site Router: CISCO899G-LTE/K9		\$ 17.06
Hardware Rental Class 3 Site Router: CISCO4331/K9		\$ 81.90
Hardware Rental Class 2 Site Router: CISCO4431/K9		\$ 172.90
Hardware Rental: ISR 1100 8 Ports Dual GE WAN Ethernet Router C1111-8P		\$35.00
Hardware Rental: ISR 1100 8P Dual GE SFP Router w/ LTE C1111-8PLTEEA		\$44.00
SFP-10G-ER 10GBASE-ER SFP Module		\$295.00
Hardware Rental: Cisco 4331 KVM for Iperf SOM4331-KVM		\$101.00
Hardware Rental: ASR1001-X Cisco ASR1001-X Chassis 6 built-in GE Dual P/S 8GB DRAM		\$283.00
Hardware Rental: ISR4331-SEC/K9 Cisco ISR 4331 Sec bundle w/SEC license		\$50.00
Hardware Rental: Data Center Router - SOM_C8500-12X4QC		\$5,728
Hardware Rental: Data Center Router - SOM_C9500-48Y4C-A		\$1,419
Hardware Rental: Data Center Router - SOM_ASR1002-HX		\$6,332
Hardware Rental: Data Center Router - SOM_C9500-24Y4C-E		\$884
Hardware Rental: Data Center Router - SOM_C9500-24Y4C-A		\$1,171
Hardware Rental: Data Center Router - SOM_C9500-48Y4C-E		\$970

Router Bold-on Options	Description	Monthly Unit Rates
LAN Ports - Part Number		
HWIC-2FE	Two 10/100 routed port HWIC	\$17.28
EHWIC-1GE-SFP-CU	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	\$ 9.52
SM-2GE-SFP-CU	2 Port GE SFP Service Module	\$ 15.73
Switch Modules - Part Number		
SM-X-ES3-16-P	SM-X Ethernet Switch, L2/L3, SM, 16 GE, POE+	\$ 25.26
C3560X-16-L-S	SM-X 16 Port Layer 3 LAN base to IP Base paper license	\$ 5.24
C3560X-16-L-E	SM-X 16 Port Layer 3 LAN base to IP Services paper license	\$ 36.70
SM-X-6X1G	SM-X module with 6-port dual-mode GE / SFP	\$137.00
NIM-ES2-8	8-port Layer 2 GE Switch Network Interface Module	\$15.00
SFP-10G-SR	10GBASE-SR SFP Module	\$17.00
SFP-GE-T	1000BASE-T SFP	\$7.00
SFP Plugs		
GLC-SX-MMD	1000BASE-SX SFP transceiver module MMF 850nm DOM	\$ 5.96

AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES AMENDMENT 10

GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	\$ 11.86
GLC-ZX-SMD	1000BASE-ZX SFP transceiver module SMF 1550nm DOM	\$ 47.61
SFP-10G-LR	10GBASE-LR SFP Module	\$99
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	\$11
WAN Ports		
HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 11.92
VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 17.04
VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 26.22
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 52.43
EHWIC-4G-LTE-A	4G LTE EHWIC for ATT 700 MHz Band 17 / HSPA+	\$ 13.70
EHWIC-4G-LTE-V	4G LTE EHWIC for Verizon 700 MHz Band 13 / CDMA Rev A	\$ 13.70
SM-X-1T3/E3	One port T3/E3 Service Module	\$ 111.42
Compact Flash		
MEM-CF-256U4GB	256MB to 4GB Compact Flash Upgrade for Cisco 190029003900	\$ 14.30
Licenses		
SL-29-APP-K9	AppX License with; DATA and WAAS for Cisco 2900 Series	\$ 11.92
FL-29-HSEC-K9	U.S. Export Restriction Compliance license for 2921/2951	\$ 8.94
FL-39E-HSEC-K9	U.S. Export Restriction Compliance license for 3900E series	\$ 23.83
FL-4330-HSEC-K9	U.S. Export Restriction Compliance license for 4330 series	\$15.00
FL-4330-PERF-K9	Performance on Demand License for 4330 Series (300M)	\$26.00
FL-44-PERF-K9	Performance on Demand License for 4400 Series (1G)	\$62.00
FLSA1-1X-2.5-5G	2.5G to 5Gbps License for ASR 1001-X	\$215.00
FLSA1-BIN-1X10GE	1X10GE ASR1001-X Built-In 10GE 1-port License	\$117.00
FLSASR1-IPSEC	IPSEC License for ASR1000 Series	\$167.00
SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License	\$208.00
NIM-2GE-CU-SFP	2-port GE WAN NIM, dual-mode RJ45 & SFP	\$ 13.61
LTE WAN		
NIM-4G-LTE-NA	4G LTE NIM for North America AT&T and Canada	\$ 9.67

5. Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments

AT&T NETWORK SOURCING PRICING SCHEDULE FOR CUSTOM SERVICES AMENDMENT 10

Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is not chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour(normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is not chargeable. Minimum 4 hours outside of normal business hours.
Total	\$N/A	Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed
 - m. Expected Bidder Work Hours and Conditions
4. The parties agree that the Services/Deliverables to be rendered by AT&T using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. AT&T shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.



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 **16**

to

Contract Number **071B5500011**

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

STATE	Program Manager	Meghan Penny	DTMB
		(517) 282-1272	
		Pennym2@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 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"/>	12 - Months	<input type="checkbox"/>		October 13, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$138,238,672.54	\$12,100,000.00	\$150,338,672.54		

DESCRIPTION

Effective 10/10/2023, the State is executing the final available option year, making the revised contract expiration date 10/13/2024, and adding \$12,100,000.00 in funding for support through the extension.

- Please note that the PM for the State has been changed to Meghan Penny.

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.



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 **15**
 to
 Contract Number **071B5500011**

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
		517-284-7454	
		AdrianA1@Michigan.gov	
	Contract Administrator	Lauren Stempek	DTMB
		(517) 243-4008	
		stempekl@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 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 checked="" type="checkbox"/>		<input type="checkbox"/>	1 Year	October 13, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$10,607,185.54	\$93,238,672.54		

DESCRIPTION

Effective 10/12/2022, this contract is hereby executing the 4th available option year and is increased by \$10,607,185.54. The State is adding the following additional scope to this contract: software defined (SD) WAN services and security consulting services as detailed in the attached SOW. The extension includes GBS203537-2. The revised contract expiration date is 10/13/2023.

Please note, Change Notice 11 added \$45,000,000 to the contract increasing the Estimated Aggregate Contract Value to \$127,631,487.00. This value was left off of Change Notices 11-14. This Change Notice corrects the clerical error bringing the new Estimated Aggregate Contract Value to \$138,238,672.54 (\$127,631,487.00 + \$10,607,185.54).

Please note the Contract Administrator has been changed to Lauren Stempek.

All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency, DTMB procurement and State Administrative Board approval on 9/29/2022.



**AT&T Network Integration Services
SD-WAN Service
U.S. only**

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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: Deborah 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: 221 N Washington Sq. City: Lansing State / Province: Michigan Country: USA Domestic / Intl / Zip Code: 48933 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: Ashley 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		

Upon mutual execution hereof, this Pricing Schedule for AT&T Network Integration Services ("NI Pricing Schedule") becomes part of the Master Agreement between AT&T and Customer referenced above ("Agreement"). This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule 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 Pricing Schedule null and void.

ATTUID: mr5231



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SD-WAN SERVICE

1. STATEMENT OF WORK

- A. Attached to this NI Pricing Schedule is a Statement of Work (“SOW”) which become effective and incorporated into this NI Pricing Schedule upon the execution hereof. Upon notice to and acceptance by the State in accordance with the terms of the Contract, AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.
- B. Unless earlier terminated pursuant to Sections 2.151 – 156 or 2.161 of Article II of the Contract, each SOW shall be deemed terminated when the parties’ respective obligations have been fully performed, or when it is otherwise terminated according to its terms.

2. INTELLECTUAL PROPERTY RIGHTS

- A. Other than as may be expressly set forth in the terms of the Contract or an individual SOW, AT&T’s performance of any Services under the terms of this NI Pricing Schedule shall not be construed as a transfer or license of any intellectual property or proprietary rights to the State. .
- B. Customer shall own those copies of any reports produced under the terms of the Contract or individual SOW and furnished to Customer by AT&T (“Reports”).
- C. AT&T hereby grants to Customer a non-transferable, non-exclusive subscription to access and use the SD-WAN Service during the term. Customer shall not (a) create derivative works based on the SD-WAN Service, (b) reverse engineer the SD-WAN Service, or (c) access the SD-WAN Service in order to build a competitive product or service.

3. SERVICE TERMS OF USE

- a. **Use of SD-WAN Service.** Use of the SD-WAN Service is subject to the AT&T AUP. Customer may use the AT&T Equipment included in the SD-WAN Service solely for the purposes of accessing and using the Service during the Term.

Use of AT&T Equipment. Customer shall not: (i) disable or create any work arounds to bypass any capacity-limiting feature of the AT&T Equipment; (ii) otherwise use the AT&T Equipment at a greater capacity rate than the rate for which Customer has subscribed; (iii) use the AT&T Equipment with any unsupported hardware or software.

- b. **User Traffic.**

- i. Customer is solely responsible for the traffic Customer transmits in connection with use of the SD-WAN Service. Customer represents it has authority to permit access to AT&T to communications by its employees, guests, representatives, or other Users and is responsible for obtaining any legally required User consents. Customer represents and warrants that it has the appropriate rights to transmit data in connection with use of the SD-WAN Service.
- ii. The reports provided by AT&T will contain aggregate and anonymous information available only to Customer. Individual packet content data shall not be made available to Customer and may not be downloaded and stored by either Customer or AT&T.
- iii. AT&T’s and Customer’s use of the data and aggregate reports generated by the SD-WAN Service is limited to routing policy decisions only; marketing or other uses of the data or disclosure to other parties are not permitted.

4. TERM AND TERMINATION

This NI Pricing Schedule shall remain in effect until terminated by either party in accordance with the terms of the Contract.

5. Reserved

- A. Reserved.
- B. Reserved.

6. WARRANTY

The provision of Services hereunder shall be performed in a workmanlike manner that would meet industry standards in the field to which the work pertains as well as any standards set forth in the SOW.



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7. NON-SOLICITATION

During the time this NI Pricing Schedule is in effect and for one (1) year after its termination, Customer shall not, directly or indirectly, solicit for employment or hire any employee, subcontractor, or agent of AT&T performing Services without the prior written consent of AT&T. Notwithstanding the foregoing, Customer shall not be required to obtain AT&T's prior written consent to hire any candidate who responds to general recruiting activities, such as participation in job fairs or published advertisements in publications or on Web sites of general circulation.

8. Reserved

Reserved.

9. AT&T EQUIPMENT

A. Location of AT&T Equipment. The AT&T Equipment shall be delivered to and thereafter kept at the location specified in the SOW and shall not be removed without AT&T's prior written consent, such consent which shall not be unreasonably withheld.

B. Use of AT&T Equipment. Customer, at its expense, shall take good and proper care of the AT&T Equipment and make all repairs and replacements necessary to maintain and preserve the AT&T Equipment and keep it in good order and condition. Customer shall not make any alterations, additions, or improvements, or add attachments to the AT&T Equipment without the prior written consent of AT&T, except for (i) additions or attachments consisting solely of telephone terminal equipment, and (ii) additions or attachments purchased or provided hereunder. AT&T Equipment, if any, provided to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier, or publisher. Customer is solely responsible for ensuring its adherence to any and all such license and other terms.

C. Return of AT&T Equipment. Unless otherwise specified in the applicable SOW, Customer shall return, at its own expense, the AT&T Equipment at the expiration or termination of this NI Pricing Schedule. Prior to return, Customer shall restore the AT&T Equipment to Return Condition, and Customer agrees that any addition, alteration, improvement, or attachment shall belong to and become a part of the property of AT&T. "Return Condition" means Customer shall return, at its cost and expense, the AT&T Equipment to AT&T in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the AT&T Equipment, normal wear and tear excepted. Any software upgrade will become the property of the AT&T. AT&T shall have the right, upon reasonable prior notice to Customer and during normal business hours, to inspect the AT&T Equipment at its location.

D. Liens; Taxes. Customer shall not permit its rights or interest hereunder to become subject to any lien, charge, or encumbrance. Customer shall not permit the AT&T Equipment to become or remain a fixture to any real estate or an accession to any person not financed hereunder.

E. Casualty Loss. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.



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APPENDIX B TO THE PRICING SCHEDULE: CHANGE REQUEST FORM



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Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Req'd:	

Task Description:

Other information related to Change:

Impact of Change
Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).



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APPENDIX C TO THE PRICING SCHEDULE: SAMPLE SITE ACCEPTANCE CHECKLIST

LIST OF ACTIVITIES	Applicable	Completion date	Initial
<u>Customer Responsibilities</u>	√		
Site contact, physical access to the Site, required network information for configuration, necessary rack space and electric outlet for Edge Device(s) installation	√		
Internet direct access is ready, and Customer provided required Ethernet Port on Router(s) and cables to connect to the Router(s)			
<u>AT&T Responsibilities</u>	√		
Site information gathering	√		
Site design	√		
Edge Device(s) delivery planning	√		
Site deployment	√		
<u>Delivery & Checkout</u>	√		
Equipment is delivered and received for the Site	√		
Equipment is under Monitoring and Management	√		



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EXHIBIT 1: STATEMENT OF WORK for SDWAN SERVICE SITES

Attached to this SOW are:

- APPENDIX A TO EXHIBIT 1:** SD WAN Service Charges SDWAN Service (Sites)
- APPENDIX B TO EXHIBIT 1:** Managed Service SDWAN Service (Sites)
- APPENDIX C TO EXHIBIT 1:** Customer Carrier Letter Of Authorization (“LOA”)

Upon execution hereof, for the Sites detailed herein, Customer shall purchase the Services listed in Appendix A (“SD-WAN SERVICE CHARGES, LIST OF AT&T EQUIPMENT”).

1. General Description of Services

- A.** Upon execution hereof, Customer shall purchase the Services listed in Appendix A and Customer is agreeing to deploy the Services at 6 initial sites detailed in Appendix A to The Pricing Schedule. Additional sites beyond 6 will be added via the change order process.

AT&T will provide services, hardware and software to the Customer related to a Software-defined wide area network (“SD-WAN Service”). Through the installation, configuration and management of AT&T Equipment installed at Customer-designated locations (“Site(s)”) and AT&T-owned gateway devices located in the cloud, Customer will be able to access and utilize the SD-WAN Service. The AT&T Equipment to be located at the Site(s) are edge devices (“Edge Device(s)”).

NOTE: The SD-WAN Service is independent of physical transport (and providers of said transport). The SD-WAN Service requires Customer to provide direct Internet access for each Edge Device, which Customer must procure via separate contract with AT&T or another provider.

- B.** The SD-WAN Service may include the following physical and logical elements, depending on the features Customer selects:

- i. Edge Device(s) – AT&T Equipment installed at Customer Site(s).
- ii. Cloud Orchestrator – AT&T Equipment that is cloud-based and utilized for device policy management, real time monitoring, and remote diagnostics.
- iii. Cloud Gateway – AT&T Equipment that is cloud-based and utilized to provide optimized secure access to public Cloud Service Providers (“CSP’s”).
- iv. Edge Device Bypass to Internet (feature of either Enterprise or Premium Subscription) - Based on the business priority of application traffic or explicit service chaining policy, select Internet-destined traffic from an Edge Device may be steered onto one (1) WAN circuit and bypass the Edge Device’s assigned Cloud Gateway. This connectivity is best suited for low priority, non-critical traffic.

- C.** The SD-WAN Service allows many connection options, a few examples of which are listed below. The SD-WAN Service requires a licensed subscription to be purchased on a per Edge Device basis (“Subscription”). The Subscriptions are available at two levels of service:

i. **“Enterprise-level License”** – This license applies to one Edge Device and a shared Cloud Orchestrator. The Enterprise Subscription facilitates the Edge Devices being able to access other Sites with Edge Devices. Edge Devices may connect to one or more other Edge Devices deployed on-Site at Customer datacenters that are configured by AT&T in a hub role. These Edge Devices will have ‘always-on’ tunnels to the designated hubs (“Hubs”). Hubs can include any public or private circuit into the SD-WAN virtualized WAN bundle.

ii. **“Premium-level License”** – This license includes everything in the Enterprise License plus use of Cloud Gateways for optimized access to CSP’s. The Premium Subscription facilitates the Edge Devices being able to access cloud software-as-a-service (SaaS) and infrastructure-as-a-service (IaaS) datacenters via Cloud Gateways. Each Edge Device will have a primary and secondary Cloud Gateway for accessing the cloud. The Edge Devices will have ‘always-on’ tunnels to their respective cloud gateways for SaaS/IaaS access. The Cloud Gateways typically include one or more public circuits into the virtualized WAN bundle. CSP-deployed SaaS/IaaS Gateways may include their own private circuits from Customer Site in the virtualized SD-WAN.



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2. Start-Up and Project Management

A. Service Commencement

AT&T requires a minimum of five (5) business days from the Effective Date of this SOW to initiate scheduling of the installation of the SD-WAN Service. Expedite charges will apply if Customer requires a shorter deployment timeframe.

B. Project Management: AT&T Responsibilities

AT&T will provide project management via our Life Cycle Management Team for the installation period and set up installation dates ("Scheduled Date for Installation"). The AT&T project manager will function as a single point of contact for all in-scope deployment activities. The project manager will oversee the development of the project plan and will coordinate and manage deployment activities within the scope of this SOW. The Project Manager will:

- Schedule and host project calls with Customer
 - Conduct initial project kick-off meeting
 - Conduct project status calls
- Document required project elements and track to completion
- Coordinate the ordering and delivery of the AT&T Equipment
- Coordinate the installation of the SD-WAN Service
- Documentation of project plan
- Coordinate the scheduling and the turn up of the network monitoring services outlined in this SOW.

In the event additional Project Management Services are needed after the installation is complete, the parties will execute a Change Order for those Services at the rates specified in Table A1.2 in Appendix A of the SOW.

C. Project Management: Customer Responsibilities. Customer shall be responsible for the following:

1. Designating a single point of contact who will:
 - a. Provide the AT&T SPOC with requested installation target dates for review.
 - b. Be responsible for accurately defining Customer requirements.
 - c. Verify and document Site readiness and/or order a Site Survey.
 - d. Act as Customer contact for scheduling, coordination, change control, escalation, staging, installation, and Acceptance activities hereunder.
2. Implement any required additions, changes, or deletions in equipment and or facilities for the Site prior to the scheduled Date for Installation.
3. Verify that AT&T's requests for information or documentation are delivered within the agreed upon timeframe.
4. Identify primary and backup on-Site contacts for all Sites, which persons shall be accountable to provide any special Site access, clearance, escort, safety training, or information required. The Site contact(s) shall interface with other organizations as required.
5. Notify the AT&T SPOC of any schedule changes at least ten (10) business days prior to any Scheduled Date of activity.
6. Provide adequate secured storage areas at each Site.
7. Agree to a specific "freeze date" after which time no modifications shall be accepted prior to the Installation being started and Accepted. Emergency changes shall be evaluated on a case-by-case basis.
8. Provide project escalation, technical, and management support to AT&T as needed.

3. Schedule for AT&T Equipment Shipment

AT&T will schedule shipment of the AT&T Equipment to arrive at the Site prior to the Scheduled Date for installation. AT&T will notify Customer five (5) business days in advance of a Scheduled Date for Installation if the AT&T Equipment delivery will be delayed and will work with Customer to re-schedule the Installation.



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4. Design

With respect to the development of the design, in the event the initial bandwidth and equipment assumptions are inaccurate, the parties will execute a Change Order to reflect the differing requirements. AT&T will work with Customer to complete the following:

- Validate that the AT&T Equipment list is accurate to support Customer needs.
- Complete the SD-WAN initial data gathering document with Customer.
 - Conduct an Engineering Working Session with Customer to review required information and assist Customer in completion of the initial data gathering document.
- Review Customer's existing routing and transport network as it relates to implementation of the SD-WAN Service and determine any changes or additional service components Customer may need. Note: any changes and additional service components shall be contracted by the parties via the Change Control process.
- High Level Design (if required and as appropriate) – Site types, LAN side integration, Customer traffic profile analysis, integration of services, response to basic Customer environment integration (LAN integration questions)
- Low Level Design – standard and Customer-specific configuration. Develop Orchestrator configuration, IP addressing scheme (to be assigned by Customer), network management scheme.
 - Assess existing LAN/WAN and define configurations for implementation.
 - Existing device configuration review.
 - Low Level Design – standard and Customer-specific configuration
- **IP SEC Tunnel Support:**

SDWAN SERVICE does not support remote access and only supports Tunnels for connectivity to non-Customer locations (i.e., only to be used for access to Cloud services or for vendor/partner connections). Below are tunnel types

 - Non-Velo sites (NVS)
 - Non Velo Gateway (NVG)
 - Cloud Security Services (CSS)

5. Installation of AT&T Equipment

A. Engineering

- I. Creation of Customer Orchestrator instance
- II. Creation of Hub and Remote Site business policies and profiles
 - e.g. Hub Profile / Branch (Remote) Profile
 - i. Additional Profiles may be allowed as deemed necessary by Customer or AT&T
 - Implementation of AT&T Equipment (Edge Device) in Customer's network.

B. AT&T Equipment Installation

AT&T will install the AT&T Equipment at Customer Site(s) as follows:

- (a) Locate and unpack AT&T Equipment at each Site
- (b) Connect all cabling as directed by remote engineers
- (c) Load new configurations and/or perform AT&T Equipment registration
- (d) Connect the new or existing circuit(s) to new AT&T Equipment
- (e) AT&T Equipment Activation
- (f) AT&T will execute standard connectivity testing and will complete an inventory including logging the serial numbers of the AT&T Equipment and affixing basic cable tags.
- (g) Connect the AT&T Equipment to Customer LAN device (LAN Migration)
- (h) Assist with QA testing
- (i) AT&T will create AT&T Equipment profiles at specified locations: one (1) hub location and all remote Sites.

- C. **Site Not Ready.** If, upon arrival, the Site is not ready for the Installation (if a Site Survey was performed such preparation would be in accordance with said Site Survey), AT&T will contact Customer SPOC for escalation. AT&T shall discontinue work until able to proceed. Rescheduling of Installation may be required, dependent upon the preparation activities required to be performed.

E. Customer Responsibilities

Customer is responsible for all transport and Internet arrangements with appropriate providers(s).



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For each Site Installation, Customer must provide AT&T with the following:

- Site location and address.
- Local Customer contact and phone number at the Site.
- Access hours for Site availability.
- Remote support contact and/or contact phone/bridge number.
- Ethernet Port on Customer-owned router(s) and cables to connect to Customer-owned router(s).
- Preparation of the Site to make sure it is ready for the Installation.
- Any special instructions.

Customer is responsible to ensure the functional routing, Quality of Service (QoS), and security policies for applications using different types of physical network and for the integration of the Service with existing routing.

F. Customer-Provided IP Addresses

Customer must provide dedicated, fixed IP addresses on its internal IP-based network and valid IP addresses on their internal routable IP space for each item of AT&T Equipment deployed.

6. AT&T Managed Service.

Following Acceptance of the Service at each Site, AT&T will monitor and manage the AT&T Equipment (“Managed Service”) as detailed in **APPENDIX B TO EXHIBIT 1.**

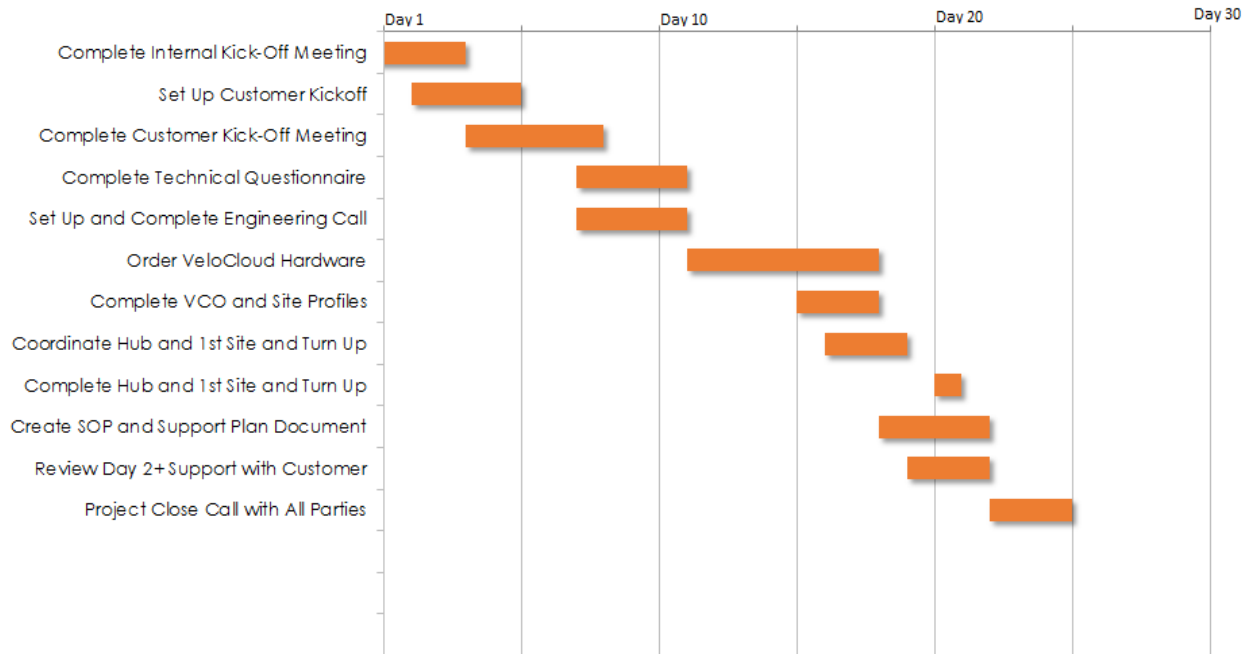
7. Deployment Timeframes

Estimated Deployment timeframes for a single Hub and Remote Site and a general project flow are outlined below. The timelines are based on the assumption that AT&T has received a valid PO for the project. In the event Customer adds additional Hub and remote locations, deployment timeframes are likely to be extended. The Installation process is dependent upon Customer security and having available the necessary transport (see Section 5(d) above).

Task	Responsible	Days
Complete Internal Kick-Off Meeting	AT&T	4
Setup Customer Kickoff	AT&T	4
Complete Customer Kick-Off Meeting	AT&T/Customer	5
Complete Technical Questionnaire	Customer	4
Set Up and Complete Engineering call	AT&T	4
Order AT&T Equipment	AT&T	7
Complete orchestrator and Site Profiles	AT&T	3
Coordinate Hub and 1 st Site and Turn Up	AT&T/Customer	3
Complete Hub and 1 st Site and Turn Up	AT&T/Customer	1
Create SOP and Support Plan Document	AT&T/Customer	4
Review Day 2+ Support with Customer	AT&T/Customer	3
Project Close Call with all parties	AT&T	3



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8. End of Engagement: AT&T Equipment De-installation

At the end of the Term of this SOW, including any extensions thereof, AT&T will contact Customer to schedule de-installation of the AT&T Equipment at a mutually agreed date. As part of this de-installation, Customer shall be responsible for removing equipment from network, re-packing and shipping, at Customer's expense, the AT&T Equipment (including all cabling) to the AT&T-designated return location. Any Customer-provided items (equipment, Site cabling, power, etc.) will not be de-installed by AT&T. Note: Customer is responsible for paying the charges for the SD-WAN Service until de-installation and return of all AT&T Equipment at all Sites is completed.

9. Project Governance

A. Reserved

B. Acceptance of Installation Services:

AT&T shall validate the process steps to achieve Acceptance of the Installation Services in consultation with Customer during the start-up period for the Project. Should Customer not accept the Installation, AT&T will request a written explanation of Customer's reason for not so accepting within five (5) business days. AT&T shall address Customer's issue(s) within ten (10) business days after the receipt of such notice. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

C. Engagement Contacts

Customer:

Name, Title,
Address, Contact Information (Phone, email, etc.)

AT&T:

Michael Reckley
11760 US Hwy 1 North Palm Beach, FL 33408
Mr5231@att.com



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D. Installation Service Hours

Installation Services provided under this SOW shall be performed during Monday through Friday, 8:00AM to 5:00PM, local time ("Normal Business Hours" or "NBH"). Installations during Monday through Sunday after 5:00PM up to 6:00AM the next day, local time ("Outside Normal Business Hours" or "ONBH"), excluding public holidays is available at an additional charge.

10. Term and Termination

- (a) Reserved.
- (b) This SOW shall be in effect for a term starting from the Effective Date up to the expiration of any Minimum Payment Period(s) as defined below, ("Term"). Customer is required to purchase Services for a Minimum Payment Period ("MPP") of twelve (12) months per Site (each a "Minimum Payment Period"), commencing upon the Effective Date of this agreement.
- (c) The Minimum Payment Period for each Site shall apply to the ordered Services specifications (AT&T Equipment and Subscription License Types) as set forth in the Appendix A To Exhibit 1. Changes to the ordered Service specifications are subject to changes in the Service charges, early termination charges (for downgrade Orders) or to a new Minimum Payment Period (for upgrade Orders).
- (d) At least ninety (90) days prior to the end of the Minimum Payment Period at the first Site, the parties shall discuss extension of the Services, the applicable terms, and pricing. In the event the parties decide to mutually extend the Service, such extension shall be handled in accordance with the Change Control Process.
- (e) In the event Customer terminates all or any portion of the Services for any reason other than for AT&T's uncured material breach prior to the end of any Minimum Payment Period(s): (i) Customer must provide AT&T thirty (30) days' written notice and (ii) Customer shall be responsible to pay the total Monthly Recurring Charges ("MRC") for all Sites multiplied by the number of months remaining in the Minimum Payment Period(s), plus any one-time Service fees, charges and expenses incurred up until the date of termination.
- (f) Customer shall promptly remove all SD-WAN Edge Devices delivered under this SOW and return to AT&T within seven (7) days. The Equipment must be in good working order and without any damage, reasonable wear and tear excepted. The transportation costs (including insurance) from Customer to AT&T shall be the responsibility of Customer.
- (g) Invoicing for the Services will commence thirty (30) days after device is shipped from manufacturer or upon the physical installation (Activation) of the AT&T Equipment at each of the Customer Site(s), which ever event happen first, unless Customer terminates the Services prior to the expiration of the Minimum Payment Period(s), in which case Customer will be responsible to pay the charges outlined in 10(e) above.



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APPENDIX A TO EXHIBIT 1: SDWAN SERVICE CHARGES

A.1 SD WAN SERVICE CHARGES

SD WAN Service Monthly Recurring Charges				
SD WAN Components	QTY	Unit Price	Months	Total
Service Operations Manager – SOM FTE (US Based) Only applies to full deployment	0	\$8,725.00	12	\$0.00
VCE 510 and 610 (including HA) Proactive Monitoring and Management, Project Management and Integrated Service Desk for Maintenance Activity (Per Device Per Month). Includes (1) wired circuit monitored per device.	2	\$130.00	12	\$3,120.00
Optional VCE 510LTE and 610LTE (including HA) Proactive Monitoring and Management, Project Management and Integrated Service Desk for Maintenance Activity (Per Device Per Month). Includes (1) wired and (1) LTE circuit monitored per device.	0	\$150.00	12	\$0.00
VCE 620, 620N, 640, 640N and 680 (including HA) Proactive Monitoring and Management, Project Management and Integrated Service Desk for Maintenance Activity (Per Device Per Month). Includes (1) wired circuit monitored per device.	2	\$145.00	12	\$3,480.00
VCE 3400 and 3800 (including HA) Proactive Monitoring and Management, Project Management and Integrated Service Desk for Maintenance Activity (Per Device Per Month). Includes (1) wired circuit monitored per device.	4	\$170.00	12	\$8,160.00

SD WAN Service Non-Recurring Charges	
Network Deployment/Equipment Cutover Costs/On-site Support – US Locations	Non-Recurring
Installation Coordination with Customer or AT&T provided On-Site Technician	\$240/site
Initial SD WAN Design and Engineering	\$ 50,750.00

Service Subscriptions Monthly Charges						
Site Bandwidth License	Description	SKU 12 Month	QTY	Unit Price	Months	Total
Data Center 1 (HA)	U.S. Federal VMware SD-WAN 10 Gbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-010G-T-12M-F	2	\$1,703.00	12	\$40,872.00
Data Center 2 (HA)	U.S. Federal VMware SD-WAN 10 Gbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-010G-T-12M-F	2	\$1,703.00	12	\$40,872.00
10M Site Single	U.S. Federal VMware SD-WAN 10 Mbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-010M-T-12M-F	0	\$38.00	12	\$0.00
25M Site Single	U.S. Federal VMware SD-WAN 30 Mbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-030M-T-12M-F	1	\$64.00	12	\$768.00
50M Site Single	U.S. Federal VMware SD-WAN 50 Mbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-050M-T-12M-F	1	\$100.00	12	\$1,200.00
100M Site Single	U.S. Federal VMware SD-WAN 100 Mbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-100M-T-12M-F	1	\$130.00	12	\$1,560.00
250M Site Single	U.S. Federal VMware SD-WAN 350 Mbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-350M-T-12M-F	1	\$306.00	12	\$3,672.00
500M Site Single	U.S. Federal VMware SD-WAN 500 Mbps Premium Service Subscription for 1 year, Monthly, Hosted SD-WAN Orchestrator with Hosted SD-WAN Gateway , VeloCloud Production Support Total (L1-4). U.S. Citizen / U.S. Soil Technical Support.	VC-SDW-P-HH-500M-T-12M-F	0	\$388.00	12	\$0.00



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Non-Recurring Hardware Charges (12 Month Rental)					
Site Bandwidth License	Description	Hardware SKU 12 Month	QTY	Unit Price	Total Hardware
Data Center 1 (HA)	U.S. Federal VMware SD-WAN Edge 3810 Appliance, Deployment: Hosted Orchestrator for 1 year. Intended where TAA compliance is required.	VC-3810-SO-12-P-F	2	\$6,385.00	\$12,770.00
Data Center 2 (HA)	U.S. Federal VMware SD-WAN Edge 3810 Appliance, Deployment: Hosted Orchestrator for 1 year. Intended where TAA compliance is required.	VC-3810-SO-12-P-F	2	\$6,385.00	\$12,770.00
10M Site Single	U.S. Federal VMware SD-WAN Edge 610N Appliance, Deployment: Hosted Orchestrator for 1 year	VC-610N-SO-12-P-F	0	\$532.00	\$0.00
25M Site Single	U.S. Federal VMware SD-WAN Edge 610N Appliance, Deployment: Hosted Orchestrator for 1 year	VC-610N-SO-12-P-F	2	\$532.00	\$1,064.00
50M Site Single	U.S. Federal VMware SD-WAN Edge 610N Appliance, Deployment: Hosted Orchestrator for 1 year	VC-610N-SO-12-P-F	1	\$532.00	\$532.00
100M Site Single	U.S. Federal VMware SD-WAN Edge 620N Appliance, Deployment: Hosted Orchestrator for 1 year	VC-620N-SO-12-P-F	1	\$905.00	\$905.00
250M Site Single	U.S. Federal VMware SD-WAN Edge 680N Appliance, Deployment: Hosted Orchestrator for 1 year	VC-680N-SO-12-P-F	2	\$2,425.00	\$4,850.00
500M Site Single	U.S. Federal VMware SD-WAN Edge 680N Appliance, Deployment: Hosted Orchestrator for 1 year	VC-680N-SO-12-P-F	0	\$2,425.00	\$0.00
Non- Recurring Hardware Replacement Charges					
Site Bandwidth License	Description	Hardware Replacement SKU 12 Month	QTY	Unit Price	Total
Data Center 1 (HA)	U.S. Federal VMware SD-WAN Edge Replacement Service Upgrade to 4-Hour 24x7 Delivery, Subscription for 1 year, Prepaid, for Edge 3810. Subject to availability.	VC-EDG-4H7-3810-UPG-12P-F	2	\$887.00	\$1,774.00
Data Center 2 (HA)	U.S. Federal VMware SD-WAN Edge Replacement Service Upgrade to 4-Hour 24x7 Delivery, Subscription for 1 year, Prepaid, for Edge 3810. Subject to availability.	VC-EDG-4H7-3810-UPG-12P-F	2	\$887.00	\$1,774.00

Standard Connectivity is Ethernet (RJ45) (CAT5e or better) cable connections. In the event an adapter (SFP module) is required, additional charges apply. See Table B.1.2 - Miscellaneous Charges in Appendix A of the SOW for details.

Media Converter are not supported in-line with the AT&T Equipment.



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A.1.2 MISCELLANEOUS CHARGES: In the event Customer requires a Change Order for additional work or Additional project hr., the following Charges apply to that scope:

Description	Unit Charge	Monthly Recurring Charge ("MRC")	Qty	Ext OTC Charge	Ext MRC Charge
Monitoring and Management of LTE appliance for backup (optional service)	N/A	\$16.00	TBD	N/A	TBD
Additional Carrier Circuit Monitoring and Repair Coordination (Above 2 WAN Connections)	N/A	\$10.00	TBD	N/A	TBD
Rack Mount Kits	Unit Charge	MRC	Qty	Ext Charge	Ext MRC Charge
Rack Mount Kit - VC-EDG-RMB-P (VCE510,VCE510-LTE,VCE610,VCE620,VCE640)	\$50.00	N/A	TBD	TBD	N/A
Dmarc Extension	Unit Charge	MRC	Qty	Ext Charge	Ext MRC Charge
Level 3 Dmarc Extension - ICB	Determined after Site Survey	N/A	TBD	TBD	N/A



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Description	Unit Charge	Monthly Recurring Charge ("MRC")	Qty	Ext OTC Charge	Ext MRC Charge
Optional Professional Service Charge – Per Device Move Additional labor billed using Network Engineering Hourly Rate – Normal Business Hours	\$200/hour	N/A	TBD	TBD	N/A
Optional Professional Service Charge – Per Device Upgrade Additional labor billed using Network Engineering Hourly Rate – Normal Business Hours. Device upgrade will affect MRC	\$200/hour	N/A	TBD	TBD	N/A
Network Engineering Hourly Rate – Normal Business Hours	\$200/hour	N/A	TBD	TBD	N/A
Network Engineering Hourly Rate – Outside Normal Business Hours	\$300/hour	N/A	TBD	TBD	N/A
Security Engineering Hourly Rate – Normal Business Hours	\$250/hour	N/A	TBD	TBD	N/A
Security Engineering Hourly Rate – Outside Normal Business Hours	\$350/hour	N/A	TBD	TBD	N/A
Description	Unit Charge	Monthly Recurring Charge ("MRC")	Qty	Ext OTC Charge	Ext MRC Charge
Re-Design – Additional Engineering hrs. required after Customer acceptance of approved design. Charge is applied when additional design hrs. are needed after the customer acceptance of approved design	\$200.00/hour	N/A	TBD	TBD	N/A
TOTAL ONE-TIME CHARGES				TBD	N/A
TOTAL MISC MRC CHARGES				N/A	TBD



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A.1.2 Supported SFP's: - Customer responsible for the purchase and availability at installation of SFP Module.

Description	Speed	Interface	Dell SFP Model
Dell Networking, Transceiver, SFP, 1000BASE-T - up to 100 m	1G	Copper	407-BBOS
Dell SFP Optical Transceiver 1000Base-SX	1G	SX	407-BBOR
Dell SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1G	SR	407-BBVJ
Dell Networking Transceiver SFP 1000BLX 1310nm	1G	LX	407-BBOO
Dell Networking, Transceiver, SFP, 1000BASE-T - up to 100 m	1G	Copper	407-BBOS
Dell SFP Optical Transceiver 1000Base-SX	1G	SX	407-BBOR
Dell SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1G-10G	SR	407-BBVJ
Networking Transceiver SFP+ 10GBE SR 850nm	10G	SR	407-BBOU
Dell Networking Transceiver SFP 1000BLX 1310nm	1G	LX	407-BBOO
Dell 10GBase-SR 300m 850nm SFP+ transceiver	10G	LR	407-BBOP
Dell Networking, Transceiver, SFP+, LC, LR, 10G, CUS	10G	LR	407-BBZV
Dell Networking, Transceiver, SFP, 1000BASE-T - up to 100 m	1G	Copper	407-BBOS
Dell SFP+, SR, Optical Transceiver, Intel, 10Gb-1Gb	1G-10G	SR	407-BBVJ
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300-meter Reach	10G	SR	407-BBOU
Dell Networking, Transceiver, SFP+, 10GbE, LR, 1310nm Wavelength, 10km Reach	10G	LR	407-BBOP
Dell Networking, Transceiver, SFP+, LC, LR, 10G, CUS	10G	LR	407-BBZV

ADDITIONAL PRICING TERMS

- A. Defined Scope.** Pricing is based on the currently defined scope. Any additions or changes to this SOW will necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control. In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer the T&M Rate per AT&T consultant for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process outlined in Article II of the Contract.
- B.** In the event that the scope of work changes from this SOW or AT&T is requested to perform Services outside of Normal Business Hours, AT&T will bill Customer the T&M Rate for the additional time spent on the change requests. All such out of scope matters will be handled via the Change Control process.
- C.** Pricing assumes the current AT&T WIDE AREA NETWORK (WAN) SERVICES SOW and associated charges remain in place for sites converted to AT&T's SD-WAN Service.
- D. Rescheduling Charge.** All Scheduled Dates for Services shall be subject to a rescheduling charge of three hundred fifty dollars (\$350.00) should Customer request a change of date within five (5) business days and a rescheduling charge of five hundred dollars (\$500.00) should Customer request a change of date within two (2) business day of the Scheduled Date. If the rescheduled Service request requires an expedite (less than five (5) business days' notice), then expedite charges will also apply. Reschedule and expedite charges are assessed on a per incident basis and are invoiced monthly.
- E. Turn-away Charge.** In the event Customer turns away the technician on the Scheduled Date of Installation, Customer will be charged a minimum of two (2) hours and a maximum of eight (8) hours at the T&M Rate.
- F. Taxes.** All Charges exclude any applicable taxes.
- G. SFP Modules.** SFP Modules are consumables, once ordered and delivered they are neither refundable nor exchangeable.



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APPENDIX B TO EXHIBIT 1: MANAGED SERVICE SDWAN SERVICE

1. Monitoring

AT&T will provide monitoring and reporting on a 7x24x365 basis with respect to the SD-WAN Service. AT&T will notify Customer when an outage occurs and will troubleshoot and isolate the issue and take corrective action. If the issue is related to the AT&T Equipment, AT&T will make arrangements to have it repaired or replaced based on the process mutually agreed upon by all parties. If the issue is related to a circuit problem, AT&T will open a trouble ticket with the appropriate carrier and follow the trouble ticket until it is resolved, and the service is restored. NOTE: Customer is required to execute the LOA in Appendix C To Exhibit 1 to facilitate AT&T's contact with the carrier. AT&T Network Operations Center ("NOC") is staffed around the clock 7 days a week (24/7) to provide the following Services: It is assumed that Carriers are Non-ISP.

- a) Proactive monitoring of the AT&T Equipment and Customer's Internet connections using alerts from the AT&T Equipment (i.e., orchestrator).

Monitor the following alarms:

- AT&T Equipment down: Validates device availability
- Velocloud Link Tunnel State (link up/down state): Validates VPN tunnel is up and operational on each carrier link connected to the AT&T Equipment (Edge Device)
- AT&T Equipment (gateway device) state: Validates availability
- Carrier network connections: Monitor Carrier connections for up/down status and errors

- b) Open an internal trouble ticket:

- Sequence Number
- Date and Time of Open
- Site Description
- Equipment Description
- Event Description
- Current Status

- c) Notify Customer of SD-WAN Service outage via mutually agreed upon contact policy and Standard Operating Procedure ("SOP") for event and outage type and communicate timescales and estimate time of resolution.

- d) Isolate incident to specific device or circuit and take proactive measures to resolve incidents or escalate as required.

- e) Maintain primary responsibility for incident resolution until SD-WAN Service is restored:

- Carrier Outage Repair (open trouble ticket, progress tracking, process escalation, resolution, closure)
- Troubleshoot network and hardware including Tier 1.5 and 2 support functions
- Provide vendor coordination support for failed hardware components either through hardware vendor maintenance contracts or AT&T direct equipment replacement spares program
- Coordinate on-Site AT&T technical resources and third parties
- Document all activities and escalate the issue to the designated party, engage in support of subsequent resolution activities and document resolution steps in the ticketing system when such fault resolution activities require a higher level of support such as that provided by Customer or designated vendor
- Engage the designated AT&T field services support restoration activities where fault resolution activities identify a need for on-Site presence (whether related to a hardware failure or inability to access the device remotely for issue resolution purposes)
- Recover any degraded devices or services within the defined SLO for said priority
- Provide a Service Desk ("SD") to manage Customer-reported incidents through closure.
- Language Supported: The standard language supported will be English but multi-lingual support will be quoted for an additional charge on a case by case basis.

- f) Hours of Coverage

AT&T's hours of operation for staff to perform incident management processing is Sunday – Saturday, 24hrs a day, 365 days per year. Service Requests are supported Mon-Fri 8am-5pm

- The Service Desk functions as a 2nd line behind Customer 1st Line Service Desk. The SD is the SPOC for all managed Services. The SD handles incidents and assigns the tickets to the appropriate service owner.



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g) The SD will manage incidents through closure as follows:

- Receiving service requests from Customer's 1st line Service Desk.
- Logging the incidents.
- Assigning priority based upon criticality.
- Resolving the incident if within SD skill level
- Maintain knowledge base and FAQ
- AT&T and Customer authorized personnel will determine the priority of the incident using the following guidelines:
 - Priority 1 incident - a problem that critically impacts Customer's ability to do business.
 - Priority 2 incident - a problem that significantly impacts Customer's ability to do business.
 - Priority 3 incident - a minor problem that negligibly impacts Customer's ability to do business.
- Route the incident, after the triage and priority determination, to the appropriate group:
 - Dispatching on-Site support for AT&T Equipment repair
 - Dispatching a contracted Service Provider (AT&T or third party) for carrier circuit repair
 - Correctly routing the incident to the defined resolver group for the affected service
 - Escalating the incident to a higher-level remote support facility for further analysis
 - Escalating back to a group within Customer's organization
- Monitoring resolution of the incident.
- Updating the status of the incident.
- Closing the incident when completed, with notes
- The following are communication methods for Customer to engage AT&T for incidents:
 - Phone: toll-free (where available) telephone number.
 - E-mail: an email address that is monitored 24x7x365.
 - Online Web Portal – Web portal to review, update and create reports on tickets
- AT&T will produce Reporting for all associated SD-WAN incidents utilising the raw data from the ticketing system around time to fix, RCA (root cause analysis) from the relevant resolver group, corrective actions, owners and timeframe to rectify.

h) Incident Management/Notification

An incident ticket ("Ticket") will be opened in the incident management system. The Ticket reference number will be provided to Customer by return acknowledgement transaction via E-mail, or directly to Customer personnel while on the telephone.

i) Support Engagement Process

Customer can engage AT&T using the current methods used in the support of the AT&T WIDE AREA NETWORK (WAN) SERVICE SOW.

j) Customer Web Portal

AT&T will provide a Web Portal for Ticket creation, status, updates, and overall SD-WAN status. Notification can be customized for each remote Site based on time of day, event severity, and contact method. Contact methods include email, page, and phone call. For security reasons, multiple authentications may be required to access certain parts of Web Portal. The following core functions are accessible via Web Portal:

- **Order Status**
Allows Customer to track all the pertinent information and dates for each Site related to new installations or MACDs.
- **Trouble Ticketing**
Allows Customer to track all the pertinent information and related to any open incidents or outages. Service Level Objective (SLO) documentation is provided for outages, latency, and packet loss. A real-time view is also available to allow Customer to see active trouble tickets in real time.
- **SD-WAN Management**
This provides circuit, hardware, and maintenance agreement inventory information.



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2. AT&T Equipment Replacement

As part of the Services, and complementing the existing hardware maintenance program, AT&T will coordinate Equipment replacement for Customer in the event AT&T Equipment fails and needs to be replaced at Customer remote Site. AT&T will also provide Equipment Replacement service upon Customer request for an additional charge.

a. Software Updates – AT&T Equipment

Bug Fixes, Maintenance releases, and accompanying documentation are made available via email notification prior to the action. AT&T will provide Customer with notification of patches, bug scrubs/fixes and other enhancement through email and the support tool.

b. Return to Factory Repair/Replacement – AT&T Equipment

- All AT&T Equipment must be authorized and assigned a Return Materials Authorization (“RMA”) number in advance by AT&T. The RMA process can be initiated by the AT&T NOC or by Customer contacting the NOC.
- With respect to the replacement devices, AT&T reserves the option to repair or replace the returned device, and the replacement device may be either refurbished or new.

Additional Customer Responsibilities:

- Customer is responsible for maintaining current maintenance agreements and associating AT&T with any existing or new maintenance agreements.

3. Moves, Adds, Changes, Deletes (MACDs)

Minor Moves, Adds, Changes, and Deletes (“MACD”) related to the AT&T Equipment (Edge Device). Any MACD to be performed must be scheduled by Customer through a MACD request ticket. AT&T will respond to Customer’ telephoned requests for assistance on a 7x24 hour basis X 365 days.

Minor Remote Changes. A minor remote change affects a single Supported Device and can be performed remotely by a NOC technician. Up to three (3) minor MACD changes per month, per Customer are included in the price of the Managed Service. Additional minor remote changes will be charged at Normal Business Hours – Remote Network Engineer - hourly rate. (Billed in fifteen (15) minute increments).

Complex Remote Changes. Complex remote changes are performed by persons skilled and certified at the appropriate level. Complex remote changes that are performed on AT&T Equipment could have an impact on other AT&T Equipment or Sites. Because these changes involve an element of risk and require a back out plan in case problems are encountered, precautionary measures such as backup are taken into account. All Complex remote changes will be priced and agreed subject to the Change Control process and such activities are not included in the MRC charges for this Managed Service.

Onsite Changes. On-Site changes are performed by designated field service providers at the Site and such changes may be either minor or complex. All complex on-Site MAC will be priced and agreed subject to the Change Control process.

Emergency Changes.

Normal Business Hours – AT&T will perform during normal business and be charged at Normal Business Hours – Remote Network Engineer - hourly rate. (Billed in fifteen (15) minute increments, Minimum one (1) hour)

Non-Business Hours- AT&T will perform during normal business and be charged at non-normal business hours – Remote Network Engineer - hourly rate. (Billed in fifteen (15) minute increments, Minimum one (1) hour)

Move Add Change Delete (MACD) Execution:

- a) All non-emergency MACD changes within a customer’s network will be made during normal business hours (Monday – Friday, 8am-5pm EST).
- b) AT&T will acknowledge a MACD request on the same day for those requests received before 5pm EST. MACD requests received after 5pm will be responded to by the next business day. MACDs will be executed within forty-eight (48) hours of the initial request, subject to Customer coordination.
- c) Emergency MACDs will have a best effort made to be addressed within four (4) business hours.



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- d) Customer will engage AT&T for MACDs via the engagement methods outlined above.



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Service Level Objectives

Service Level Objectives – AT&T will work with Customer to define critical systems and incidents and categorize according to the Service Level Objective Criticality Levels defined in the table below.

SLO Table

SLO Criticality Level	SLO – Time to Respond (Minutes)	SLO – Time to Escalate (clock hours)	SLO – Time to Resolution, Dispatch not Required (clock hours)	SLO Time to Resolution, Dispatch Required (clock hours)	SLO Time to Resolution, Dispatch Required Between 5p and 8a Local Time (clock hours)
Critical	Business Hours: 5 After Hours: 15	1	2	4	6
High	15	3	6	6	6
Medium	30	12	24	24	N/A
Low	120	48	72	72	N/A

SLO Customer Requirements:

- Customer will maintain current service contracts for all equipment covered under these SLOs. Service Agreements should be set at a level as to allow for SLO timeframes to be met.
- Customer will have personnel on Site to assist with initial troubleshooting, to verify power at the Site and to allow access by AT&T technician if necessary.



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APPENDIX C TO EXHIBIT 1: CUSTOMER CARRIER LETTER OF AUTHORIZATION (“LOA”)

DATE:

LETTER OF AUTHORIZATION – CARRIER SERVICES COORDINATION

The State of Michigan hereby authorizes Configure Inc., a sub-contractor of AT&T, to act as our Agent to handle all arrangements with all Telecommunications Carriers for the purposes of information gathering and maintenance. By this Letter we do hereby authorize Configure Inc, a sub-contractor of AT&T, to act as our communications Agent to: open, update and close maintenance tickets, direct maintenance activity and obtain account information associated with the account and any other Customer information needed (all locations inclusive).

Telecommunications Carriers included in this Master LOA are defined as, but not limited to: AT&T, Sprint, Verizon, other common carriers (OCC's or SCC's), ILEC's and CLEC's

Thank you,

Name:

Title:

Company:

Phone:

Email:

The following shall be added to Article I, Section 1.103 of the Contract:

DATA SECURITY REQUIREMENTS

Throughout the Term and at all times in connection with its actual or required performance of the Services, AT&T will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the Customer's Confidential Information that comply with the requirements of the Customer's data security policies as set forth in the attached **Appendix D**.

Appendix D – DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“**Contractor**” means AT&T Corp. also referred to in the Agreement as AT&T.

“**State**” means the State of Michigan also referred to in the Agreement as Customer.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosting Provider**” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State's IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

“**State Data**” is that data described in Article II, Section 2.263 of the Contract as the “State's Data.”

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and

- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

This responsibility also extends to all service providers and subcontractors with access to State Data or an ability to impact the contracted solution. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see <https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Law-and-Policies/IT-Policy/13400013002-Acceptable-Use-of-Information-Technology-Standard.pdf>

All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs.

5.3 ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6 take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "malicious actors" and others who may seek, without

authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1 During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2 Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize

disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3 During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4 With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans should be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations.

9.2 Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete the scanning and the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

(a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).

(b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1 Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE F - DISASTER RECOVERY PLAN

(Contractor's Disaster Recovery Plan is to be included as an attachment)



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 **14**
 to
 Contract Number **071B5500011**

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
		517-284-7454	
		AdrianA1@Michigan.gov	
	Contract Administrator	KeriAnn Trumble	DTMB
		(989) 259-2625	
		trumblek1@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 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 13, 2022

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$82,631,487.00	\$0.00	\$82,631,487.00

DESCRIPTION

Effective 12/7/2021, AT&T's Account Manager is changed to Deborah Guenther. 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
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **13**
 to
 Contract Number **071B5500011**

CONTRACTOR	AT & T SERVICES INC
	221 N. Washington Square
	Lansing, MI 48933
	Robert O'Brien
	517-334-3614
	ro361@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
		AdrianA1@Michigan.gov	
	Contract Administrator	KeriAnn Trumble	DTMB
		989-259-2625	
		trumblek1@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 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 13, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Effective 8/30/2021, the following pricing schedule and amendment are incorporated into this Contract, per Attachment A. This change includes the following:

- AT&T High Speed Internet – Enterprise Pricing Schedule
- AT&T Amendment to Pricing Schedule for AT&T Switched Ethernet Service (with Network On Demand)

Please note the Contract Administrator has been 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.

Attachment A
August 30, 2021



AT&T MA Reference No. 149943UA
AT&T Signature Page

Customer	AT&T
State of Michigan Street Address: DTMB TELECOM,611 W OTTAWA 3RD FLOOR City: Lansing State/Province: MI Zip Code: 48909 Country: US	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: David Wilson Title: Mrr. Street Address: : DTMB NTS,611 W OTTAWA 3RD FLOOR City: Lansing State/Province: MI Zip Code: 48909 Country: US Telephone: 517-241-0257 Fax: Email: wilsond7@michigan.gov	Street Address: 23500 NORTHWESTERN HWY BLDG W City: Southfield State/Province: MI Zip Code: 48075 Country: US With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement 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 Agreement null and void, except for changes expressly authorized by the terms of this Agreement.

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective. If Customer is purchasing Voice Over IP services, the following additional language applies: The undersigned, on behalf of Customer, acknowledges that Customer 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 at http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP . Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a nonnative or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Document(s) Appended:

- AT&T High Speed Internet – Enterprise Pricing Schedule
- AT&T Amendment to Pricing Schedule for AT&T Switched Ethernet ServiceSM (with Network On Demand)

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



Sales Contact Information
O'BRIEN; ROBERT
+1 5173343614
ro6361@exo.att.com

eSign Fax Cover Sheet Contract Id: 2283691

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

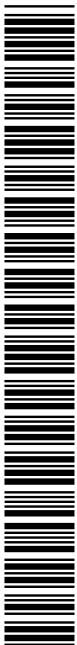
Total Pages: 4
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2283691
 - II. All Pages stamped with Contract Id: 2283691
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2414444
Contract Id: 2283691



AT&T MA Reference No. 149943UA
 AT&T PS Contract ID HSIA-E1018986

**AT&T HIGH SPEED INTERNET - ENTERPRISE
 PRICING SCHEDULE**

Customer	AT&T
STATE OF MICHIGAN Street Address: DMB TELECOM,611 W OTTAWA 3RD FLOOR City: LANSING State/Province: MI Zip Code: 48909 Country: US	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Dave Wilson Title: Mr Street Address: DTMB NTS City: LANSING State/Province: MI Zip Code: 48909 Country: US Telephone: 517-241-0257 Email: wilsond7@michigan.gov	Name: ROBERT O'BRIEN Street Address: 23500 NORTHWESTERN HWY BLDG W City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: US Telephone: 517-334-3614 Email: ro6361@exo.att.com Sales/Branch Manager: JEFFREY MAGGI SCVP Name: JEFFREY MAGGI Sales Strata: BNS Sales Region: USA 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.

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

AT&T and Customer Confidential Information

**AT&T HIGH SPEED INTERNET - ENTERPRISE
 PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the AT&T High Speed Internet - Enterprise Service Order Attachment(s), Attachment(s), and/or Pricing Schedule(s) between AT&T and Customer related to the Services and Components set forth herein, including, but not limited to, the following:

Pricing Schedules and / or Associated Pricing Addendums	
CSM160511113450	

1. SERVICES

Service	Service Publication Location
AT&T High Speed Internet - Enterprise	http://serviceguidenew.att.com/sg_flashPlayerPage/DSL

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	18 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. MINIMUM PAYMENT PERIOD

Service Components	Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period*	Minimum Payment Period per Service Component
ADSL, Broadband, and Broadband II Service Components	Lesser of \$200 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months
*Waived for any line terminated within 30 calendar days after provisioning.		

4. ADDITIONAL TERMS AND CONDITIONS

4.1. Notice of Withdrawal

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	30 calendar days

5. RATES AND DISCOUNTS

5.1. STABILIZATION OF RATES

Stabilization Date of Rates for AT&T High Speed Internet - Enterprise*	FEB-10-2017
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*Service Components added to the Service Guide after the Stabilization Date are available for order at current list rates as set forth in the Service Guide.

5.2. AT&T High Speed Internet – Enterprise Service Component Pricing: United States

The following applicable pricing applies to all Service Components ordered, and to any moves, adds or changes to existing Service during the Pricing Schedule Term. If discounts are provided below, rates will be determined by applying the discounts to the stabilized list rates as stated below. All service subject to geographic availability as detailed in the AT&T High Speed Internet – Enterprise Service Guide.

Service Component	List Rate Dynamic IP	Discount Dynamic IP	List Rate Static IP	Discount Static IP
Broadband Service*† Monthly Charges				
Broadband Up to 768K/Up to 384K	\$45.00	38.89%	N/A	N/A
Broadband Up to 1.5M/Up to 384K-1M	\$50.00	45.00%	\$65.00	49.62%

**AT&T HIGH SPEED INTERNET - ENTERPRISE
PRICING SCHEDULE**

Service Component		List Rate Dynamic IP	Discount Dynamic IP	List Rate Static IP	Discount Static IP
	Broadband Up to 3M/Up to 512K-1M	\$55.00	40.91%	\$70.00	39.29%
	Broadband Up to 6M/Up to 768K-1M	\$65.00	42.31%	\$80.00	40.63%
	Broadband Up to 12M/Up to 1M	\$70.00	32.14%	\$85.00	38.24%
	Broadband Up to 18M/Up to 1.5M	\$100.00	42.50%	\$115.00	45.65%
	Broadband Up to 24M/Up to 3M	\$110.00	25.00%	\$125.00	26.00%
	Broadband Up to 45M/Up to 6M	\$120.00	15.00%	\$135.00	15.00%
	Broadband Up to 75M/Up to 8M	\$160.00	15.00%	\$175.00	15.00%
Broadband II Service† Monthly Charges					
	Broadband II 25M/5M	\$110.00	54.55%	\$125.00	48.00%
	Broadband II 25M/25M	\$120.00	58.33%	\$135.00	51.85%
	Broadband II 50M/10M	\$120.00	58.33%	\$135.00	51.85%
	Broadband II 50M/50M	\$200.00	75.00%	\$215.00	69.77%
	Broadband II 100M/20M	\$170.00	70.59%	\$185.00	64.86%
	Broadband II 100M/100M	\$300.00	83.33%	\$315.00	79.37%
	Broadband II 200M/40M	\$250.00	64.00%	\$265.00	60.38%
	Broadband II 200M/200M	\$400.00	77.50%	\$415.00	74.70%
	Broadband II 300M/75M	\$350.00	74.29%	\$365.00	71.23%
	Broadband II 300M/300M	\$500.00	82.00%	\$515.00	79.61%
	Broadband II 500M/100M	\$450.00	73.33%	\$465.00	70.97%
	Broadband II 500M/500M	\$600.00	80.00%	\$615.00	78.05%
	Broadband II 1G/200M	\$600.00	80.00%	\$615.00	78.05%
	Broadband II 1G/1G	\$750.00	84.00%	\$765.00	82.35%

Service Component		List Rate	Discount
Broadband / Broadband II Equipment Fee Monthly Charges			
	Broadband Equipment Fee	\$10.00	100.00%
	Broadband II Equipment Fee	\$10.00	100.00%
Broadband / Broadband II Additional IP Block Monthly Charges (Block size indicates number of useable IP addresses)			
	Broadband Additional IP Block - 13	\$35.00	28.57%
	Broadband Additional IP Block - 29	\$40.00	25.00%
	Broadband II Additional IP Block - 13	\$35.00	28.57%
	Broadband II Additional IP Block - 29	\$40.00	25.00%
Non-Recurring Charges			
	Broadband II Inside Wiring		

**AT&T HIGH SPEED INTERNET - ENTERPRISE
PRICING SCHEDULE**

Service Component		List Rate	Discount
	Broadband II Inside Wiring - Copper	\$0.00	0.00%
	Broadband II Inside Wiring - Fiber	\$0.00	0.00%
Professional Installation**			
	Broadband II Professional Installation - Dynamic	\$200.00	50.00%
	Broadband II Professional Installation - Static	\$200.00	50.00%
	Broadband Professional Installation	\$200.00	100.00%
Miscellaneous			
	Broadband Equipment Non-Return Fee	\$150.00	0.00%
	Broadband II Equipment Non-Return Fee	\$150.00	100.00%
	Field Technical Dispatch	\$100.00	0.00%
	Missed Appointment Fee	\$100.00	0.00%
Notes			
*	Actual bandwidth may vary by bandwidth ordered.		
†	Dynamic Service includes 1 IP Address. Static Service includes 5 IP addresses, except where noted.		
**	Orders for which the Professional Installation fee applies are set forth in the Service Guide.		



Sales Contact Information
CRAWFORD; JOHN
210-772-5496
jc234q@att.com

eSign Fax Cover Sheet Contract Id: 2289039

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

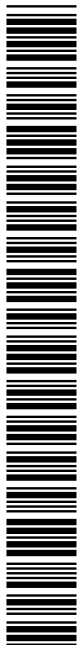
Total Pages: 15
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2289039
 - II. All Pages stamped with Contract Id: 2289039
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2418249
Contract Id: 2289039



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No. 153949UA
Pricing Schedule being amended (Contract ID No.)
SDN807EBGG
AT&T Amendment Ref. No. SDN1F5RMJFE

Customer ("Customer")	AT&T ("AT&T")
STATE OF MICHIGAN	The applicable AT&T Service-Providing Affiliate(s)

This is an Amendment to the above referenced Pricing Schedule, last signed on October 15, 2019, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

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

1.1 AT&T Switched EthernetSM Service

Service	Service Publication (incorporated by reference)	Service Publication location	Service Provider	Geographic Location
AT&T Switched Ethernet SM Service	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html	21-State AT&T ILECs*	21-State AT&T ILEC Footprint
AT&T Switched Ethernet SM Service Third Party Access (3PA)	AT&T Switched Ethernet SM Service Third Party Access (3PA) Service Guide	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA	AT&T Corp**	Outside 21-State ILEC Footprint where available

*AT&T Alabama, AT&T Arkansas, AT&T California, AT&T Florida, AT&T Georgia, AT&T Illinois, AT&T Indiana, AT&T Kansas, AT&T Kentucky, AT&T Louisiana, AT&T Michigan, AT&T Mississippi, AT&T Missouri, AT&T Nevada, AT&T North Carolina, AT&T Ohio, AT&T Oklahoma, AT&T South Carolina, AT&T Tennessee, AT&T Texas and AT&T Wisconsin

Include "BellSouth Telecommunications LLC d/b/a AT&T Southeast" to the list above ONLY WHEN CUSTOMER IS FEDERAL GOVERNMENT IN ANY OF THE FOLLOWING STATES: AL, FL, GA, KY, LA, MS, NC, SC, TN

**Intrastate service in New York and Virginia provided by AT&T Communications of New York, Inc. and AT&T Communications of Virginia, LLC, respectively.

1.2 Inside Wiring

Service	AT&T Inside Wiring*	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet SM Service	AT&T Inside Wiring Service Guide	http://cpr.att.com/pdf/publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf

* AT&T Inside Wiring is not available for Sites outside of AT&T's 21-State ILEC footprint.

UA required ROME ID #: 1-FURQ8OC NPW RLR: 1136183.4.1	AT&T and Customer Confidential Information Page 1 of 15	ASE_NoD_ICB_AMEND_3PA V11.04.20 AT&T Solution No. _____ MP618D 05.19.2021
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**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction*
----------------	--------------------------------------

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21-State ILEC footprint.

3 MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All other Service Components	50% plus any unpaid or waived non-recurring charges	12 months

4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE – 21-State AT&T ILEC Footprint

5.1.1. Monthly Recurring Charges (MRC)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

Basic Port Connection MRC

Basic Port Connection Speed – 36-month Term	MRC
100 Mbps	\$214.50
1 Gbps	\$214.50

Basic Port Connection MRC

Basic Port Connection Speed	MRC
10 Gbps	\$750.00
100 Gbps	\$2,000.00

UA required ROME ID #: 1-FURQ8OC NPW RLR: 1136183.4.1	AT&T and Customer Confidential Information Page 2 of 15	ASE_NoD_ICB_AMEND_3PA V11.04.20 AT&T Solution No. _____ MP618D 05.19.2021
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**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Bandwidth MRC – 36-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$51.50	\$65.50	\$93.50	\$107.50	\$121.50
4 Mbps	\$56.25	\$70.50	\$99.00	\$113.25	\$127.50
5 Mbps	\$61.00	\$75.50	\$104.50	\$119.00	\$133.50
8 Mbps	\$65.75	\$80.50	\$110.00	\$124.75	\$139.50
10 Mbps	\$70.50	\$85.50	\$115.50	\$130.50	\$145.50
20 Mbps	\$276.32	\$289.17	\$321.30	\$353.43	\$379.13
50 Mbps	\$323.40	\$338.25	\$371.25	\$404.25	\$435.60
100 Mbps	\$380.53	\$400.56	\$433.94	\$467.32	\$500.70
150 Mbps	\$530.94	\$557.29	\$582.82	\$607.95	\$652.53
250 Mbps	\$604.95	\$635.20	\$715.86	\$796.52	\$855.00
400 Mbps	\$665.91	\$699.50	\$778.54	\$857.58	\$920.82
500 Mbps	\$707.17	\$742.33	\$820.47	\$898.61	\$965.03
600 Mbps	\$809.63	\$849.73	\$939.47	\$1,002.49	\$1,073.14
1000 Mbps	\$918.26	\$965.11	\$1,040.07	\$1,115.03	\$1,195.61

Bandwidth MRC (for 10 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
1000 Mbps	Same as 1000 Mbps rates for 100 Mbps and 1 Gbps Basic Port Connections				
2000 Mbps	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00
2500 Mbps	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
4000 Mbps	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00
5000 Mbps	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00
7500 Mbps	\$850.00	\$850.00	\$850.00	\$850.00	\$850.00
9500 Mbps	\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
10000 Mbps	\$950.00	\$950.00	\$950.00	\$950.00	\$950.00



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Bandwidth MRC (for 100 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
10 Gbps	Same as 10000 Mbps rates for 10 Gbps Basic Port Connections				
15 Gbps	\$1,780.00	\$1,780.00	\$1,780.00	\$1,780.00	\$1,780.00
20 Gbps	\$2,188.00	\$2,188.00	\$2,188.00	\$2,188.00	\$2,188.00
25 Gbps	\$2,596.00	\$2,596.00	\$2,596.00	\$2,596.00	\$2,596.00
30 Gbps	\$3,004.00	\$3,004.00	\$3,004.00	\$3,004.00	\$3,004.00
35 Gbps	\$3,412.00	\$3,412.00	\$3,412.00	\$3,412.00	\$3,412.00
40 Gbps	\$3,820.00	\$3,820.00	\$3,820.00	\$3,820.00	\$3,820.00
45 Gbps	\$4,228.00	\$4,228.00	\$4,228.00	\$4,228.00	\$4,228.00
50 Gbps	\$4,636.00	\$4,636.00	\$4,636.00	\$4,636.00	\$4,636.00
60 Gbps	\$5,044.00	\$5,044.00	\$5,044.00	\$5,044.00	\$5,044.00
70 Gbps	\$5,452.00	\$5,452.00	\$5,452.00	\$5,452.00	\$5,452.00
80 Gbps	\$5,860.00	\$5,860.00	\$5,860.00	\$5,860.00	\$5,860.00
90 Gbps	\$6,268.00	\$6,268.00	\$6,268.00	\$6,268.00	\$6,268.00
100 Gbps	\$6,676.00	\$6,676.00	\$6,676.00	\$6,676.00	\$6,676.00

Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.2 Non-Recurring Charges (NRC)

Standard Non-Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.3 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

5.2 AT&T SWITCHED ETHERNETSM SERVICE THIRD PARTY (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1 Monthly Recurring Charges (MRC)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). Availability, Price Group and Access Mileage Group associated with Third Party Access are subject to change, based on the availability and pricing of access connections from the third-party providers. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Third-Party Local Switched Access Connection MRC

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps	\$503.00	\$403.00	\$492.75	\$265.95	\$301.42	\$574.18	\$403.00
4 Mbps	\$521.85	\$437.36	\$585.90	\$298.35	\$319.48	\$595.70	\$437.36
5 Mbps	\$530.00	\$468.60	\$607.50	\$302.40	\$336.85	\$520.76	\$405.20
8 Mbps	\$553.80	\$485.64	\$774.90	\$387.45	\$352.31	\$631.52	\$485.64
10 Mbps	\$570.00	\$500.55	\$832.95	\$399.60	\$361.72	\$525.95	\$410.40
20 Mbps	\$700.00	\$643.26	\$990.90	\$448.20	\$450.09	\$677.69	\$519.46
50 Mbps	\$965.00	\$805.14	\$1,196.10	\$606.15	\$580.57	\$776.02	\$701.35
100 Mbps	\$1,150.20	\$1,015.30	\$1,302.75	\$824.85	\$862.48	\$1,093.80	\$1,004.03
150 Mbps	\$1,440.00	\$1,199.90	\$1,692.90	\$970.65	\$916.39	\$1,243.15	\$1,148.04
250 Mbps	\$2,000.00	\$1,667.08	\$1,861.65	\$1,080.00	\$1,021.52	\$1,433.85	\$1,667.08
400 Mbps	\$2,590.00	\$2,159.82	\$2,073.60	\$1,140.75	\$1,180.57	\$1,676.57	\$1,528.12
500 Mbps	\$1,140.75	\$1,140.75	\$2,234.25	\$1,140.75	\$1,285.72	\$1,823.26	\$1,696.15
600 Mbps	\$1,177.20	\$1,177.20	\$2,477.25	\$1,177.20	\$1,470.85	\$2,025.06	\$1,906.84
1000 Mbps	\$3,408.00	\$1,311.00	\$2,794.50	\$1,359.45	\$1,971.43	\$2,706.06	\$2,640.28

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 8 - 14							
Port Connection Speed	Price Groups						
	Price Group 8	Price Group 9	Price Group 10	Price Group 11	Price Group 12	Price Group 13	Price Group 14
2 Mbps	\$403.00	\$574.18	\$403.00	\$311.34	\$421.34	\$485.33	\$970.48
4 Mbps	\$437.36	\$595.70	\$437.36	\$373.33	\$441.34	\$508.00	\$1,134.28
5 Mbps	\$299.87	\$586.99	\$413.66	\$404.66	\$450.67	\$518.67	\$1,136.18
8 Mbps	\$485.64	\$631.52	\$485.64	\$438.67	\$478.67	\$550.67	\$1,200.00
10 Mbps	\$346.00	\$600.65	\$427.31	\$485.33	\$650.67	\$852.00	\$1,279.05
20 Mbps	\$404.80	\$790.62	\$553.29	\$628.67	\$902.67	\$1,105.34	\$1,498.09
50 Mbps	\$522.68	\$897.89	\$785.89	\$942.67	\$1,333.33	\$1,925.34	\$1,755.24
100 Mbps	\$798.69	\$1,307.78	\$1,173.11	\$1,126.00	\$1,686.67	\$2,229.34	\$2,183.81
150 Mbps	\$950.70	\$1,544.34	\$1,339.92	\$1,174.67	\$1,764.00	\$2,326.67	\$2,200.00
250 Mbps	\$1,154.73	\$1,917.45	\$1,631.85	\$1,271.33	\$1,917.33	\$2,516.00	\$2,556.18
400 Mbps	\$1,410.78	\$2,427.13	\$2,204.46	\$1,429.34	\$2,002.67	\$2,601.33	\$3,108.57
500 Mbps	\$1,542.82	\$2,732.24	\$2,541.57	\$1,450.00	\$2,301.33	\$3,000.00	\$3,565.72
600 Mbps	\$1,753.51	\$3,098.69	\$2,921.35	\$1,462.00	\$2,320.00	\$3,073.33	\$3,822.85
1000 Mbps	\$2,488.28	\$4,429.80	\$4,331.14	\$1,640.67	\$2,392.00	\$3,365.34	\$4,280.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 15 - 21							
Port Connection Speed	Price Groups						
	Price Group 15	Price Group 16	Price Group 17	Price Group 18	Price Group 19	Price Group 20	Price Group 21
2 Mbps	\$503.00	\$403.00	\$403.00	\$331.14	\$403.00	\$232.00	\$243.57
4 Mbps	\$521.85	\$437.36	\$437.36	\$334.29	\$437.36	\$245.00	\$248.54
5 Mbps	\$535.24	\$487.72	\$327.72	\$468.60	\$440.00	\$320.40	\$347.33
8 Mbps	\$777.27	\$485.64	\$485.64	\$340.57	\$485.64	\$345.43	\$403.87
10 Mbps	\$674.48	\$684.76	\$464.76	\$346.00	\$443.89	\$450.67	\$517.77
20 Mbps	\$727.62	\$1,060.19	\$729.52	\$415.43	\$520.10	\$550.00	\$661.34
50 Mbps	\$852.38	\$1,875.61	\$1,382.28	\$549.24	\$733.33	\$738.67	\$1,085.15
100 Mbps	\$1,024.76	\$2,528.95	\$1,813.61	\$851.81	\$920.00	\$866.67	\$1,265.82
150 Mbps	\$1,199.90	\$3,246.09	\$2,498.76	\$1,030.38	\$1,199.90	\$1,054.67	\$1,624.51
250 Mbps	\$1,667.08	\$4,330.00	\$4,330.00	\$1,287.53	\$1,667.08	\$1,252.00	\$1,999.33
400 Mbps	\$1,552.39	\$4,765.14	\$3,901.81	\$2,251.81	\$2,159.82	\$1,462.66	\$2,332.00
500 Mbps	\$1,723.82	\$5,250.10	\$4,372.76	\$2,594.09	\$1,166.66	\$1,601.06	\$2,544.58
600 Mbps	\$1,835.24	\$7,315.00	\$7,315.00	\$3,015.05	\$2,815.86	\$1,723.94	\$2,645.88
1000 Mbps	\$2,106.67	\$7,281.33	\$6,248.67	\$3,648.00	\$1,533.33	\$1,998.66	\$2,798.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 22 - 28							
Port Connection Speed	Price Groups						
	Price Group 22	Price Group 23	Price Group 24	Price Group 25	Price Group 26	Price Group 27	Price Group 28
2 Mbps	\$232.00	\$403.00	\$232.00	\$231.29	\$232.00	\$403.00	\$232.00
4 Mbps	\$245.00	\$437.36	\$245.00	\$244.29	\$437.36	\$437.36	\$290.33
5 Mbps	\$305.34	\$300.00	\$274.50	\$273.79	\$274.50	\$468.60	\$313.00
8 Mbps	\$334.80	\$485.64	\$323.32	\$316.29	\$485.64	\$485.64	\$485.64
10 Mbps	\$430.66	\$396.00	\$346.00	\$345.29	\$366.67	\$569.42	\$406.67
20 Mbps	\$509.33	\$480.00	\$443.30	\$402.29	\$466.67	\$643.26	\$543.81
50 Mbps	\$585.33	\$633.33	\$574.19	\$505.96	\$666.67	\$805.14	\$664.38
100 Mbps	\$745.34	\$746.66	\$851.05	\$772.62	\$833.33	\$1,015.30	\$744.67
150 Mbps	\$901.33	\$880.00	\$985.24	\$899.29	\$900.00	\$1,199.90	\$921.33
250 Mbps	\$1,035.00	\$1,033.33	\$1,197.95	\$1,199.29	\$1,667.08	\$1,667.08	\$1,667.08
400 Mbps	\$1,180.00	\$2,159.82	\$1,629.72	\$2,159.11	\$1,350.00	\$2,159.82	\$2,159.82
500 Mbps	\$1,265.33	\$1,246.67	\$1,813.15	\$1,399.29	\$1,400.00	\$2,533.28	\$1,211.00
600 Mbps	\$1,437.33	\$2,815.86	\$1,963.24	\$2,815.15	\$1,800.00	\$2,815.86	\$2,815.86
1000 Mbps	\$1,684.00	\$1,400.00	\$2,649.52	\$1,998.29	\$1,999.00	\$2,999.75	\$1,311.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

UA required
ROME ID #: 1-FURQ8OC
NPW RLR: 1136183.4.1

AT&T and Customer Confidential Information
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**AMENDMENT TO PRICING SCHEDULE FOR
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PROVIDED PURSUANT TO CUSTOM TERMS**

36-month Term - Third-Party Local Switched Access Connection MRC Price Group 29 - 30		
Port Connection Speed	Price Groups	
	Price Group 29	Price Group 30
2 Mbps	\$274.83	\$756.07
4 Mbps	\$333.21	\$833.54
5 Mbps	\$374.17	\$897.87
8 Mbps	\$416.57	\$1,000.00
10 Mbps	\$450.00	\$1,134.86
20 Mbps	\$550.00	\$1,390.09
50 Mbps	\$707.08	\$1,699.89
100 Mbps	\$899.73	\$2,164.20
150 Mbps	\$982.06	\$2,500.00
250 Mbps	\$1,102.45	\$3,384.11
400 Mbps	\$1,369.24	\$3,600.00
500 Mbps	\$1,403.09	\$4,030.63
600 Mbps	\$1,546.72	\$5,500.00
1000 Mbps	\$1,896.47	\$5,636.21

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

Third-Party Local Switched Access Mileage MRC

36-month Term - Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05

Applicability of mileage will be determined during address qualification.



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
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Third-Party Local Dedicated Access Connection MRC

36-month Term - Third-Party Local Dedicated Access Connection MRC Price Groups 1 - 7							
Port Connection Speed	Price Groups						
	Price Group 1	Price Group 2	Price Group 3	Price Group 4	Price Group 5	Price Group 6	Price Group 7
2 Mbps – 50 Mbps	\$315.00	\$885.00	\$885.00	\$1,200.00	\$1,650.00	\$2,050.00	\$2,450.00
>50 Mbps - 100 Mbps	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00
>100 Mbps – 250 Mbps	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00
>250 Mbps – 500 Mbps	\$630.00	\$1,800.00	\$1,800.00	\$2,750.00	\$3,500.00	\$4,600.00	\$7,000.00
>500 Mbps – 600 Mbps	\$630.00	\$3,098.00	\$3,098.00	\$4,500.00	\$5,650.00	\$7,200.00	\$7,800.00
1000 Mbps	\$945.00	\$3,438.00	\$3,438.00	\$5,500.00	\$7,400.00	\$9,250.00	\$10,250.00
10 Gbps	\$1,418.00	\$6,250.13	\$6,250.13	\$7,500.00	\$9,400.00	\$11,000.00	\$12,050.00

Customer locations may qualify for service but fall outside of the Price Groups in this table. Customer must contact AT&T for custom pricing and sign a separate contract for service to those locations.

Third-Party Local Dedicated Access Mileage MRC

36-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups								
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 50 Mbps	\$189.85	\$6.75	\$0.00	\$0.00	\$315.95	\$29.11	\$315.95	\$29.11
>50 Mbps – 100 Mbps	\$277.97	\$9.02	\$0.00	\$0.00	\$397.60	\$36.21	\$397.60	\$36.21
>100 Mbps – 250 Mbps	\$348.04	\$11.29	\$0.00	\$0.00	\$440.20	\$51.12	\$440.20	\$51.12
>250 Mbps – 500 Mbps	\$518.66	\$16.97	\$0.00	\$0.00	\$727.75	\$94.43	\$727.75	\$94.43
>500 Mbps – 600 Mbps	\$822.61	\$24.85	\$0.00	\$0.00	\$1,121.80	\$203.06	\$1,121.80	\$203.06
1000 Mbps	\$1,296.11	\$35.00	\$202.35	\$102.95	\$2,403.35	\$348.61	\$2,403.35	\$348.61
10 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Applicability of mileage will be determined during address qualification.
Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location



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36-month Term - Third-Party Local Dedicated Access Mileage MRC Price Groups						
Port Connection Speed	Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 50 Mbps	\$0.00	\$61.77	\$0.00	\$0.00	\$0.00	\$0.00
>50 Mbps – 100 Mbps	\$0.00	\$66.74	\$0.00	\$0.00	\$0.00	\$0.00
>100 Mbps – 250 Mbps	\$0.00	\$69.58	\$0.00	\$0.00	\$0.00	\$0.00
>250 Mbps – 500 Mbps	\$0.00	\$98.69	\$0.00	\$0.00	\$0.00	\$0.00
>500 Mbps – 600 Mbps	\$0.00	\$139.87	\$0.00	\$0.00	\$0.00	\$0.00
1000 Mbps	\$0.00	\$155.49	\$0.00	\$39.05	\$0.00	\$0.00
10 Gbps	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Applicability of mileage will be determined during address qualification.						
Mileage charged may be fixed only, per mile only or both and will be determined by the Third-Party location						



**AMENDMENT TO PRICING SCHEDULE FOR
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PROVIDED PURSUANT TO CUSTOM TERMS**

Third-Party Bandwidth MRC – 36-month CIR					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$107.50	\$107.50	\$107.50	\$107.50	\$112.88
4 Mbps	\$185.00	\$185.00	\$185.00	\$185.00	\$194.25
5 Mbps	\$262.50	\$262.50	\$262.50	\$262.50	\$275.63
8 Mbps	\$340.01	\$340.01	\$340.01	\$340.01	\$357.01
10 Mbps	\$417.51	\$417.51	\$417.51	\$417.51	\$438.38
20 Mbps	\$495.01	\$495.01	\$495.01	\$495.01	\$519.76
50 Mbps	\$572.51	\$572.51	\$572.51	\$572.51	\$601.14
100 Mbps	\$650.02	\$650.02	\$650.02	\$650.02	\$682.52
150 Mbps	\$727.52	\$727.52	\$727.52	\$727.52	\$763.89
250 Mbps	\$805.02	\$805.02	\$805.02	\$805.02	\$845.27
400 Mbps	\$882.52	\$882.52	\$882.52	\$882.52	\$926.65
500 Mbps	\$960.03	\$960.03	\$960.03	\$960.03	\$1,008.03
600 Mbps	\$1,037.53	\$1,037.53	\$1,037.53	\$1,037.53	\$1,089.40
1000 Mbps	\$1,115.03	\$1,115.03	\$1,115.03	\$1,115.03	\$1,170.78
 					
2 Gbps	\$1,170.03	\$1,170.03	\$1,170.03	\$1,170.03	\$1,228.53
2.5 Gbps	\$1,225.02	\$1,225.02	\$1,225.02	\$1,225.02	\$1,286.27
4 Gbps	\$1,280.02	\$1,280.02	\$1,280.02	\$1,280.02	\$1,344.02
5 Gbps	\$1,335.01	\$1,335.01	\$1,335.01	\$1,335.01	\$1,401.76
7.5 Gbps	\$1,390.01	\$1,390.01	\$1,390.01	\$1,390.01	\$1,459.51
9.5 Gbps	\$1,445.00	\$1,445.00	\$1,445.00	\$1,445.00	\$1,517.25
10 Gbps	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,575.00

5.2.2 Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after the AT&T signature date. Any changes made to this document renders the Agreement null and void, expect for changes expressly authorized by the term of this Agreement.

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:

AT&T Solution Provider or Representative Information (if applicable)

Name: Brandon Pizzuti Company Name: Nordicom Technologies
Agent Street Address: 43155 Main St STE 2210B City: Novi State: MI Zip Code: 48375 Country: USA
Telephone: 2484681100 Email: bpizzuti@nordicomtech.com Agent Code 43102



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
STATE OF MICHIGAN**

A-1 Rates and Charges; Initial Quantities

Service Components	Quantity New	MRC, per Unit
1000 Mbps CIR - Interactive - Basic Only / R6EZC	1	\$1,115.03
Customer Port Connection - 1 Gbps – Basic / EYQFX	1	\$214.50
10000 Mbps CIR - Interactive - Basic Only / R61SX	1	\$950.00
Customer Port Connection - 10 Gbps – Basic / EYQGX	1	\$750.00
100000 Mbps CIR - Interactive - Basic Only / R61XX	1	\$6,676.00
Customer Port Connection - 100 Gbps – Basic / EY7AG	1	\$2,000.00
2 Mbps CIR - Non Critical HIGH - Basic Only / R6E2X	0	\$51.50
2 Mbps CIR - Business Critical Medium - Basic Only / R6E2X	0	\$65.50
2 Mbps CIR - Business Critical HIGH - Basic Only / R6E2X	0	\$93.50
2 Mbps CIR - Interactive - Basic Only / R6E2X	0	\$107.50
2 Mbps CIR - RealTime - Basic Only / R6E2X	0	\$121.50
4 Mbps CIR - Non Critical HIGH - Basic Only / R6E4X	0	\$56.25
4 Mbps CIR - Business Critical Medium - Basic Only / R6E4X	0	\$70.50
4 Mbps CIR - Business Critical HIGH - Basic Only / R6E4X	0	\$99.00
4 Mbps CIR - Interactive - Basic Only / R6E4X	0	\$113.25
4 Mbps CIR - RealTime - Basic Only / R6E4X	0	\$127.50
5 Mbps CIR - Non Critical HIGH - Basic Only / R6EAX	0	\$61.00
5 Mbps CIR - Business Critical Medium - Basic Only / R6EAX	0	\$75.50
5 Mbps CIR - Business Critical HIGH - Basic Only / R6EAX	0	\$104.50
5 Mbps CIR - Interactive - Basic Only / R6EAX	0	\$119.00
5 Mbps CIR - RealTime - Basic Only / R6EAX	0	\$133.50
8 Mbps CIR - Non Critical HIGH - Basic Only / R6E8X	0	\$65.75
8 Mbps CIR - Business Critical Medium - Basic Only / R6E8X	0	\$80.50
8 Mbps CIR - Business Critical HIGH - Basic Only / R6E8X	0	\$110.00
8 Mbps CIR - Interactive - Basic Only / R6E8X	0	\$124.75
8 Mbps CIR - RealTime - Basic Only / R6E8X	0	\$139.50
10 Mbps CIR - Non Critical HIGH - Basic Only / R6EBX	0	\$70.50
10 Mbps CIR - Business Critical Medium - Basic Only / R6EBX	0	\$85.50
10 Mbps CIR - Business Critical HIGH - Basic Only / R6EBX	0	\$115.50
10 Mbps CIR - Interactive - Basic Only / R6EBX	0	\$130.50

UA required
ROME ID #: 1-FURQ8OC
NPW RLR: 1136183.4.1

AT&T and Customer Confidential Information
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AT&T Solution No. _____
MP618D 05.19.2021



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Service Components	Quantity New	MRC, per Unit
10 Mbps CIR - RealTime - Basic Only / R6EBX	0	\$145.50
20 Mbps CIR - Non Critical HIGH - Basic Only / R6EDX	0	\$276.32
20 Mbps CIR - Business Critical Medium - Basic Only / R6EDX	0	\$289.17
20 Mbps CIR - Business Critical HIGH - Basic Only / R6EDX	0	\$321.30
20 Mbps CIR - Interactive - Basic Only / R6EDX	0	\$353.43
20 Mbps CIR - RealTime - Basic Only / R6EDX	0	\$379.13
50 Mbps CIR - Non Critical HIGH - Basic Only / R6EHX	0	\$323.40
50 Mbps CIR - Business Critical Medium - Basic Only / R6EHX	0	\$338.25
50 Mbps CIR - Business Critical HIGH - Basic Only / R6EHX	0	\$371.25
50 Mbps CIR - Interactive - Basic Only / R6EHX	0	\$404.25
50 Mbps CIR - RealTime - Basic Only / R6EHX	0	\$435.60
100 Mbps CIR - Non Critical HIGH - Basic Only / R6ELX	0	\$380.53
100 Mbps CIR - Business Critical Medium - Basic Only / R6ELX	0	\$400.56
100 Mbps CIR - Business Critical HIGH - Basic Only / R6ELX	0	\$433.94
100 Mbps CIR - Interactive - Basic Only / R6ELX	0	\$467.32
100 Mbps CIR - RealTime - Basic Only / R6ELX	0	\$500.70
150 Mbps CIR - Non Critical HIGH - Basic Only / R6ENX	0	\$530.94
150 Mbps CIR - Business Critical Medium - Basic Only / R6ENX	0	\$557.29
150 Mbps CIR - Business Critical HIGH - Basic Only / R6ENX	0	\$582.82
150 Mbps CIR - Interactive - Basic Only / R6ENX	0	\$607.95
150 Mbps CIR - RealTime - Basic Only / R6ENX	0	\$652.53
250 Mbps CIR - Non Critical HIGH - Basic Only / R6EQX	0	\$604.95
250 Mbps CIR - Business Critical Medium - Basic Only / R6EQX	0	\$635.20
250 Mbps CIR - Business Critical HIGH - Basic Only / R6EQX	0	\$715.86
250 Mbps CIR - Interactive - Basic Only / R6EQX	0	\$796.52
250 Mbps CIR - RealTime - Basic Only / R6EQX	0	\$855.00
400 Mbps CIR - Non Critical HIGH - Basic Only / R6ESX	0	\$665.91
400 Mbps CIR - Business Critical Medium - Basic Only / R6ESX	0	\$699.50
400 Mbps CIR - Business Critical HIGH - Basic Only / R6ESX	0	\$778.54
400 Mbps CIR - Interactive - Basic Only / R6ESX	0	\$857.58
400 Mbps CIR - RealTime - Basic Only / R6ESX	0	\$920.82
500 Mbps CIR - Non Critical HIGH - Basic Only / R6ETX	0	\$707.17
500 Mbps CIR - Business Critical Medium - Basic Only / R6ETX	0	\$742.33
500 Mbps CIR - Business Critical HIGH - Basic Only / R6ETX	0	\$820.47
500 Mbps CIR - Interactive - Basic Only / R6ETX	0	\$898.61
500 Mbps CIR - RealTime - Basic Only / R6ETX	0	\$965.03

UA required
ROME ID #: 1-FURQ8OC
NPW RLR: 1136183.4.1

AT&T and Customer Confidential Information
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ASE_NoD_ICB_AMEND_3PA V11.04.20
AT&T Solution No. _____
MP618D 05.19.2021



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Service Components	Quantity New	MRC, per Unit
600 Mbps CIR - Non Critical HIGH - Basic Only / R6EUX	0	\$809.63
600 Mbps CIR - Business Critical Medium - Basic Only / R6EUX	0	\$849.73
600 Mbps CIR - Business Critical HIGH - Basic Only / R6EUX	0	\$939.47
600 Mbps CIR - Interactive - Basic Only / R6EUX	0	\$1,002.49
600 Mbps CIR - RealTime - Basic Only / R6EUX	0	\$1,073.41
1000 Mbps CIR - Non Critical HIGH - Basic Only / R6EZ	0	\$918.62
1000 Mbps CIR - Business Critical Medium - Basic Only / R6EZ	0	\$965.11
1000 Mbps CIR - Business Critical HIGH - Basic Only / R6EZ	0	\$1,040.07
1000 Mbps CIR - RealTime - Basic Only / R6EZ	0	\$1,195.61
Type : - Speed: 1000 Mbps - COS:Interactive	1	\$1,115.03
Type : Switched - Speed: 1000 Mbps - Group:Group 30	1	\$6,033.12

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	Jurisdiction	Geographic Location
1	530 W Allegan	Lansing	MI	Intrastate	Within 21 State ILEC Footprint
2	530 W Allegan	Lansing	MI	Intrastate	Within 21 State ILEC Footprint
3	530 W Allegan	Lansing	MI	Intrastate	Within 21 State ILEC Footprint
4	8800 W M-116	Ludington	MI	Intrastate	Outside 21 State ILEC Footprint

UA required ROME ID #: 1-FURQ8OC NPW RLR: 1136183.4.1	AT&T and Customer Confidential Information Page 14 of 15	ASE_NoD_ICB_AMEND_3PA V11.04.20 AT&T Solution No. _____ MP618D 05.19.2021
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**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PROVIDED PURSUANT TO CUSTOM TERMS**

Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
2	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
3	100 Gbps Basic	N/A	100 Gbps	Interactive	No	No

Table 3 – Service Components and Features associated with Customer Port Connections identified above outside the 21-State ILEC Footprint. The Price Group and Access Mileage Group for service at each Customer location, as shown in this table, are tentative and are based on information available prior to the Effective Date of this Pricing Schedule. The Price Group and Access Mileage Group applicable to each Customer location are determined at the time of Customer's order.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service
1	Switched	1 Gbps Basic	30	[Select]		1000 Mbps	Interactive

End of Document

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 **12**
 to
 Contract Number **071B5500011**

CONTRACTOR	AT & T SERVICES INC
	23500 Northwestern Highway, Bldg W
	Southfield, MI 48075
	Robert O'Brien
	248-701-8635
	ro6361@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
	AdrianA1@Michigan.gov		
	Contract Administrator	Jordan Sherlock	DTMB
517-243-5556			
sherlockj@michigan.gov			

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	0 - 1 Year	October 13, 2022

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

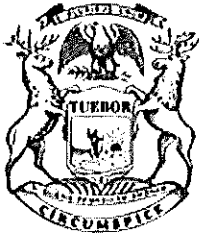
DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		October 13, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Effective April 2nd, 2021; the vendors Account Manager is updated to correctly reflect Robert O'Brien's information. The States Contract Administrator is updated to Jordan Sherlock.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



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 11
 to
 Contract Number 071B5500011

CONTRACTOR	AT & T SERVICES INC
	221 N. Washington Square
	Lansing, MI 48933
	Robert O'Brien
	517-334-3614
	ro361@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
		517-284-7454	
	AdrianA1@Michigan.gov		
	Contract Administrator	Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input 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 13, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$45,000,000.00	\$127,631,487.00		

DESCRIPTION

Effective with mutual signature and State Administrative Board approval 1/14/2020, the contract is amended to add funding (\$45,000,000.00) to support operational requirements for the Wide Area network including internet services through the expiration date of the contract of 10/13/2022. 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 10
to
Contract Number 071B5500011

CONTRACTOR	AT & T SERVICES INC
	221 N. Washington Square
	Lansing, MI 48933
	Robert O'Brien
	517-334-3614
	ro361@att.com
	CV0062699

STATE	Program Manager	Ashley Adrian	DTMB
	Contract Administrator	517-284-7454	
		AdrianA1@Michigan.gov	
		Mike Breen	DTMB
		(517) 249-0428	
		breenm@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2022
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input 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 13, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Effective with mutual signature the contract is amended to modify the pricing table in the WAN contract including AVPN pricing, adding Integrated Data Services template along with the 1G and 10G circuit options. The CCN allows pricing to match market standards and will add new service options that are needed for future growth. All other terms and conditions remain the same.



AT&T Signature Page

Customer State of Michigan Street Address: 608 W Allegan St City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Dave Wilson Title: Street Address: 608 W Allegan St City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 517-241-0257 Email: WilsonD7@michigan.gov	AT&T Contact (for notices) Street Address: One AT&T Way City: Bedminster State/Province: NJ Zip Code: 07921-0752 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com


Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective.

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer 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 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 nonnative or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Document(s) Appended:

Amendment to Pricing Schedule For AT&T Switched Ethernet Service Provided Pursuant to Custom Terms
AT&T VPN Service Pricing Addendum
AT&T Integrated Data Services Pricing Schedule

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: <i>Veronica Danao</i>
Name: <i>Michael Brown</i>	Name: Veronica Danao
Title: <i>Sr. Contract Specialist</i>	Title: Contract Specialist CGI
Date: <i>10/10/19</i>	Date: 15 October 2019



Sales Contact Information
FISHER; ANNE
248-631-8282
af3981@us.att.com

eSign Fax Cover Sheet Contract Id: 7448429

To: AT&T Automated Fax Handling Service **From:**

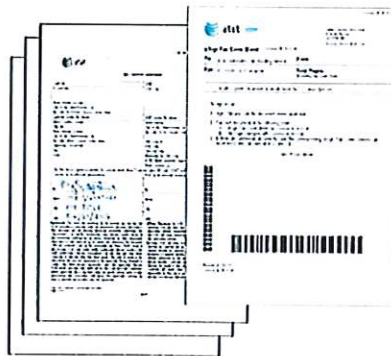
Fax: 877-374-4632 or 877-eSignFax **Total Pages: 5**
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 7448429
 - II. All Pages stamped with Contract Id: 7448429
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2008841
Contract Id: 7448429



AT&T Signature Page

Customer State of Michigan Street Address: 608 W Allegan St City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Dave Wilson Title: Street Address: 608 W Allegan St City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 517-241-0257 Email: WilsonD7@michigan.gov	AT&T Contact (for notices) Street Address: One AT&T Way City: Bedminster State/Province: NJ Zip Code: 07921-0752 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective.

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Document(s) Appended:

- Amendment to Pricing Schedule For AT&T Switched Ethernet Service Provided Pursuant to Custom Terms
- AT&T VPN Service Pricing Addendum
- AT&T Integrated Data Services Pricing Schedule

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



AT&T MA Reference No. 149943UA
 AT&T PS Contract ID NBI11307
 AT&T Contract ID NBI14098395

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Customer	AT&T
STATE OF MICHIGAN Street Address: DMB TELECOM 611 W OTTAWA 3RD FLOOR City: LANSING State/Province: MI Zip Code: 48909 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 608 W Allegan St. City: LANSING State/Province: MI Zip Code: 48909 Country: United States Telephone: 517-241-0257 Email: wilsond7@michigan.gov	Name: Robert O'Brien Street Address: 221 N Washington Sq City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 248-631-8282 Email: ro6361@att.com Sales/Branch Manager: Scott Campbell SCVP Name: Jeff Maggi Sales Strata: Retail Sales Region: USA <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. 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 effect.

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

AT&T and Customer Confidential Information

Page 1 of 5
 ASAPI

AT&T MA Reference No. 149943UA
 AT&T PS Contract ID NBI11307
 AT&T Contract ID NBI14098395

**AT&T VPN SERVICE
 PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

1.1. General

- Change to Pricing Schedule Term
- Additional Terms and Conditions

1.2. AT&T VPN Service

For AT&T VPN Service in Existing Countries:

- Re-price All AT&T VPN Service Components
- Change to AT&T VPN Service Schedule of Charges Version

1.3. Access

- Addition of new Access Channels -- Site-Specific Pricing

2. PRICING SCHEDULE TERM AND EFFECTIVE DATE OF RATES AND DISCOUNTS

Pricing Schedule Term	Expires October 13, 2022
Effective Date of Rates and Discounts	Effective Date of this Addendum

3. ADDITIONAL TERMS AND CONDITIONS

3.1. AT&T SD-WAN ADDITIONAL TERMS AND CONDITIONS

Customer expressly grants AT&T permission to access information contained in application layer (through OSI layer 7) for the sole purpose of enabling the SD-WAN feature to most accurately identify the application involved with a transmission so that AT&T may:

- Create aggregate level usage reports for Customer's use in determining policies for routing Customer's traffic; and
- Assist Customer with establishing application specific routing policies through the Web Portal and provide ongoing assistance with changing routing policies.

The reports provided by AT&T will contain aggregate and anonymous information available only to Customer and will be treated as Confidential Information. Individual packet content data shall not be made available to Customer and may not be downloaded and stored by either Customer or AT&T.

AT&T's and Customer's use of the data and aggregate reports generated by the Service is limited to routing policy decisions only - marketing or other uses of the data or disclosure to other parties are not permitted. Customer represents and warrants that it will use such data, information and reports only for routing policy decisions.

Customer is solely responsible for the relationship with the Users that generate the traffic Customer provides AT&T in connection with this Agreement. Customer represents it has authority to permit access to communications by its employees, guests, representatives or other Users and is responsible for obtaining any legally required employee or User consents. Customer represents and warrants that it has the appropriate rights to provide any User data to AT&T in connection with the Service.

4. RATES AND DISCOUNTS

4.1. AT&T VPN SERVICE

4.1.1. AT&T VPN Service Rates

AT&T and Customer Confidential Information

Page 2 of 5
 ASAP!

AT&T MA Reference No. 149943UA
 AT&T PS Contract ID NBI11307
 AT&T Contract ID NBI14098395

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Applicable Country(ies)	United States
Stabilization Date of Rates for AT&T VPN Service*	Schedule of Charges version dated MAR-01-2018

*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version.

4.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type		DISCOUNT
VPN Transport		
	Connection Monthly Charge	DISCOUNT PERCENTAGE
	MPLS Port - 250M	0%
	MPLS Port - 1.544M/1.536M	0%
	MPLS Port - 10M	0%
	MPLS Port - 20M	0%
	MPLS Port - 50M	0%
	MPLS Port - 100M	0%
	MPLS Port - 500M	0%
	MPLS Port - 1G	0%
	MPLS Port - 10G	0%
		DISCOUNT PERCENTAGE
	All other Connection Monthly Charges	0.00%
	COS Package Monthly Charge	
	CoS Package Multimedia High Svc - 250M	100.00%
	CoS Package Multimedia High Svc - 10G	100.00%
	CoS Package Multimedia High Svc - 10M	100.00%
	CoS Package Multimedia High Svc - 20M	100.00%
	CoS Package Multimedia High Svc - 50M	100.00%
	CoS Package Multimedia High Svc - 100M	100.00%
	CoS Package Multimedia High Svc - 500M	100.00%
	CoS Package Multimedia High Svc - 1G	100.00%
	All other COS Package Monthly Charges	0.00%
	Unilink Monthly Charge	
	MPLS Unilink Charge - 250M	100.00%
	MPLS Unilink Charge - 10G	100.00%
	MPLS Unilink Charge - 10M	100.00%

AT&T and Customer Confidential Information

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 ASAP!

AT&T MA Reference No. 149943UA
 AT&T PS Contract ID NBI11307
 AT&T Contract ID NBI14098395

**AT&T VPN SERVICE
 PRICING ADDENDUM**

	MPLS Unilink Charge - 20M	100.00%
	MPLS Unilink Charge - 50M	100.00%
	MPLS Unilink Charge - 100M	100.00%
	MPLS Unilink Charge - 500M	100.00%
	MPLS Unilink Charge - 1G	100.00%
	All other Unlink Monthly Charges	0.00%
	All other VPN Transport Monthly Charges	0.00%
VPN DSL		0.00%
Managed CPE		
	Managed Router Monthly Charge	
	MPLS Managed Router - Basic	35.00%
	All other Managed Router Monthly Charges	30.00%
	CPE Features Monthly Charge	
	AVPN Managed-CSU Internal-Mobility	35.00%
	AVPN Cust Router-CSU Internal-Mobility	35.00%
	AVPN Managed Router Mobility-Failover-Low	35.00%
	AVPN Mobility Interconnect Bandwidth	35.00%
	AVPN ManagedRouterMobility-Failover-High	35.00%
	AVPN ManagedRouter Mobility-Primary	35.00%
	All other CPE Features Monthly Charges	35.00%
	All other Managed CPE Monthly Charges	35.00%
Non-Recurring Charges		
	MPLS Port Activation Charge	100.00%
	All other Non-Recurring Charges	0.00%
Other Discounts		
	MPLS MANAGED ROUTER ACTIVATION - AT&T INSTALL	100.00%
	AVPN Site Survey	100.00%
	AVPN Mobility Custom APN Setup	100.00%
	AVPN Mobility Interconnect Setup	100.00%

4.1.3. AT&T VPN Service Component Custom Rates
 No other discounts will apply.

Connection Monthly Charge	MPLS Port pricing as FLAT RATE
MPLS Port - 250M	\$1899.53
MPLS Port - 1.544M/1.536M	\$215.00

AT&T MA Reference No. 149943UA
 AT&T PS Contract ID NBI11307
 AT&T Contract ID NBI14098395

**AT&T VPN SERVICE
 PRICING ADDENDUM**

MPLS Port - 10M	\$308.20
MPLS Port - 20M	\$315.57
MPLS Port - 50M	\$571.62
MPLS Port - 100M	\$918.69
MPLS Port - 500M	\$2906.69
MPLS Port - 1G	\$7232.78
MPLS Port - 10G	\$7357.00

5. ACCESS

4.1 The following Ethernet Access rates are for access to AT&T AVPN Services within AT&T's franchise footprint in the State of Michigan. Entrance Facility Charges are waived for qualified AT&T Ethernet Access circuits installed at AT&T In-Franchise (In-Footprint) locations subject to the following qualifications: 1) Conduit from property line to MPOE (Minimum Point of Entry) in Customer's building must be less than 1000 feet as measured by AT&T, and 2) Customer must schedule a site visit to take place within 10 business days from the date they are contracted by AT&T Telco Engineering for this purpose. Site availability of all Ethernet services is subject to final Engineering review. Special Construction Charges may apply. A 12 month Minimum Payment Period applies for each Ethernet Access Circuit installed.

Ethernet Local Access	Monthly Charge	Non-Recurring Charge
10 M	\$389.82	\$0
20 M	\$468.63	\$0
50 M	\$560.18	\$0
100 M	\$705.28	\$0
250 M	\$948.12	\$0
500 M	\$1138.46	\$0
1 G	\$1445.06	\$0
10G	\$6250.13	\$0
100G	\$18750	\$0

4.3. Out of Footprint Orders

The State of Michigan and AT&T agree that as of this contract change notice a mutually agreed upon Scope of Work will be considered official and binding and will be utilized to place an official order for any new out of footprint location. AT&T's normal business quote process will occur to obtain the needed information. The Scope of Work will include any charges (Monthly Recurring Charges, Nonrecurring Charges, One Time Charges and Special Construction) and minimum payment period that pertain to the new out of footprint location. AT&T will email the Scope of Work to the State for an authorized signature. The State will include the Scope of Work as part of the required order documentation submitted to AT&T.

This is the last page of the Pricing Document.



AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICE
PROVIDED PURSUANT TO CUSTOM TERMS

AT&T MA Reference No. 149943UA
Pricing Schedule being amended (Contract ID No.): ASEGOJT6
AT&T Amendment Ref. No. ASE1-BD88SAS

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

This is an Amendment to the above referenced Pricing Schedule, last signed on October 10, 2014, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

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:

WK# - TCAL and ILEC - Intrastate - TBD Please sign by October 5, 2019	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: October 10, 2014 Effective Date of Amendment: _____
--	--

**Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms**

1. **SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S).** Section 1 of the Pricing Schedule is modified by deleting the information (if any) relating to AT&T Switched Ethernet Service provided by any of the Service Providers identified below and inserting the following:

Service	Service Publication (Incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

The applicable AT&T Service-Providing Affiliate(s) from the list below			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Section 2 is modified by adding the following Term Extension:

Pricing Schedule Term Extension	The Pricing Schedule Term is extended until 10/13/2022 ("Extension Period").
---------------------------------	--

WK# - TCAL and ILEC - Intrastate -TBD Please sign by October 5, 2019	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: October 10, 2014 Effective Date of Amendment: _____
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Amendment to Pricing Schedule for AT&T Switched Ethernet Service
 Provided Pursuant To Custom Terms

ATTACHMENT A

A-1 Rates and Charges; Quantities

Section A-2 is modified by adding the following:

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / Basic / EYQEX	0	0	\$167.00	\$0.00	\$ 1,925.00	\$0.00	\$0.00
Customer Port Connection - 1 Gig / Basic / EYQFX	0	0	\$167.00	\$0.00	\$ 2,100.00	\$0.00	\$0.00
Customer Port Connection - 10 Gig / Basic / EYQGX	0	0	\$675.00	\$0.00	\$ 15,750.00	\$0.00	\$0.00
10Mb CIR / Interactive - Basic Only / R6EBX	0	0	\$153.40	\$0.00	\$ 150.00	\$0.00	\$0.00
20Mb CIR / Interactive - Basic Only / R6EDX	0	0	\$201.40	\$0.00	\$ 150.00	\$0.00	\$0.00
50Mb CIR / Interactive - Basic Only / R6EHX	0	0	\$297.40	\$0.00	\$ 150.00	\$0.00	\$0.00
100Mb CIR / Interactive - Basic Only / R6ELX	0	0	\$393.40	\$0.00	\$ 150.00	\$0.00	\$0.00
150Mb CIR / Interactive - Basic Only / R6ENX	0	0	\$423.40	\$0.00	\$ 150.00	\$0.00	\$0.00
250Mb CIR / Interactive - Basic Only / R6EQX	0	0	\$519.40	\$0.00	\$ 150.00	\$0.00	\$0.00
400Mb CIR / Interactive - Basic Only / R6ESX	0	0	\$533.40	\$0.00	\$ 150.00	\$0.00	\$0.00
500Mb CIR / Interactive - Basic Only / R6ETX	0	0	\$585.40	\$0.00	\$ 150.00	\$0.00	\$0.00
600Mb CIR / Interactive - Basic Only / R6EUX	0	0	\$621.40	\$0.00	\$ 150.00	\$0.00	\$0.00
1000Mb CIR / Interactive - Basic Only / R6EZX	0	0	\$753.40	\$0.00	\$ 150.00	\$0.00	\$0.00
2000Mb CIR / Interactive - Basic Only / R61BX	0	0	\$267.00	\$0.00	\$ 150.00	\$0.00	\$0.00
4000Mb CIR / Interactive - Basic Only / R61FX	0	0	\$747.00	\$0.00	\$ 150.00	\$0.00	\$0.00
5000Mb CIR / Interactive - Basic Only / R61HX	0	0	\$975.00	\$0.00	\$ 150.00	\$0.00	\$0.00
7500Mb CIR / Interactive - Basic Only / R61NX	0	0	\$1,299.00	\$0.00	\$ 150.00	\$0.00	\$0.00

WK# - TCAL and ILEC - Intraslate - TBD Please sign by October 5, 2019	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: October 10, 2014 Effective Date of Amendment: _____
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**Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms**

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
10000Mb CIR / Interactive - Basic Only / R61SX	0	0	\$1,755.00	\$0.00	\$ 150.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$0.00			\$0.00
*If the standard NRC exceeds the billed NRC, the difference has been waived. Charges for special construction, if needed, may also apply.							

End of Document



**AT&T Integrated Data Services
Pricing Schedule**

AT&T MA Reference No. 149943UA

MCN: LW1076

Customer	AT&T
State of Michigan Street Address: 608 W. Allegan St. City: Lansing State/Province: Michigan Zip Code: 48933 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 608 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: USA Telephone: 517-241-0257 Email: wilsond7@michigan.gov	Name: Robert O'Brien Street Address: 221 N. Washington Square City: Lansing State/Province: MI Zip Code: 48933 Country: USA Telephone: 517-334-3614 Email: ro6361@att.com Sales/Branch Manager: Scott Campbell SCVP Name: Jeff Maggi Sales Strata: SLED Sales Region: Midwest 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
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 Schedule is part of the Agreement between AT&T and Customer referenced above.

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

State of Michigan
WK-TBD-BC8K4AV1

Please sign by : 03/21/2020

For AT&T Administrative Use Only

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for Integrated Data Services

1. SERVICES

Service	Service Publication Location
AT&T Bandwidth Services	http://serviceguidenew.att.com/sq_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Expires October 13, 2022.
Term Start Date/Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC AND MARC-ELIGIBLE CHARGES

3.1. MARC

	YEAR 1	YEAR 2	YEAR 3
MARC under this Pricing Schedule	\$0	\$0	\$0

4. MINIMUM PAYMENT PERIOD

Minimum Payment Period	Service Component
0 months*	Each Service Component

5. DISCOUNTS

Not Applicable

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
Waiver Package C as specified in the Service Guide,	N/A	As specified in the Service Guide

State of Michigan
 WK-TBD-BC8K4AV1

Please sign by : 03/21/2020

For AT&T Administrative Use Only	
Master Agreement No.	_____
Pricing Schedule No.	_____
Original Effective Date:	_____
Effective Date of Amendment:	_____

Pricing Schedule for Integrated Data Services

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/sg_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>	

7. RATES

7.1 T1 Access Channels and Access Connections

Service	Discount
T1 Access Channel	0%
T1 Access Connection	100%
T1 Access Channel Access Coordination Function	100%
T1 Access Channel Clear Channel Capability	100%

7.2. T1 Access Channel AT&T Footprint

T1 Access Channels (AT&T Footprint)	
SWC CLLI	Monthly Recurring Charge*
NRWYMINW HNCMMIMN	\$130.00
ENGDMIMN STSNMIST	
LKLLMIMN WYNDMIMN	
WAYNMIMN DTRTMIRV	
ESCNMIMN KLMZMIFA	
GDRPMIBL SGNWMIFA	
JCSNMIMN SGNWMIPA	
SFLDMIBV SGNWMIWS	
SFLDMIMN WBFDMIMN	
SFLDMI48	
MRQTMIMN	
CDLCMIMN	
(includes service to but not limited to NPA-NXX or Site Address)	

State of Michigan
 WK-TBD-BC8K4AV1

Please sign by : 03/21/2020

For AT&T Administrative Use Only

Master Agreement No. _____
 Pricing Schedule No. _____
 Original Effective Date: _____
 Effective Date of Amendment: _____

Pricing Schedule for Integrated Data Services

7.3 T1 Access Channel Non-AT&T Footprint.

T1 Access Channels (Out of Franchise – Non AT&T Footprint)		Monthly Recurring Charge
SWC CLLI		
	MIO MIXG	\$144.00
ADRN MIXG	MLFR MIXE	
ALPE MIXG	MNSG MIXJ	
ATLN MIXG	MNTQ MIXG	
BARG MIXJ	MNPL MIXG	
BLDL MIXI	MSKG MIXK	
CAROMIXI	MSKG MIXL	
CDWR MIXG	MSKG MIXM	
CNVIMIXH	MSKG MIXN	
CRNM MIXK	MSKG MIXR	
CSPL MIXG	MSKH MIXP	
CSVLMIXH	MTWN MIXG	
DRISMIXI	ONTN MIXI	
DVSN MIXG	ONST MIXI	
DWGC MIXG	OWSO MIXH	
ERIE MIXG	PNLK MIXI	
FNVLMIXG	PTAS MIXI	
FRVW MIXG	PTBG MIXAK	
GRDN MIXG	PTBG MIXJ	
GRLY MIXG	RGCY MIXG	
GYLR MIXG	SHNG MIXI	
HALEMIXA	STRG MIXG	
HART MIXG	SNTN MIXG	
HGLK MIXG	SOHN MIXH	
HLMN MIXG	STBY MIXI	
HGPT MIXL	SWCR MIXG	
HNORMIXI	SWYR MIXI	
HRVLMIXG	THRR MIXH	
KGSL MIXI	THRR MIXT	
KNRS MIXG	TMPR MIXG	
LKGOMIXI	VNDR MIXG	
LKCY MIXI	WLK MIXG	
LNSEMIXI	WHPG MIXG	
LSTN MIXG	WHP MIXI	
	WLKM MIXG	
	WMTN MIXG	
(includes service to but not limited to NPA-NXX or Site Address)		

This is the end of the document.



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 **9**
 to
 Contract Number **071B5500011**

CONTRACTOR	AT & T SERVICES INC
	221 N. Washington Square
	Lansing, MI 48933
	Anne Fisher
	248-631-8282
	af3981@att.com
	CV0062699

STATE	Program Manager	Scott Hall	DTMB
		517-241-4255	
		halls9@Michigan.gov	
	Contract Administrator	Jordan Sherlock	DTMB
		517-243-5556	
		sherlockj@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input 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 13, 2022
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Effective 8/1/2019 this contract is exercising 3 option years, and is incorporating a Product and Pricing Schedule change for the AT&T WAN Contract, reference 071B5500011. This also includes new products such as Flexware and IP Flex. See attached documents for pricing schedules and amendment documents. The new contract expiration date is 10/13/2022. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.



AT&T Signature Page

Customer	AT&T
State of Michigan Street Address: 608 W Allegan St City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Dave Wilson Title: Street Address: 608 W Allegan St City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 517-241-0257 Email: WilsonD7@michigan.gov	Street Address: One AT&T Way City: Bedminster State/Province: NJ Zip Code: 07921-0752 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@at.com

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. Each document will become effective upon AT&T's Signature on the document itself. If the documents listed below include a Master Agreement, AT&T must countersign such Master Agreement before any of the listed documents will become effective.

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer 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 at http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a nonnative or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Document(s) Appended:

- AT&T Dedicated Internet Pricing Schedule
- AT&T FlexWare Pricing Schedule
- AT&T IP Flexible Reach Service Pricing Addendum
- AT&T Network Sourcing Pricing Schedule for Custom Services Amendment 9
- AT&T Switched Ethernet Service (with Network OnDemand) Pricing Schedule Provided Pursuant to Custom Terms
- AT&T VPN Service Pricing Addendum
- AT&T Bandwidth Services—Circuit Term Plan Pricing Schedule

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Jordan Sherlock</i>	By: <i>Michele Anderson</i>

Name: Jordan Sherlock	Name: Michelle Senderson
Title: Category Analyst	Title: Lead Solutions Architect
Date: 8/19/2019	Date: 08/16/2019



**AT&T FlexWare
PRICING SCHEDULE**

AT&T MA Reference No. UA149943

Contract ID No. NFODABI4IQ0

Customer	AT&T
State of Michigan Street Address: 608 W. Allegan St. City: LANSING State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp or enter the International Affiliate Name
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 608 W. Allegan St. City: LANSING State/Province: MI Zip Code: 48933 Country: USA Telephone: 517-241-0257 Fax: Email: wilsond7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Street Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 248-631-8282 Fax: Email: af3981@att.com Sales/Branch Manager: Robert H O'Brien SCVP Name: Roger Blake Sales Strata: State, Local and 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
AT&T Solution Provider or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Email: Agent Code	

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

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

State of Michigan WK-154686V1 Please sign by : 09/19/2019	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Amended Effective Date: _____
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**AT&T FlexWare
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Flexware	http://servicesguidenew.att.com/qa_flashPlayerPage/NFoD

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Term Start Date and Effective Date of Rates and Discounts	Original Effective Date of this Pricing Schedule
Start Date of Minimum Payment Period, Per Service Component	Later of the Effective Date of this Pricing Schedule or Installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Host Service Component are stabilized until the end of its Minimum Payment Period ("MPP"). The rates for the Virtual Network Functions Service Components are stabilized until the end of the MPP for the Host on which it resides.
Pricing Following the End of Host 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 PERIODS

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Virtual Network Function Service Components	100%	1 Month
All Host Service Components	100%	36 months

4. ADDS AND MOVES

4.1 ADDS

AT&T FlexWare Service Components may be purchased during the Pricing Schedule Term, where available per the applicable Service Publication, at the rates, terms and conditions herein. Orders for new Service Components may not be placed under this Pricing Schedule after the expiration of the Pricing Schedule Term.

4.2 MOVES

Per applicable Service Guide.

MA XI or higher epcs_processed ATTUID: jy6985 ROME SR ID #: 1-ABI4IQ0	AT&T and Customer Confidential Page 2 of 6	UCPE_VMS_FlexWare_Sales v. 01/02/18 Post 1802 - 02/01/2019
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State of Michigan WK-154686V1

Please sign by : 09/19/2019

For AT&T Administrative Use Only

Master Agreement No. _____
 Pricing Schedule No. _____
 Original Effective Date: _____
 Amended Effective Date: _____

**AT&T FlexWare
 PRICING SCHEDULE**

5. RATES and CHARGES

5.1 Monthly Recurring Charges (MRC) - Sites in the US exclude Guam, CNMI and American Samoa.

**5.1.1 Host MRCs
 Universal CPE (UCPE)**

Host MRC		
HostType	Country	United States
	Currency	USD
UCPE	AT&T U210	79.00
	AT&T U410	148.00
	AT&T U412	185.00
	AT&T U210T	97.00
	AT&T U410T	166.00
	AT&T U412T	203.00
	AT&T V150	69.00
	AT&T V150-T	87.00

5.1.2 Virtual Network Functions (VNF) MRC - AT&T Managed

VNF MRC - AT&T Managed		
Software Type	Country	United States
	Currency	USD
Router	Juniper vSRX 300M*	20.00
	Juniper vSRX 1G	90.00
	Cisco CSR 10M	46.00
	Cisco CSR 50M	68.00
	Cisco CSR 100M	101.00
	Cisco CSR 250M	191.00
	Cisco CSR 500M	245.00
	Cisco CSR 1G	307.00
	Cisco CSR 2.5G	415.00
	Cisco CSR AX 10M	60.00
	Cisco CSR AX 50M	86.00
	Cisco CSR AX 100M	132.00
	Cisco CSR AX 250M	239.00
	Cisco CSR AX 500M	305.00
	Cisco CSR AX 1G	406.00

State of Michigan WK-154886V1 Please sign by : 09/19/2019	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Amended Effective Date: _____
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**AT&T FlexWare
PRICING SCHEDULE**

VNF MRC - AT&T Managed		
Software Type	Country	United States
	Currency	USD
Firewall Essential	Cisco CSR AX 2.5G	561.00
	Palo Alto VM50	225.00
	Palo Alto VM100	500.00
	Palo Alto VM300	700.00
	Fortinet FortiGate - VM00 Essential	150.00
	Fortinet FortiGate - VM01 Essential	250.00
	Fortinet FortiGate - VM02 Essential	475.00
	Fortinet FortiGate - VM04 Essential	575.00
	Fortinet FortiGate - VM08 Essential	950.00
	Firewall Enhanced	Fortinet FortiGate VM00 Enhanced
Fortinet FortiGate VM01 Enhanced		400.00
Fortinet FortiGate VM02 Enhanced		650.00
Fortinet FortiGate VM04 Enhanced		825.00
Fortinet FortiGate VM08 Enhanced		1,200.00
Palo Alto VM50 Enhanced		400.00
Palo Alto VM100 Enhanced		675.00
Palo Alto VM300 Enhanced		925.00
Other	Riverbed Steelhead VCX-10	95.00
	Riverbed Steelhead VCX-20	154.00
	Riverbed Steelhead VCX-30	243.00
	Riverbed Steelhead VCX-40	314.00
	Riverbed Steelhead VCX-50	444.00
	Riverbed Steelhead VCX-60	738.00

*The Juniper vSRX 300M Router VNF is only supported on the u210 uCPE Host Device.

5.1.3 Virtual Network Functions (VNF) MRCs – Self Managed

VNF MRC - Self Managed		
Software Type	Country	United States
	Currency	USD
Router	Juniper vSRX 300M	\$15.00
	Juniper vSRX 1G	\$70.00
	VeloCloud vEdge ENT 10M	\$41.00

MA XI or higher epcs_processed ATTUID: jy6985 ROME SR ID #: 1-AB141Q0	AT&T and Customer Confidential Page 4 of 6	UCPE_VMS_FlexWare_Sales v. 01/02/18 Post 1802 – 02/01/2019
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State of Michigan WK-154686V1

Please sign by : 09/19/2019

For AT&T Administrative Use Only

Master Agreement No. _____
 Pricing Schedule No. _____
 Original Effective Date: _____
 Amended Effective Date: _____

**AT&T FlexWare
 PRICING SCHEDULE**

VNF MRC - Self Managed		
Software Type	Country	United States
	Currency	USD
Router	VeloCloud vEdge ENT 30M	\$51.00
	VeloCloud vEdge ENT 50M	\$61.00
	VeloCloud vEdge ENT 100M	\$101.00
	VeloCloud vEdge ENT 200M	\$156.00
	VeloCloud vEdge ENT 300M	\$211.00
	VeloCloud vEdge ENT 400M	\$214.00
	VeloCloud vEdge ENT 1G	\$284.00
	VeloCloud vEdge PRE 10M	\$52.00
	VeloCloud vEdge PRE 30M	\$67.00
	VeloCloud vEdge PRE 50M	\$87.00
	VeloCloud vEdge PRE 100M	\$121.00
	VeloCloud vEdge PRE 200M	\$201.00
	VeloCloud vEdge PRE 300M	\$261.00
	VeloCloud vEdge PRE 400M	\$284.00
	VeloCloud vEdge PRE 1G	\$504.00
	Firewall Essential	Fortinet FortiGate - VM00 Essential
Fortinet FortiGate - VM01 Essential		\$150.00
Fortinet FortiGate - VM02 Essential		\$350.00
Fortinet FortiGate - VM04 Essential		\$450.00
Fortinet FortiGate - VM08 Essential		\$800.00
Palo Alto VM50 - Essential		\$125.00
Palo Alto VM100 - Essential		\$375.00
Palo Alto VM300 - Essential		\$550.00
Checkpoint VE10 - Essential		\$60.00
Checkpoint VE50 - Essential		\$125.00
Checkpoint VE250 - Essential		\$300.00
Checkpoint VE500 - Essential		\$375.00
Checkpoint VE1000 - Essential	\$625.00	
Firewall Enhanced	Fortinet FortiGate - VM00 Enhanced	\$100.00
	Fortinet FortiGate - VM01 Enhanced	\$200.00
	Fortinet FortiGate - VM02 Enhanced	\$450.00
	Fortinet FortiGate - VM04 Enhanced	\$600.00
	Fortinet FortiGate - VM08 Enhanced	\$950.00
	Juniper vSRX 10M Enhanced	\$100.00

MA XI or higher
 epcs_processed
 ATTUID: jy6985
 ROME SR ID #: 1-AB14IQ0

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UCPE_VMS_FlexWare_Sales
 v. 01/02/18
 Post 1802 - 02/01/2019

State of Michigan WK-154686V1

For AT&T Administrative Use Only

Please sign by : 09/19/2019

Master Agreement No. _____
 Pricing Schedule No. _____
 Original Effective Date: _____
 Amended Effective Date: _____

**AT&T FlexWare
 PRICING SCHEDULE**

VNF MRC - Self Managed		
Software Type	Country	United States
	Currency	USD
Firewall Enhanced	Juniper vSRX 100M Enhanced	\$325.00
	Juniper vSRX 1G Enhanced	\$450.00
	Palo Alto VM50 Enhanced	\$200.00
	Palo Alto VM100 Enhanced	\$475.00
	Palo Alto VM300 Enhanced	\$675.00
	Checkpoint VE10 Enhanced	\$85.00
	Checkpoint VE50 Enhanced	\$150.00
	Checkpoint VE250 Enhanced	\$450.00
	Checkpoint VE500 Enhanced	\$625.00
	Checkpoint VE1000 Enhanced	\$1,000.00
Other	Riverbed Steelhead VCX-10	\$23.00
	Riverbed Steelhead VCX-20	\$82.00
	Riverbed Steelhead VCX-30	\$173.00
	Riverbed Steelhead VCX-40	\$244.00
	Riverbed Steelhead VCX-50	\$374.00
	Riverbed Steelhead VCX-60	\$668.00

*The Juniper vSRX 300M Router VNF is only supported on the u210 uCPE Host Device.

5.2 Host Universal CPE Non-Recurring Charge (NRC)

Host UCPE NRC		
Installation Type	Country	United States
	Currency	USD
NRC	Host UCPE Installation Per Unit	450.00

5.3 Additional Charges

Charges for additional Service options may apply, per Service Publication.

[END OF DOCUMENT]



**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Customer	AT&T
STATE OF MICHIGAN Street Address: 608 W Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: US	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Street Address: 608 W Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 517-241-0257 Email: WilsonD7@michigan.gov	Name: ANNE FISHER Street Address: 23500 Northwestern Hwy Bldg W, Room W-216 City: Southfield State/Province: MI Zip Code: 48075 Country: United States Telephone: 248-631-8282 Email: af3981@us.att.com Sales/Branch Manager: ROGER BLAKE SCVP Name: ROGER BLAKE Sales Strata: BCS GEM Sales Region: MW 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
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

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

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS351481

1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

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. 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%	12 months

4. GRANDFATHERING AND WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RESALE OF SERVICES (US Mainland, and HI only)

Customer may resell the Service.

6. RATES (US Mainland, and HI only)

**Section I : AT&T Dedicated Internet
 Access Bandwidth -**

Table 1 : Tiered T-1, NxT-1, E-1 And Frame

Access Method	Speed	ADI Monthly Service Fee List Price	ADI w/ Managed Router Monthly Service Fee List Price	Discount
T-1	T-1	\$470	\$540	58.23%

AT&T and Customer Confidential Information
 Page 2
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

2xT-1	3 Mbps	\$850	\$1,145	74.75%
3xT-1	4.5 Mbps	\$1,100	\$1,395	74.75%
4xT-1	6 Mbps	\$1,250	\$1,545	74.75%
5xT-1	7.5 Mbps	\$1,480	\$2,360	74.75%
6xT-1	9 Mbps	\$1,715	\$2,595	74.75%
7xT-1	10.5 Mbps	\$1,915	\$2,795	74.75%
8xT-1	12 Mbps	\$2,190	\$3,070	74.75%

* Speed not available with MPLS PNT.

† Speed available only with MPLS PNT Feature.

Table 2 : ADI N x 10 Gig Ethernet – Flat Rate Billing Option**

Speed	ADI Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	0.00%
3x -10.0 Gbps	\$2,220,000	0.00%
4x -10.0 Gbps	\$2,920,000	0.00%

* Service not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 3 : DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

Table 4 : ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI	Undiscounted ADI w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500*	\$1,500**
10 Gig Ethernet* and up	\$1,500*	\$1,500

* Service not available with MPLS PNT.

**Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

Pricing also applies to Service locations in Alaska.

Table 5 : On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI w/ Managed Router Only
56 Kbps	\$999

AT&T and Customer Confidential Information

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 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska.

Table 6 : Flexible Bandwidth Billing Option – Ethernet*

Discount applied to ADI & ADI w/Managed Router Discount: 0.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 0.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to ADI & ADI w/ Managed Router for the following: 67.00%			Incremental Usage Fee Discount for the following: 67.00%
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
Discount applied to ADI & ADI w/ Managed Router for the following: 67.37%			Incremental Usage Fee Discount for the following: 67.37%
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
Discount applied to ADI & ADI w/ Managed Router for the following: 67.00%			Incremental Usage Fee Discount for the following: 67.00%
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
Discount applied to ADI & ADI w/ Managed Router for the following: 67.00%			Incremental Usage Fee Discount for the following: 67.00%
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
Discount applied to ADI & ADI w/ Managed Router for the following: 67.37%			Incremental Usage Fee Discount for the following: 67.37%
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
Discount applied to ADI & ADI w/ Managed Router for the following: 67.00%			Incremental Usage Fee Discount for the following: 67.00%
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
Discount applied to ADI & ADI w/ Managed Router for the following: 67.00%			Incremental Usage Fee Discount for the following: 67.00%
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
Discount applied to ADI & ADI w/ Managed Router for the following: 67.00%			Incremental Usage Fee Discount for the following: 67.00%
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Table 7 : Flexible Bandwidth Billing Option – ADI 10 Gig Ethernet*

Discount applied to ADI & ADI w/Managed Router Discount:71.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount:71.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	ADI Undiscounted Monthly Fee	ADI with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to ADI for the following:			Incremental Usage Fee Discount for the following:
.5 Gbps	\$5,658	\$7,000	\$70.00
1.0 Gbps	\$6,400	\$9,950	\$49.75
Discount applied to ADI for the following:			Incremental Usage Fee Discount for the following:
1.5 Gbps	\$8,727	\$10,909	\$36.36
2.0 Gbps	\$9,091	\$12,276	\$30.69

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

2.5 Gbps	\$11,244	\$15,215	\$30.43
Discount applied to ADI for the following:			Incremental Usage Fee Discount for the following:
3.0 Gbps	\$13,309	\$17,981	\$29.97
3.5 Gbps	\$14,400	\$19,462	\$27.80
4.0 Gbps	\$16,015	\$21,591	\$26.99
Discount applied to ADI for the following:			Incremental Usage Fee Discount for the following:
4.5 Gbps	\$16,771	\$22,720	\$25.24
5.0 Gbps	\$18,196	\$24,553	\$24.55
5.5 Gbps	\$19,636	\$26,502	\$24.09
6.0 Gbps	\$21,309	\$28,768	\$23.97
Discount applied to ADI for the following:			Incremental Usage Fee Discount for the following:
6.5 Gbps	\$22,589	\$30,499	\$23.46
7.0 Gbps	\$24,218	\$32,727	\$23.38
7.5 Gbps	\$25,760	\$34,793	\$23.20
8.0 Gbps	\$26,953	\$36,387	\$22.74
Discount applied to ADI for the following:			Incremental Usage Fee Discount for the following:
8.5 Gbps	\$28,233	\$38,115	\$22.42
9.0 Gbps	\$28,931	\$39,069	\$21.71
9.5 Gbps	\$29,527	\$39,855	\$20.98
10.0 Gbps	\$30,909	\$41,716	\$20.86

* Service not available with MPLS PNT.

*Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

Section II : Additional Service Fees

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

*Subject to availability, pricing also applies to Service locations in Alaska.

Section III: Local Access Pricing

Table 1: Ethernet Access*

Access Bandwidth	Local Access Non-Recurring	Local Access Monthly Recurring
10 Mb	\$0	\$587.82
100 Mb	\$0	\$602.47
1 GB	\$0	\$1086.76

Table 2: Ethernet Access by CLLI

Ethernet Local Access Net Monthly Recurring Charge per SWC CLLI is valid for any NPA-NXX where such Ethernet Local Access is provisioned from the same Service Wire Center (SWC CLLI) and served at the same AT&T POP.

AT&T and Customer Confidential Information

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**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

SWC CLLI	City, State	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
BRPTMIMN	Bridgeport, MI	100 Mbps	\$0.00	\$ 602.47
CDSPMIMN	Cedar Springs, MI	100 Mbps	\$0.00	\$ 602.47
NRVLMIMN	Northville, MI	100 Mbps	\$0.00	\$ 602.47
DTRTMIBL	Detroit, MI	10 Mbps	\$0.00	\$ 587.82
LNGMIMN	Lansing, MI	1000 Mbps	\$0.00	\$ 1,086.76
DMDLMIDD	Windsor Charter TWP, MI	1000 Mbps	\$0.00	\$ 1,086.76
LNGMIMN	Lansing, MI	10000 Mbps	\$0.00	\$ 4,577.56
DMDLMIDD	Windsor Charter TWP, MI	10000 Mbps	\$0.00	\$ 4,577.56
DTTNMIMN	Dutton, MI	10000 Mbps	\$0.00	\$ 4,577.56

Pricing only applies to locations within AT&T franchise service areas within the State of Michigan. Subject to final AT&T Engineering review. Special Construction Charges may apply.

This is the last page of the Pricing Document

AT&T and Customer Confidential Information
 Page 7
 ASAP!

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan 608 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: David Wilson Title: Manager 608 W Allegan St. Lansing, MI 48993 United States of America Telephone: 5172423359 Fax: Email: Wilsond7@michigan.gov Customer Account Number or Master Account Number:	23500 Northwestern Hwy; Building W; Suite W-216 Southfield, MI 48075 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	

This Network Sourcing Pricing Schedule – Amendment 9 is attached to Article 1 of the Agreement referenced above and provides new custom pricing associated with the Service Integrator functions outlined in Article 1 – SOW to the State of Michigan WAN Services. The rates included herein are exclusive of any applicable taxes which are the responsibility of Customer.

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

1. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	96 Months
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule (10/15/2014)
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Effective Date of Rates and Discounts	First of the month following the Effective Date of this Amendment 9
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2. AT&T Michigan Network Operations Center (MNO) Support Service Bundled Offer Rates

Pricing in this section represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management, Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

All Transition and Transformation One Time Charges are waived under this Agreement.

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Support Service Desk: Data Center Router - SOM_ASR1001-X	12	\$790.00
Support Service Desk: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$790.00
Support Service Desk: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$707.00
Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$696.00
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9	444	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO3945E/K9	3	\$690.00
Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9	86	\$298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO4321 Class 3	N/A	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO4321 Class 4	N/A	\$298.13

Oppty ID: 1-61EENHT
Custom Network Sourcing --ss2951

AT&T and Customer Confidential Information

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

Support Service Desk: Class 3 Site Router - SOM_CISCO4331 Class 3	N/A	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO4331 Class 4	N/A	\$298.13
Support Service Desk: Class 1 Site Router - SOM_CISCO4431 Class 1	N/A	\$707.00
Support Service Desk: Class 2 Site Router - SOM_CISCO4431 Class 2	N/A	\$696.00
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 3	N/A	\$690.00
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 Class 4	N/A	\$350.00
Support Service Desk: Class 3 Site Router - SOM_CISCOASR1001x Class 3	N/A	\$700.00
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 Class 3	N/A	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 Class 4	N/A	\$298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO1111 LTE Class 3	N/A	\$562.71
Support Service Desk: Class 4 Site Router - SOM_CISCO1111 LTE Class 4	N/A	\$298.13
Support Service Desk: Class 3 Site Router - SOM_CISCO4431 KVM Class 3	N/A	\$562.71
CPE Management and NOC Services*	N/A	\$0
Problem and Incident Management*	N/A	\$0
Service Desk - Request and Change Management*	N/A	\$0
Management and Monitoring*	N/A	\$0

*Charges are included in the Support Service Desk charges above.

3. **Third Party WAN Service Provider Management**

A monthly recurring charge of \$54.00 will apply for each Third Party circuit being managed by AT&T as the Service Integrator, up to a maximum of 7 different Service Providers and 200 non-AT&T provided circuits.

4. **Hardware Installation and Rental Charges**

Pricing in this Section represents the monthly rental rates for Data Center routers. The installation charges associated with the routers below are waived.

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Hardware Installation and Rental Charges	100%	12 Months

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Hardware Rental: Data Center Router - SOM_ASR1001-X	12	\$ 809.08
Hardware Rental: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$ 1,863.45

Oppty ID: 1-61EENHT
Custom Network Sourcing -es2951

AT&T and Customer Confidential Information

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

WAN Edge Site Router Type		
Hardware Rental: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$ 350.79
Hardware Rental: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$ 384.94
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9	444	\$ 87.29
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$ 100.51
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$ 116.36
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$ 145.43
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$ 174.50
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$ 203.57
Hardware Rental: Class 3 Site Router - SOM_CISCO3945E/K9	3	\$ 305.39
Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9	86	\$ 23.87
Hardware Rental Class 4 Site Router: CISCO891-F/K9		\$ 12.47
Hardware Rental Class 3 Site Router: CISCO2921/K9		\$ 41.71
Hardware Rental Class 2 Site Router: CISCO3945E/K9		\$ 226.74
Hardware Rental Class 4 Site Router: CISCO899G-LTE/K9		\$ 17.06
Hardware Rental Class 3 Site Router: CISCO4321/K9		\$ 47.74
Hardware Rental Class 3 Site Router: CISCO4331/K9		\$ 81.90
Hardware Rental Class 2 Site Router: CISCO4431/K9		\$ 172.90
Hardware Rental: ISR 1100 8 Ports Dual GE WAN Ethernet Router C1111-8P		\$35.00
Hardware Rental: ISR 1100 8P Dual GE SFP Router w/ LTE C1111-8PI TEEA		\$44.00
Hardware Rental: Cisco 4331 KVM for Iperf SOM4331-KVM		\$101.00
Hardware Rental: ASR1001-X Cisco ASR1001-X Chassis 6 built-in GE Dual P/S 8GB DRAM		\$283.00
Hardware Rental: ISR4331-SEC/K9 Cisco ISR_4331 Sec bundle w/SEC license		\$50.00

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

Router Bold-on Options	Description	Monthly Unit Rates
LAN Ports – Part Number		
HWIC-2FE	Two 10/100 routed port HWIC	\$ 17.28
EHWIC-1GE-SFP-CU	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	\$ 9.52
SM-2GE-SFP-CU	2 Port GE SFP Service Module	\$ 15.73
Switch Modules – Part Number		
SM-X-ES3-16-P	SM-X Ethernet Switch, L2/L3, SM, 16 GE, POE+	\$ 25.26
C3560X-16-L-S	SM-X 16 Port Layer 3 LAN base to IP Base paper license	\$ 5.24
C3560X-16-L-E	SM-X 16 Port Layer 3 LAN base to IP Services paper license	\$ 36.70
SM-X-6X1G	SM-X module with 6-port dual-mode GE / SFP	\$137.00
NIM-ES2-8	8-port Layer 2 GE Switch Network Interface Module	\$15.00
SFP-10G-SR	10GBASE-SR SFP Module	\$17.00
SFP-GE-T	1000BASE-T SFP	\$7.00
SFP Plugs		
GLC-SX-MMD	1000BASE-SX SFP transceiver module MMF 850nm DOM	\$ 5.96
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	\$ 11.86
GLC-ZX-SMD	1000BASE-ZX SFP transceiver module SMF 1550nm DOM	\$ 47.61
WAN Ports		
HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 11.92
HWIC-4T1/E1	4 port clear channel T1/E1 HWIC	\$ 41.71
VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 17.04
VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 26.22
VVIC3-4MFT-T1/E1	4 Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 52.43
EHWIC-4G-LTE-A	4G LTE EHWIC for ATT 700 MHz Band 17 / HSPA+	\$ 13.70
EHWIC-4G-LTE-V	4G LTE EHWIC for Verizon 700 MHz Band 13 / CDMA Rev A	\$ 13.70
SM-X-1T3/E3	One port T3/E3 Service Module	\$ 111.42
Compact Flash		
MEM-CF-256U4GB	256MB to 4GB Compact Flash Upgrade for Cisco 190029003900	\$ 14.30
Licenses		

Oppty ID: 1-61EENHT
Custom Network Sourcing –es2951

AT&T and Customer Confidential Information

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

SL-29-APP-K9	AppX License with; DATA and WAAS for Cisco 2900 Series	\$ 11.92
SL-39-APP-K9	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	\$ 23.83
FL-29-HSEC-K9	U.S. Export Restriction Compliance license for 2921/2951	\$ 8.94
FL-39E-HSEC-K9	U.S. Export Restriction Compliance license for 3900E series	\$ 23.83
FL-4330-HSEC-K9	U.S. Export Restriction Compliance license for 4330 series	\$15.00
FL-4330-PERF-K9	Performance on Demand License for 4330 Series (300M)	\$26.00
FL-44-PERF-K9	Performance on Demand License for 4400 Series (1G)	\$62.00
FLSA1-1X-2.5-5G	2.5G to 5Gbps License for ASR 1001-X	\$215.00
FLSA1-BIN-1X10GE	1X10GE ASR1001-X Built-In 10GE 1-port License	\$117.00
FLSASR1-IPSEC	IPSEC License for ASR1000 Series	\$167.00
SLASR1-AIS	Cisco ASR 1000 Advanced IP Services License	\$208.00
NIM-2GE-CU-SFP	2-port GE WAN NIM, dual-mode RJ45 & SFP	\$ 13.61
LTE WAN		
NIM-4G-LTE-NA	4G LTE NIM for North America AT&T and Canada	\$ 9.67

5. Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments
Project Manager	\$TBD	Varies depending on type and scope of Project. These types of projects would be considered out the scope of work for this contract. Billed in 1 day increments, one month minimum
Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour (normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Managed Security Services Professional Services	\$See Below	There are a variety of different security professional services positions. The hourly pricing is listed below.

Oppty ID: 1-81EENHT
Custom Network Sourcing --cs2951

AT&T and Customer Confidential Information

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 9

Total	SNA	Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed
 - m. Expected Bidder Work Hours and Conditions
4. The parties agree that the Services/Deliverables to be rendered by Bidder using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. Bidder shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.



Sales Contact Information
CUSHMAN; CRAIG
6168819490
cc9189@us.att.com

eSign Fax Cover Sheet Contract Id: 8698714

To: AT&T Automated Fax Handling Service **From:** _____

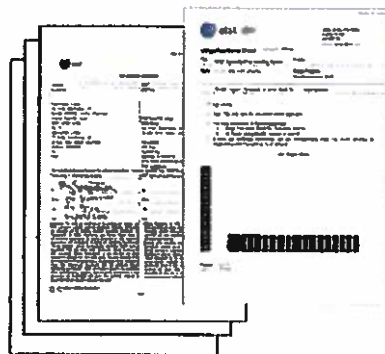
Fax: 877-374-4632 or 877-eSignFax **Total Pages: 5**
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 8698714
 - II. All Pages stamped with Contract Id: 8698714
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 1631475

Contract Id: 8698714



AT&T MA Reference No. UA149943
 AT&T Contract ID No. SDN807EBGG

AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
Pricing Schedule Provided Pursuant to Custom Terms

Please sign by 02-15-2019

Customer	AT&T
STATE OF MICHIGAN Street Address: 608 W ALLEGAN ST City: LANSING State/Province: MI Zip Code: 48933-1521 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 608 W ALLEGAN ST City: LANSING State/Province: MI Zip Code: 48933-1521 Country: USA Telephone: 5172410257 Fax: Email: Wilson7@michigan.gov Customer Account Number or Master Account Number: 1-12MIT-62	Name: Anne Fisher Street Address: 23500 Northwestern High, Building W, Suite W-216 City: Southfield State/Province: MI Zip Code: 48075 Country: USA Telephone: 2486318282 Fax: 6167321987 Email: af3981@us.att.com Sales/Branch Manager: Robert H O'Brien SCVP Name: ROGERBLAKE Sales Strata: Retail-Direct Sales Region: US-MIDWEST 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
AT&T Solution Provider or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA 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.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: http://cor.att.com/pdf/publications/NOD_Guide.pdf which is incorporated herein by reference and is subject to change by AT&T from time to time.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. 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:

For AT&T internal use only: Contract Ordering and Billing Number (CNUM):

WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

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

1.1 AT&T Switched Ethernet ServiceSM

Service	Service Publication (Incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

Service Providers			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

1.2 Inside Wiring

Service	AT&T Inside Wiring
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Attachment	http://cpr.att.com/pdf/service_publications/ASE_SDN_Inside_Wiring_Attachment.pdf

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

WK# - Interstate-InterLATA - TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

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
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one (1), two (2) or three (3) 12 month period ("Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	12 months

*Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.

4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE

5.1.1 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

Basic Port Connection MRC

Basic Port Connection Speed	MRC
100 Mbps	\$214.50
1 Gbps	\$214.50

Bandwidth MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

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WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

Bandwidth MRC (100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$51.50	\$65.50	\$93.50	\$107.50	\$121.50
4 Mbps	\$56.25	\$70.50	\$99.00	\$113.25	\$127.50
5 Mbps	\$61.00	\$75.50	\$104.50	\$119.00	\$133.50
8 Mbps	\$65.75	\$80.50	\$110.00	\$124.75	\$139.50
10 Mbps	\$70.50	\$85.50	\$115.50	\$130.50	\$145.50
20 Mbps	\$276.32	\$289.17	\$321.30	\$353.43	\$379.13
50 Mbps	\$323.40	\$338.25	\$371.25	\$404.25	\$435.60
100 Mbps	\$380.53	\$400.56	\$433.94	\$467.32	\$500.70
150 Mbps	\$530.94	\$557.29	\$582.82	\$607.95	\$652.53
250 Mbps	\$604.95	\$635.20	\$715.86	\$796.52	\$855.00
400 Mbps	\$665.91	\$699.50	\$778.54	\$857.58	\$920.82
500 Mbps	\$707.17	\$742.33	\$820.47	\$898.61	\$965.03
600 Mbps	\$809.63	\$849.73	\$939.47	\$1002.49	\$1073.14
1000 Mbps	\$918.26	\$965.11	\$1040.07	\$1115.03	\$1195.61

Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.2 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.3 Additional Charges

Charges for additional Service options may apply, per Service Publication. Charges for special construction, if needed, may also apply.

5.2 AT&T INSIDE WIRING

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

5.3 ENTRANCE FACILITY CONSTRUCTION CHARGE

NON-RECURRING CHARGE PER SITE*	USOC(s)	
\$0.00	NR9F5 – 12 states	NRFF5– 9 states
*AT&T will provide Entrance Facility Construction as defined in and subject to the terms and conditions of the applicable Service Publication, at the rate set forth above, for any qualifying Customer Sites where Customer purchases new AT&T Switched Ethernet Service under this Pricing Schedule at which Entrance Facility Construction is required. To qualify, the Entrance Facility needed at a Customer Site, as determined by AT&T, cannot exceed the specifications set forth in the Service Publication.		

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Special Conditions for 10 Gbps Customer Port Connections

Basic Ports with transmission speeds of 10 Gbps are available only under certain custom/ICB contracting arrangements and are not fully supported by the Network on Demand process at this time. If Customer has any 10 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. If Customer wishes to increase the CIR above the initially contracted port configuration or make any changes other than as set forth above, Customer must contact AT&T using standard processes to determine whether such changes can be made and whether any modifications to Customer's contract may be required. Requests for EVC CIR above the limits set forth above will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

End of Document



AT&T MA Reference No. _____
 AT&T PS Reference No. _____

**AT&T IP FLEXIBLE REACH SERVICE
 PRICING ADDENDUM**

Customer	AT&T
State of Michigan Street Address: 608 W Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: US	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Street Address: 608 W Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 517-242-3359 Fax: Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number: 149933UA	Name: ANNE FISHER Street Address: 23500 Northwestern Hwy Bldg W, Room W-216 City: Southfield State/Province: MI Zip Code: 48075 Country: United States Telephone: 248-631-8282 Fax: Email: af3981@us.att.com Sales/Branch Manager: Robert H O'Brien SCVP Name: ROGER BLAKE Sales Strata: BCS GEM 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. 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)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**AT&T IP FLEXIBLE REACH SERVICE
PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

Addition of Advanced 911 Service

2. EFFECTIVE DATE OF RATES AND DISCOUNTS

Effective Date of Rates and Discounts in this Addendum	Effective Date of this Addendum
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3. ADDITIONAL TERMS AND CONDITIONS

3.1 Service Description

Advanced 911 service is available as an optional feature for AT&T IP Flexible Reach subscribers, subject to the terms and conditions set forth herein. The Advanced 911 service routes IP Flexible Reach 911 calls, including precise physical location information for the IP Flexible Reach Customer or User, to the appropriate Public Safety Answering Points ("PSAP") in those areas where the Advanced 911 Service is supported by a PSAP. The Advanced 911 Service has two 911 routing scenarios. The primary routing scenario uses a managed Emergency Routing Service (ERS) that enables an IP Flexible Reach Customer to access an Enhanced 911 ("E911") database to load, change, or update physical location information ("Endpoint Data") for AT&T IP Flexible Reach Endpoints. Using the Customer-provided Endpoint Data, the ERS routes 911 calls, with the physical location information to the appropriate Public Safety Answering Points ("PSAP"). The second routing scenario is used if the IP Flexible Reach Customer or User does not submit Endpoint Data in the E911 database. In such instances, the IP Flexible Reach Customer or User must provide its physical location to an Emergency Call Response Center at the time of the 911 call, and the center routes the call to the appropriate PSAP.

3.1.1 Definitions

- **Emergency Call Response Center (ECRC)** - means the center that handles 911 calls from IP Flexible Reach Customers or Users that have not provided Endpoint Data in the ERSDB. The ECRC is operated 24/7/365 by Association of Public-Safety Communications Officials (APCO) trained and certified staff who obtain the caller's location information and route the 911 call and location information to the appropriate PSAP.
- **Emergency Routing Service (ERS)** - means AT&T provided Emergency Routing Service which enables the routing of IP Flexible Reach 911 calls on supported Endpoints originating in the United States and its territories, to the appropriate PSAP.
- **Emergency Routing Service Database** - means the database that maintains Emergency Services Number (ESN) polygon boundaries for VoIP; Geo-codes addresses based on street-level look-up of submitted address; determines the physical PSAP for call routing based on caller's coordinates; includes street-level GIS data and information provided by the 911 authority; two commercial, industry-recognized datasets are used to geo-code street-level information.
- **Endpoint** means a hardware device or software instance that can make and receive voice calls.
- **Endpoint Data** means information on the specific location of an Endpoint, including GPS coordinates, municipal address, building name, floor number and/or suite number.
- **National ALI Database (nALI)** - means the database that contains emergency location information pertaining to an endpoint, and User records; accepts records from all 50 states; provides Real-time Master Street Address Guide (MSAG) validation; and provides instantaneous corrections and alternatives.
- **Public Safety Answering Point (PSAP)** means a public safety answering point that has been designated to receive 911 calls and route them to emergency service personnel.

3.1.2 Address Validation and Endpoint Data Registered Location updates

3.1.2.1 ERS - Customer subscribers will submit Endpoint Data updates to the ERS data base by using the Interface provided with ERS. With each address submitted, the ERS will process a master street address guide ("MSAG") validation to ensure that an IP Flexible Reach 911 call from the Customer's location can be delivered to the geographically appropriate PSAP. The ERS will geocode a valid address. If the address does not pass ERS validation, an address validation error code will be returned to the Subscriber Administrator.

AT&T IP FLEXIBLE REACH SERVICE PRICING ADDENDUM

The provisioning of Endpoint Data as described herein does not require the disclosure of personal information to AT&T or its suppliers. However, if Customer discloses personal information of its Users or any other individuals to AT&T, Customer hereby authorizes AT&T and its suppliers to have access to and to make use of such information while providing the Advanced 911 Service as is appropriate for the performance by AT&T or its suppliers of their obligations hereunder. Notwithstanding the foregoing, Customer will at all times be considered the controller of such personal information for the purposes of all applicable laws relating to data privacy, transborder data flow and data protection ("Privacy Laws"), and nothing in this Agreement will restrict or limit in any way Customer's rights or obligations as controller of personal information for such purposes. Without limiting the foregoing, Customer represents and warrants to AT&T that it has, or will have prior to any disclosure of personal information to Supplier, all necessary authorizations and consents required under Privacy Laws to permit Supplier to use personal information disclosed to it by Customer for the purpose of providing the ERS.

3.1.3 Calling Routing Scenarios

3.1.3.1 Primary

3.1.3.1.1 ERS Only: When an IP Flexible Reach Customer dials 911, the call is automatically routed to the ERS via IP Flexible Reach, which will retrieve the Customer's pre-provisioned physical location information from the ERS database. Using that Endpoint Data, the ERS will route the call to the geographically appropriate PSAP.

3.1.3.2 Secondary

3.1.3.2.1 ECRC Call: Where the ERS is not supported or available, AT&T will route emergency calls to the ECRC where APCO-trained employees are available to answer the call, collect the address information, and warm transfer the call to the geographically appropriate PSAP. The ECRC will receive calls in the following circumstances:

- Failover calls.
- Call with location, no location, or wrong location at ECRC. ECRC call taker confirms location, makes any necessary corrections, and routes call to PSAP, based on actual location of the caller.
- Dropped call with location. Call taker informs appropriate PSAP, and PSAP follows internal standard operating procedures to callback the caller and dispatch emergency responders.
- Dropped call with no location. Call taker attempts to call-back the caller. If the caller does not answer, the call taker will attempt to contact the AT&T E911 Center. If the AT&T E911 Center cannot provide location information, the call taker will contact the 911 Enable NOC to collect any location information that may be available. Call taker uses location to route call to appropriate PSAP.
- Network Connectivity failure between Customer and ERS.
- No User record in National ALI. If the User record does not exist at the ERS National ALI, the call is routed to the ECRC for manual verification.
- Call made from a non-validated address may be sent to the ECRC for validation and PSAP routing.

**AT&T IP FLEXIBLE REACH SERVICE
PRICING ADDENDUM**

3.2 Advanced 911 Customer Support And Documentation

The Advanced 911 Service includes:

- Access to an Administrative Dashboard used to administer Advanced 911 Services, and review available data, reports and call detail records (CDRs).
- Customer documentation consisting of ERS Standard Operating Procedures, ERS Support Policy, Dashboard Manual and ERS Network Interface Description.

3.3 Customer Additional Responsibilities

Customer shall be responsible for identifying Endpoint information as follows:

- In a format designated by AT&T, Customer will create their initial load file which will contain the specific telephone numbers and addresses for upload to the ERS. This file must contain address information for all telephone numbers that will be/can access the Advanced 911 Service from all IP Flexible Reach locations.
- Customer shall update the 911 database records as changes occur, including addressing changes or additions to the number of sites, telephone numbers, or any other parameters that will affect the Advanced 911 Services. Customer shall ensure that an accurate telephone number and location record exists in the Advanced 911 database for each ANI provided to the Advanced 911 service in connection with all dialed 911 calls that originate from the Customer's IP Flexible Reach Endpoints and that such ANI is provided to the Advanced 911 Service in connection with all dialed 911 calls which originate from Customer's IP Flexible Reach Endpoints.

Customer shall only use the ERS for the routing of 911 calls and for no other purpose and shall take all reasonable steps to ensure that the ERS is not used for any other purpose by its Users.

Customer shall be responsible for providing, at its cost, all facilities and networks required to operate with and interconnect to the ERS. Customer shall comply with hardware, software, and operating system requirements, including the appropriate Internet browser to access and maintain the Service.

Customer shall regularly configure, monitor and manage their network and equipment to ensure that there is no interruption in connectivity with the ERS.

In the event that either Customer or AT&T becomes aware of any security vulnerability that arises from the interconnection of the ERS with Customer's networks and equipment, the parties agree that they will provide all reasonable cooperation to promptly address such vulnerabilities.

Customer shall notify AT&T promptly of any circumstances of which Customer has knowledge relating to any unauthorized use of the Service by any person or entity. Customer shall take, at Customer's expense, any legal action necessary to prevent or stop the unauthorized access or use of the Service by any third party.

Customer will designate an authorized representative responsible for all communications between AT&T and Customer with regard to implementation of the Service ("Customer Project Manager"). Customer Project Manager shall manage and control installation of the Customer-provided hardware and software, the gathering and input of appropriate data, and coordination of all database upload and testing activities. Customer Project Manager shall have responsibility for the implementation tasks and schedule and shall have the authority to make decisions and commitments for the Customer. Customer Project Manager shall be responsible for timely transfer of information to and from AT&T, and shall ensure the accuracy and completeness of all data in the database. Customer shall mutually agree on an implementation Schedule with AT&T.

AT&T IP FLEXIBLE REACH SERVICE PRICING ADDENDUM

If required by applicable telecommunications carriers or applicable law, Customer shall provide AT&T with a letter of agency which authorizes AT&T, as a limited agent for Customer, to work with the telecommunications provider on Customer's behalf for the purpose of establishing interconnections between AT&T, Customer and/or the telecommunications carrier that are necessary to enable AT&T to provide the ERS.

3.4 AT&T Additional Responsibilities

AT&T shall manage the ERS, to the agreed upon Customer specifications to support access to the Interface for the Advanced 911 Services.

AT&T shall test the Interface provided with the ERS to confirm it allows Customer to upload Endpoint Data. AT&T shall not use Customer Endpoint Data for any purpose other than as required under this Agreement for the purpose of providing the Advanced 911 Service or as otherwise authorized by the Customer or the applicable User or as permitted by under the AT&T Privacy Policy.

3.5 General Terms and Conditions

- Advanced 911 Service is offered pursuant to the terms and conditions of the AT&T Business Voice over IP Service Guide (http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP) that are generally applicable to AT&T IP Flexible Reach Service, excluding any Service Level Agreements, and the General Provisions referenced in that Service Guide, which are available to Customer at <http://serviceguidenew.att.com/> and are incorporated herein by reference.
- Customer understands and agrees that AT&T IP Flexible Reach Service is not a nomadic service. If Customer changes the physical street address associated with an IP Flexible Reach telephone number, then Customer must update the Registered Location following the processes set forth in the AT&T Business Voice over IP Service Guide.
- Customer understands and agrees that the Advanced 911 Service is provided at the request of and pursuant to the direction of Customer.
- Customer understands and agrees that the Monthly Recurring Charge (MRC) for Advanced 911 Service set forth in the "Rates" Section below will be assessed for each telephone number provided by AT&T in conjunction with IP Flexible Reach Service. Such MRC will be assessed for each telephone number regardless of whether Customer uses the Advanced 911 Service in conjunction with a specific telephone number.
- CUSTOMER EXPRESSLY ACKNOWLEDGES THAT IT IS SOLELY CUSTOMER'S OBLIGATION AND RESPONSIBILITY TO ENSURE THAT CORRECT, ACCURATE AND CURRENT ENDPOINT DATA IS ENTERED INTO THE INTERFACE FOR EACH ENDPOINT OR THAT ENDPOINT DATA IS PROVIDED AT THE TIME OF THE CALL.
- Customer represents and warrants to AT&T that it, and/or Users, have all necessary rights, licenses, permissions and/or consents to upload, copy, store, display, publish or otherwise use Endpoint Data on computers operated by or on behalf of AT&T or its suppliers and will comply with all applicable laws in its uploading, copying, storage, displaying, publishing and use of Endpoint Data on computers operated by, or on behalf of AT&T or its Suppliers.
- Customer shall comply with all applicable laws in relation to its use of the Advanced 911 Service to provide emergency dialing services to Users.

3.6 Termination

AT&T may immediately discontinue the Advanced 911 Service at any and all locations in response to a request from applicable regulatory or law enforcement authority or if AT&T reasonably believes such action is necessary due to applicable law or regulation. AT&T will make commercially reasonable efforts to provide Customer advanced notice of such Terminations.

3.7 Advisories, Limitations and Disclaimer of Warranty

- In addition to any limitations or restrictions on the dialing of 911 set forth in the Pricing Schedule or Service Guide, the Advanced 911 Service may not function correctly, or at all, in the following circumstances: If Customer's equipment or network fails, is not configured correctly or does not meet the system specifications for use with the ERS;
 - in the event of a network outage or extended power failure that it is outside the control of AT&T or its suppliers;
 - if Customer or a User fails to provide and maintain current and accurate Endpoint Data as required herein;
 - following the suspension or termination of the Advanced 911 Service in accordance with the terms and conditions herein;
 - if there is network congestion that is outside the control of AT&T or its suppliers; or if the PSAP emergency dispatcher does not promptly or properly answer or route the call or if errors or omissions are made by the PSAP or the local exchange carrier servicing the PSAP. 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.
 - if used with a service other than AT&T IP Flexible Reach.

**AT&T IP FLEXIBLE REACH SERVICE
PRICING ADDENDUM**

- Customer acknowledges and agrees that AT&T will not be liable for any Advanced 911 Service outage, degradation or error, or any inability to, or delay in, accessing emergency service personnel due to any of the circumstances described above or otherwise caused by the general limitations of emergency dialing and which are outside the control of AT&T or its suppliers.
- AT&T DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE ADVANCED 911 SERVICE OR THE SERVICES PROVIDED BY ITS THIRD PARTY EMERGENCY CALL RESPONSE CENTER AND DOWNSTREAM EMERGENCY RESPONSE AGENCIES (COLLECTIVELY "9-1-1 SERVICES"). AT&T OR ITS SUPPLIERS DOES NOT WARRANT THAT THE ADVANCED 911 SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM. THE ADVANCED 911 SERVICE IS PROVIDED BY AT&T OR ITS SUPPLIERS ON A COMMERCIALY REASONABLE EFFORTS BASIS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AT&T OR ITS SUPPLIERS MAKES NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WITH RESPECT TO THE ERS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, MERCHANTABILITY OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A CAUSE OF DEALING OR USAGE OF TRADE.
- CUSTOMER ACKNOWLEDGES AND AGREES THAT AT&T OR ITS SUPPLIERS, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY INJURY, DEATH OR DAMAGE TO PERSONS OR PROPERTY, ARISING DIRECTLY OR INDIRECTLY OUT OF, OR RELATING IN ANY WAY TO THE PROVISION OF THE ADVANCED 911 SERVICE, INCLUDING WITHOUT LIMITATION ANY INABILITY ON THE PART OF A USER TO ACCESS AT&T OR ITS SUPPLIERS'S EMERGENCY CALL RESPONSE CENTRE OR PSAP OR THE SERVICES OF THE APPROPRIATE EMERGENCY RESPONSE AGENCIES OR THE FAILURE OF EMERGENCY RESPONSE AGENCY TO RESPOND TO AN INCIDENT REPORTED TO IT BY AT&T OR ITS SUPPLIERS OR ITS EMERGENCY CALL RESPONSE CENTER.

4. RATES

Description	Type of Charge	Price
Advanced 911 Service	MRC, per TN*	\$0.35

*Note: A MRC will be assessed for each telephone number (TN) provided to Customer in conjunction with IP Flexible Reach Service.



AT&T MA Reference No. 149943UA
 AT&T PS Contract ID NBI11307
 AT&T Contract ID NBI14046264

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Customer	AT&T
State of Michigan Street Address: 608 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: Street Address: 608 West Allegan City: LANSING State/Province: MI Zip Code: 48933 Country: United States Telephone: 517-241-0257 Email: wilsond7@michigan.gov	Name: ANNE FISHER Street Address: 23500 Northwestern Highway City: Southfield State/Province: MI Zip Code: 48075 Country: United States Telephone: 248-631-8282 Email: af3981@us.att.com Sales/Branch Manager: Robert O'Brien SCVP Name: ROGER BLAKE Sales Strata: Retail Sales Region: MW 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 Addendum is part of the Agreement between AT&T and Customer referenced above. 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)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T VPN SERVICE
PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

1.1. General

- Change to Pricing Schedule Term
- Additional Terms and Conditions

1.2. AT&T VPN Service

For AT&T VPN Service in Existing Countries:

- Re-price All AT&T VPN Service Components
- Change to AT&T VPN Service Schedule of Charges Version

2. PRICING SCHEDULE TERM AND EFFECTIVE DATE OF RATES AND DISCOUNTS

Pricing Schedule Term	Extended for 36 months after currently scheduled Pricing Schedule Term expiration
Effective Date of Rates and Discounts	Effective Date of this Addendum

3. ADDITIONAL TERMS AND CONDITIONS

3.1. AT&T SD-WAN ADDITIONAL TERMS AND CONDITIONS

Customer expressly grants AT&T permission to access information contained in application layer (through OSI layer 7) for the sole purpose of enabling the SD-WAN feature to most accurately identify the application involved with a transmission so that AT&T may:

- Create aggregate level usage reports for Customer's use in determining policies for routing Customer's traffic; and
- Assist Customer with establishing application specific routing policies through the Web Portal and provide ongoing assistance with changing routing policies.

The reports provided by AT&T will contain aggregate and anonymous information available only to Customer and will be treated as Confidential Information. Individual packet content data shall not be made available to Customer and may not be downloaded and stored by either Customer or AT&T.

AT&T's and Customer's use of the data and aggregate reports generated by the Service is limited to routing policy decisions only - marketing or other uses of the data or disclosure to other parties are not permitted. Customer represents and warrants that it will use such data, information and reports only for routing policy decisions.

Customer is solely responsible for the relationship with the Users that generate the traffic Customer provides AT&T in connection with this Agreement. Customer represents it has authority to permit access to communications by its employees, guests, representatives or other Users and is responsible for obtaining any legally required employee or User consents. Customer represents and warrants that it has the appropriate rights to provide any User data to AT&T in connection with the Service.

3.2 The following Ethernet Access rates are for access to AT&T AVPN Services within AT&T's franchise footprint in the State of Michigan. Entrance Facility Charges are waived for qualified AT&T Ethernet Access circuits installed at AT&T In-Franchise (In-Footprint) locations subject to the following qualifications: 1) Conduit from property line to MPOE (Minimum Point of Entry) in Customer's building must be less than 1000 feet as measured by AT&T, and 2) Customer must schedule a site visit to take place within 10 business days from the date they are contracted by AT&T Telco Engineering for this purpose. Site availability of all Ethernet services is subject to final Engineering review. Special Construction Charges may apply. A 12 month Minimum Payment Period applies for each Ethernet Access Circuit installed.

Ethernet Local Access	Monthly Charge	Non-Recurring Charge
10 Mb	\$389.82	\$0
20 Mb	\$468.63	\$0
50 Mb	\$560.18	\$0
100 Mb	\$705.28	\$0

**AT&T VPN SERVICE
 PRICING ADDENDUM**

250 Mb	\$948.12	\$0
500 Mb	\$1138.46	\$0
1 Gb	\$1445.06	\$0
10 Gb	\$6250.13	\$0
100 Gb	\$18750.00	\$0

3.3. Out of Footprint Orders

The State of Michigan and AT&T agree that as of this contract change notice a mutually agreed upon Scope of Work will be considered official and binding and will be utilized to place an official order for any new out of footprint location. AT&T's normal business quote process will occur to obtain the needed information. The Scope of Work will include any charges (Monthly Recurring Charges, Nonrecurring Charges, One Time Charges and Special Construction) and minimum payment period that pertain to the new out of footprint location. AT&T will email the Scope of Work to the State for an authorized signature. The State will include the Scope of Work as part of the required order documentation submitted to AT&T.

4. RATES AND DISCOUNTS

4.1. AT&T VPN SERVICE

4.1.1. AT&T VPN Service Rates

Applicable Country(ies)	United States
Stabilization Date of Rates for AT&T VPN Service*	Schedule of Charges version dated MAR-01-2018

*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates in a later Schedule of Charges version.

4.1.2. AT&T VPN Service Component Discounts: United States

The Discount for a Category shall apply unless a Discount for a Subcategory or a Service Component is shown.

Discount Type		Discount
VPN Transport		
Connection Discount		
	MPLS Port - 250M Discount	18.30%
	MPLS Port - 10G Discount	-2.49%
	MPLS Port - 10M Discount	7.72%
	MPLS Port - 20M Discount	27.12%
	MPLS Port - 50M Discount	13.26%
	MPLS Port - 100M Discount	-3.69%
	MPLS Port - 500M Discount	5.78%
	MPLS Port - 1G Discount	-27.56%
	All other Connection Discount	0.00%
COS Package Discount		
	CoS Package Multimedia High Svc - 250M Discount	100.00%
	CoS Package Multimedia High Svc - 10G Discount	100.00%
	CoS Package Multimedia High Svc - 5M Discount	100.00%

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Discount Type		Discount
	CoS Package Multimedia High Svc - 10M Discount	100.00%
	CoS Package Multimedia High Svc - 20M Discount	100.00%
	CoS Package Multimedia High Svc - 50M Discount	100.00%
	CoS Package Multimedia High Svc - 100M Discount	100.00%
	CoS Package Multimedia High Svc - 500M Discount	100.00%
	CoS Package Multimedia High Svc - 1G Discount	100.00%
	All other COS Package Discount	0.00%
Unilink Discount		
	MPLS Unilink Charge - 250M Discount	100.00%
	MPLS Unilink Charge - 10G Discount	100.00%
	MPLS Unilink Charge - 10M Discount	100.00%
	MPLS Unilink Charge - 20M Discount	100.00%
	MPLS Unilink Charge - 50M Discount	100.00%
	MPLS Unilink Charge - 100M Discount	100.00%
	MPLS Unilink Charge - 500M Discount	100.00%
	MPLS Unilink Charge - 1G Discount	100.00%
	All other Unilink Discount	0.00%
	All other VPN Transport Monthly Charge	0.00%
VPN DSL		0.00%
Managed CPE		
CPE Features Discount		
	AVPN Cust Router-CSU Internal-Mobility	35.00%
	AVPN Managed Router Mobility-Failover-Low Discount	35.00%
	AVPN Mobility Interconnect Bandwidth	35.00%
	AVPN Managed Router Mobility-Failover-High Discount	35.00%
	AVPN Managed Router Mobility-Primary Discount	35.00%
	All other CPE Features Discount	35.00%
	All other Managed CPE Monthly Charge	35.00%
Non-Recurring Charges		0.00%
Other Discounts		
	AVPN Site Survey	100.00%
	AVPN Mobility Custom APN Setup	100.00%
	AVPN Mobility Interconnect Setup	100.00%

This is the last page of the Pricing Document.

**AT&T BANDWIDTH SERVICES – CIRCUIT TERM PLAN
Pricing Schedule**

Master Customer Number: UA149943

Customer ("Customer")	AT&T ("AT&T")
State of Michigan 608 W. Allegan Street Lansing MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 608 W Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: US Telephone: 517-241-0257 Email: wilsond7@michigan.gov	Name: Anne Fisher Street Address: 23500 Northwestern Highway City: Southfield State/Province: MI Zip Code: 48075 Country: US Telephone: 248-631-8282 Email: af3981@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: Government Sales Region: Midwest 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
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 is part of the Agreement between AT&T and Customer referenced above.

This Amended and Restated Pricing Schedule amends and restates the Pricing Schedule for Integrated Data Services Contract Number 20141010-2041 countersigned on 10/15/2014 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.

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

State of Michigan
WK-TBD- 1-AG67SGT

Please sign by September 19 2019.

For AT&T Administrative Use Only

Master Agreement No. . UA149943
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Amended and Restated Pricing Schedule for AT&T Bandwidth Services Circuit Term Plan

1. SERVICES

Service	Service Publication Location
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM

Pricing Schedule Term	36 months
Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Rate Stabilization per Service Component	Rates as specified herein for each Service Component until the end of the Pricing Schedule Term or the end of the Minimum Payment Period whichever is later, after which AT&T may modify rates, terms and conditions applicable to the Service Component(s) on thirty days' notice.

3. MINIMUM PAYMENT PERIOD

Minimum Payment Period	Service Components
0 Months	Each Service Component

4. DISCOUNTS

Not Applicable

5. PROMOTIONS, WAIVERS, MINIMUM RETENTION PERIODS AND OTHER REQUIREMENTS

5.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

5.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waiver Package C as specified in the Service Guide	N/A	As specified in the Service Guide

5.3 Other Requirements

5.3.1 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/sg_flashPlayerPage/GP

ATTUID=jy6985 051619
ROME SR 1-AG8ILJM

AT&T and Customer Confidential Information
Page 2 of 4

ROME Opportunity ID: 1-AG67SGT
V - 04/01/2019

State of Michigan
WK-TBD- 1-AG67SGT

Please sign by September 19 2019.

For AT&T Administrative Use Only

Master Agreement No. UA149943
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Amended and Restated Pricing Schedule for AT&T Bandwidth Services Circuit Term Plan

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.

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.



6. RATES - The Monthly Charges and Installation Charges listed below are per Service Component. Charges stated below per Access Channel are valid for any NPA-NXX where such Access Channels are provisioned from the same Serving Wire Center (SWC CLLI). Installation charges are waived for all T1 Local Access Services.

T1 Access Channels and Access Connections

Service	Discount
T1 Access Channel	0%
T1 Access Connection	100%
T1 Access Channel Access Coordination Function	100%
T1 Access Channel Clear Channel Capability	100%

T1 Access Channels (AT&T Footprint)		Monthly Recurring Charge*
SWC CLLI		
NRWYMINW	HNCCMIMN	\$130.00
ENGDIMIN	STSNMIST	
LKLLMIMN	WYNDMIMN	
WAYNMIMN	DTRTMIRV	
ESCNMIMN	KLMZMIFA	
GDRPMIBL	SGNWMIFA	
JCSNMIMN	SGNWMIPA	
SFLDMIBV	SGNWMIWS	
SFLDMIMN	WBFDMIMN	
SFLDMI48		
MRQTMIMN		
CDLCMIMN		
(includes service to but not limited to NPA-NXX or Site Address)		

State of Michigan
 WK-TBD- 1-AG67SGT

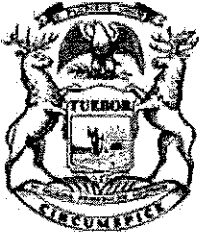
Please sign by September 19 2019.

For AT&T Administrative Use Only

Master Agreement No. . UA149943
 Pricing Schedule No. _____
 Original Effective Date: _____
 Effective Date of Amendment: _____

Amended and Restated Pricing Schedule for AT&T Bandwidth Services Circuit Term Plan

T1 Access Channels (Out of Franchise - Non AT&T Footprint)		
SWC CLLI		Monthly Recurring Charge
	MIO MIXG	\$144.00
ADRN MIXG	MLFR MIXE	
ALPE MIXG	MNSG MIXJ	
ATLN MIXG	MNTQ MIXG	
BARG MIXJ	MNPL MIXG	
BLDL MIXI	MSKG MIXK	
CARO MIXI	MSKG MIXL	
CDWR MIXG	MSKG MIXM	
CNVIMIXH	MSKG MIXN	
CRNN MIXK	MSKG MIXR	
CSPL MIXG	MSKH MIXP	
CSVL MIXH	MTWN MIXG	
DRISMIXI	ONTN MIXI	
DVSN MIXG	ONST MIXI	
DWGC MIXG	OVSOMIXH	
ERIE MIXG	PNLK MIXI	
FNVLMIXG	PTAS MIXI	
FRVVMIXG	PTBG MIXA	
GRDN MIXG	PTBG MIXJ	
GRLY MIXG	RGCY MIXG	
GYLR MIXG	SHNG MIXI	
HALEMIXA	STRG MIXG	
HART MIXG	SNTN MIXG	
HGLK MIXG	SOHN MIXH	
HLMN MIXG	STBY MIXI	
HGPT MIXL	SWCR MIXG	
HNORMIXI	SWYR MIXI	
HRVLMIXG	THRR MIXH	
KGSL MIXI	THRR MIXT	
KNRS MIXG	TMPR MIXG	
LKGOMIXI	VNDR MIXG	
LKCY MIXI	WLHK MIXG	
LNSEMIXI	WHPG MIXG	
LSTN MIXG	WHPI MIXI	
	WLKM MIXG	
	WMTN MIXG	
(includes service to but not limited to NPA-NXX or Site Address)		



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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 **8**

to

Contract Number **071B5500011**

CONTRACTOR	AT & T Services Inc.
	221 N. Washington Square
	Lansing, MI 48933
	Anne Fisher
	248-631-8282
	af3981@att.com
	*****2655

STATE	Scott Hall	DTMB-IT
	517-241-4255	
	halls9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<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 13, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Effective with mutual signature the contract is amended to provide internet service at the Co-Lo switch as requested by DTMB-Telecommunication Services. This will allow this hosted facility to be a true DR site for the State of Michigan. All other terms and conditions remain the same.



**AT&T MANAGED INTERNET SERVICE
 PRICING ADDENDUM**

Customer	AT&T
STATE OF MICHIGAN Street Address: 111 S Capitol City: LANSING State/Province: MI Zip Code: 48933 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: David Wilson Title: Director Street Address: 608 W Allegan City: LANSING State/Province: MI Zip Code: 48909 Country: United States Telephone: 5172423359 Fax: Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number: 1-12MIT-62	Name: ANNE FISHER Street Address: 23500 NORTHWESTERN HWY BLDG W City: Southfield State/Province: MI Zip Code: 48075 Country: United States Telephone: 2486318282 Fax: 5173343691 Email: af3981@us.att.com Sales/Branch Manager: BLAKE ROGER SCVP Name: BLAKE ROGER Sales Strata: Retail Sales Region: MW <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: Country: Telephone: Fax: Email: Agent Code	

AT&T Corp. ("AT&T") provides AT&T Managed Internet Service ("Service") to Customer under Customer's current AT&T Attachment/Pricing Schedule for the Service, which is part of Customer's Agreement. This Addendum amends and supplements the Attachment/Pricing Schedule. This Addendum is effective when signed by Customer and accepted in writing by AT&T.

The pricing in this Addendum applies to Customer's existing Service and to new orders.

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

**AT&T MANAGED INTERNET SERVICE
PRICING ADDENDUM**

PURPOSE OF ADDENDUM

Change or addition of discounts for selected Service Components: This Addendum changes or adds discounts only as provided below.

SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.



AT&T SECURE NETWORK GATEWAY SERVICES
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE

Customer	AT&T
STATE OF MICHIGAN 530 W Allegan St Lansing MI 48933 United States of America	AT&T Corp
Customer Contact (for Notices)	AT&T Contact (for Notices) <input type="checkbox"/> Primary AT&T Contact
Name: David Wilson Title: Director 530 W Allegan St Lansing MI 48933 United States of America Telephone: 517-241-0257 Fax: Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number: 201105260409UA	Name: Anne Fisher 23500 NORTHWESTERN HWY SOUTHFIELD MI 48075 United States of America Telephone: 248-631-8282 Fax: Email: af3918@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Sales Strata: Government, Education, Medical Sales Region: United States <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: Telephone Fax: Email: Agent Code	

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

**AT&T SECURE NETWORK GATEWAY SERVICE
 AT&T MANAGED SECURITY SERVICES
 AT&T CLOUD WEB SECURITY SERVICES
 PRICING SCHEDULE**

1. SERVICES

AT&T Managed Security Services (MSS)	Service Publication Location
<ul style="list-style-type: none"> AT&T Premises-Based Firewall Service as described in this Pricing Schedule in Exhibit D 	http://serviceguidenew.att.com/sg_flashPlayerPage/MSS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Automatic Extension for AT&T Premises-Based Firewall Service	One 12-Month automatic extension unless either party provides the other written notice at least thirty (30) days before the expiration of the then current Pricing Schedule Term. Minimum Payment Period applies during the Automatic Extension.

3. 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%	12 months
†Termination Charges will be based on the net change in monthly service fees if Customer downgrades a Service Component. *Does not apply if Customer terminates a Service within thirty (30) calendar days after the date that same Service is first provisioned and made available for use.		

4. NOTIFICATION PERIOD

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

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Compliance with Laws

When using the Service, Customer is responsible for, designs and sets all filtering and interception policies (Security Policies). AT&T undertakes only to implement the Security Policies. As between AT&T and Customer, Customer is solely responsible for obtaining and complying with the authorizations, licenses and permissions required by law for use of the Service and to notify and obtain consents from end users for implementation of the Security Policies regarding interception and/or monitoring of communications, including email and Internet use. Customer agrees to and to secure end-user agreement to provide reasonable cooperation with AT&T in connection with responses to requests or requirements of a regulator, authority or other competent governmental body concerning the Service.

5.2. Taxes

AT&T intends to charge and collect taxes based on the delivery of any Third Party Software, Maintenance, and AT&T Services to the address provided above for Customer. For the avoidance of doubt, Customer acknowledges and agrees that it will be responsible for all taxes (including associated interest and penalties) arising from or relating to any distribution or delivery of any Third Party Software, Maintenance, or AT&T Services by Customer to (or otherwise any use by) any [affiliate] or [end user] of Customer.

5.3. Country Currency for the Bundle: USD

5.4. Additional Bundle Discount

The Bundled Discount applies to Monthly Recurring Charges only and requires purchase of at least two (2) Services under this Pricing Schedule.

5.5. Abbreviations

For purposes of this Pricing Schedule Monthly Recurring Charge shall be referred to as MRC and Non-Recurring Charge shall be referred to as NRC.

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

6. AT&T PREMISES-BASED FIREWALL SERVICE RATES

6.1. Service Components

Service Component (per seat)	Undiscounted MRC	Discount	Discounted MRC	Additional Bundle Discount	MRC after Bundle Discount
AT&T Premises-Based Firewall - Check Point					
AT&T Premises-Based Firewall - Check Point 2205 SA	\$900.00	10%	\$810.0000	8%	\$745.2000
AT&T Premises-Based Firewall - Check Point 4407 SA	\$1,680.00	10%	\$1,512.0000	8%	\$1,391.0400
AT&T Premises-Based Firewall - Check Point 4607 SA	\$2,200.00	10%	\$1,980.0000	8%	\$1,821.6000
AT&T Premises-Based Firewall - Check Point 4807 SA	\$3,000.00	10%	\$2,700.0000	8%	\$2,484.0000
AT&T Premises-Based Firewall - Check Point 2205 HA	\$1,650.00	10%	\$1,485.0000	8%	\$1,366.2000
AT&T Premises-Based Firewall - Check Point 4407 HA	\$2,680.00	10%	\$2,412.0000	8%	\$2,219.0400
AT&T Premises-Based Firewall - Check Point 4607 HA	\$3,500.00	10%	\$3,150.0000	8%	\$2,898.0000
AT&T Premises-Based Firewall - Check Point 4807 HA	\$4,800.00	10%	\$4,320.0000	8%	\$3,974.4000
AT&T Premises-Based Firewall - UTM - Juniper					
AT&T Premises-Based Firewall - UTM - Juniper SRX220 SA	\$730.00	10%	\$657.0000	8%	\$604.4400
AT&T Premises-Based Firewall - UTM - Juniper SRX240 SA	\$1,330.00	10%	\$1,197.0000	8%	\$1,101.2400
AT&T Premises-Based Firewall - UTM - Juniper SRX650 SA	\$3,200.00	10%	\$2,880.0000	8%	\$2,649.6000
AT&T Premises-Based Firewall - UTM - Juniper SRX1400 SA	\$3,550.00	10%	\$3,195.0000	8%	\$2,939.4000
AT&T Premises-Based Firewall - UTM - Juniper SRX220 HA	\$1,380.00	10%	\$1,242.0000	8%	\$1,142.6400
AT&T Premises-Based Firewall - UTM - Juniper SRX240 HA	\$2,280.00	10%	\$2,052.0000	8%	\$1,887.8400
AT&T Premises-Based Firewall - UTM - Juniper SRX650 HA	\$5,880.00	10%	\$5,292.0000	8%	\$4,868.6400
AT&T Premises-Based Firewall - UTM - Juniper SRX1400 HA	\$6,600.00	10%	\$5,940.0000	8%	\$5,464.8000
AT&T Premises-Based Firewall - Juniper					
AT&T Premises-Based Firewall - Juniper SRX220 SA	\$500.00	10%	\$450.0000	8%	\$414.0000
AT&T Premises-Based Firewall - Juniper SRX240 SA	\$1,050.00	10%	\$945.0000	8%	\$869.4000
AT&T Premises-Based Firewall - Juniper SRX650 SA	\$2,050.00	10%	\$1,845.0000	8%	\$1,697.4000
AT&T Premises-Based Firewall - Juniper SRX1400 SA	\$2,800.00	10%	\$2,520.0000	8%	\$2,318.4000
AT&T Premises-Based Firewall - Juniper SRX220 HA	\$1,100.00	10%	\$990.0000	8%	\$910.8000
AT&T Premises-Based Firewall - Juniper SRX240 HA	\$1,750.00	10%	\$1,575.0000	8%	\$1,449.0000
AT&T Premises-Based Firewall - Juniper SRX650 HA	\$3,550.00	10%	\$3,195.0000	8%	\$2,939.4000
AT&T Premises-Based Firewall - Juniper SRX1400 HA	\$5,050.00	10%	\$4,545.0000	8%	\$4,181.4000
AT&T Premises-Based Firewall - Small Business - Fortinet					
AT&T Premises-Based Firewall - Small Business - Fortinet Essential	\$225.00	20%	\$180.0000	8%	\$165.6000
AT&T Premises-Based Firewall - Small Business - Fortinet Standard	\$375.00	20%	\$300.0000	8%	\$276.0000
AT&T Premises-Based Firewall - Small Business - Fortinet Premium	\$625.00	20%	\$500.0000	8%	\$460.0000
AT&T Premises-Based Firewall - Option - ASI					
AT&T Premises-Based Firewall - Option - ASI ASI	\$320.00	10%	\$288.0000	8%	\$264.9600
AT&T Premises-Based Firewall - Option - S2S S2S	\$100.00	10%	\$90.0000	8%	\$82.8000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

AT&T Premises-Based Firewall - Option - C2S C2S	\$40.00	10%	\$36.0000	8%	\$33.1200
AT&T Premises-Based Firewall - Option - CXE CXE	\$240.00	10%	\$216.0000	8%	\$198.7200
AT&T Premises-Based Firewall - UTM - Option - ASI					
AT&T Premises-Based Firewall - UTM - Option - ASI ASI	\$320.00	10%	\$288.0000	8%	\$264.9600
AT&T Premises-Based Firewall - UTM - Option - S2S S2S	\$100.00	10%	\$90.0000	8%	\$82.8000
AT&T Premises-Based Firewall - UTM - Option - C2S C2S	\$40.00	10%	\$36.0000	8%	\$33.1200
AT&T Premises-Based Firewall - UTM - Option - CXE CXE	\$240.00	10%	\$216.0000	8%	\$198.7200
AT&T Premises-Based Firewall - UTM - Option - URL URL	\$160.00	10%	\$144.0000	8%	\$132.4800
AT&T Premises-Based Firewall - UTM - Option - AV AV	\$160.00	10%	\$144.0000	8%	\$132.4800
AT&T Premises-Based Firewall - UTM - Option - IDPS IDPS	\$680.00	10%	\$612.0000	8%	\$563.0400

6.2. Non-Recurring Charges

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
AT&T Premises-Based Firewall - Check Point - setup			
AT&T Premises-Based Firewall - Check Point - setup 2205 SA	\$4,950.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4407 SA	\$5,830.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4607 SA	\$6,350.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4807 SA	\$6,630.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 2205 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4407 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4607 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Check Point - setup 4807 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup			
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX220 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX240 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX650 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX1400 SA	\$6,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX220 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX240 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX650 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Juniper - setup SRX1400 HA	\$8,800.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup			

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
AT&T Premises-Based Firewall - Juniper - setup SRX220 SA	\$4,950.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX240 SA	\$5,830.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX650 SA	\$6,350.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX1400 SA	\$6,630.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX220 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX240 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX650 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Juniper - setup SRX1400 HA	\$9,030.00	100%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Fortinet - setup			
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Essential	\$0.00	100%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Standard	\$300.00	100%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Fortinet - setup Premium	\$300.00	100%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Onsite Install - setup			
AT&T Premises-Based Firewall - Small Business - Onsite Install - setup Install	\$550.00	100%	\$0.0000
AT&T Premises-Based Firewall - Small Business - Consult Hours - setup Hours	\$250.00	100%	\$0.0000
AT&T Premises-Based Firewall - Option - ASI - setup			
AT&T Premises-Based Firewall - Option - ASI - setup ASI	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - Option - S2S - setup S2S	\$540.00	100%	\$0.0000
AT&T Premises-Based Firewall - Option - C2S - setup C2S	\$670.00	100%	\$0.0000
AT&T Premises-Based Firewall - Option - CXE - setup CXE	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - ASI - setup			
AT&T Premises-Based Firewall - UTM - Option - ASI - setup ASI	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - S2S - setup S2S	\$540.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - C2S - setup C2S	\$670.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - CXE - setup CXE	\$2,000.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - URL - setup URL	\$340.00	100%	\$0.0000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

Set Up Activity	Undiscounted NRC	Discount	Discounted NRC
AT&T Premises-Based Firewall - UTM - Option - AV - setup AV	\$340.00	100%	\$0.0000
AT&T Premises-Based Firewall - UTM - Option - IDPS - setup IDPS	\$940.00	100%	\$0.0000

**AT&T MANAGED INTERNET SERVICE
 PRICING ADDENDUM**

RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service
 Access Bandwidth -

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

Discount applied to MIS: 71.0 %		Incremental Usage Fee Discount: 71.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
.5 Gbps	\$5,658.00	\$30.69
1.0 Gbps	\$6,400.00	\$30.43
1.5 Gbps	\$8,727.00	\$29.97
2.0 Gbps	\$9,091.00	\$27.80
2.5 Gbps	\$11,244.00	\$26.99
3.0 Gbps	\$13,309.00	\$25.24
3.5 Gbps	\$14,400.00	\$24.55
4.0 Gbps	\$16,015.00	\$24.09
4.5 Gbps	\$16,771.00	\$23.97
5.0 Gbps	\$18,196.00	\$23.46
5.5 Gbps	\$19,636.00	\$23.38
6.0 Gbps	\$21,309.00	\$23.20
6.5 Gbps	\$22,589.00	\$22.74
7.0 Gbps	\$24,218.00	\$22.42
7.5 Gbps	\$25,760.00	\$21.71
8.0 Gbps	\$26,953.00	\$20.98
8.5 Gbps	\$28,233.00	\$20.86
9.0 Gbps	\$28,931.00	\$30.69
9.5 Gbps	\$29,527.00	\$30.43
10.0 Gbps	\$30,909.00	\$29.97

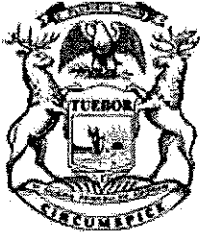
* Not available with MPLS PNT

Section II: Local Access Pricing

Ethernet Local Access Net Monthly Recurring Charge per SWC CLLI is valid for any NPA-NXX where such Ethernet Local Access is provisioned from the same Service Wire Center (SWC CLLI) and served at the same AT&T POP.

SWC CLLI	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
DMDLMIDD	10 Gig Ethernet	\$ 0.00	\$ 4,577.56
LNNGMIMN	10 Gig Ethernet	\$ 0.00	\$ 4,577.56
GDRPMISO	10 Gig Ethernet	\$ 0.00	\$ 4,577.56

This is the last page of the Pricing Document.



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

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 Z
to
Contract Number 071B5500011

CONTRACTOR	AT & T Services Inc.
	221 N. Washington Square
	Lansing, MI 48933
	Anne Fisher
	248-631-8282
	af3981@att.com
	*****2655

STATE	Scott Hall	DTMB-IT
	517-241-4255	
	halls9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
		this engagement is to be completed as soon as possible.	
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<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 13, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Effective 1/23/17 DMVA will have added AVPV services for Grand Ledge AASF and MRC locations for mission critical engagements. Cost proposal for this change is \$85,540.00. All other terms and conditions remain the same.

**AT&T VPN SERVICE
 PRICING ADDENDUM
 CCN#7**

Customer	AT&T
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-0257 Email:WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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 Addendum is part of the Agreement between AT&T and Customer referenced above. 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)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T VPN SERVICE
 PRICING ADDENDUM
 CCN#7**

1. PURPOSE OF THE ADDENDUM

For Service in Existing Countries:

- Addition of new United States Ethernet Access (Custom)

Minimum Payment Period

Service Components	Percent of Monthly Service Feed Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Access in this Pricing Addendum	100%	36 months



Ethernet Access (United States)

Address	City	State	Zip / Postal Code	Ethernet Access Speed	Qty	Monthly Ethernet Local Access Charge	Ethernet Access Activation Charge	Price Change Only (Y/N)
10600 W Eaton Hwy	Grand Ledge	MI	48837	50 M	1	\$600.00	\$77,920.00	N

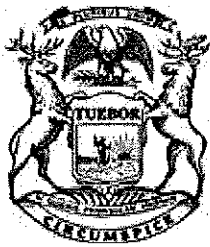
18543

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
REQUEST FOR PURCHASE AND/OR SERVICE

DISTRIBUTION: WHITE - Department Services Division
YELLOW - Department Services Division
PINK - Requestor

1. DATE OF REQUEST		2. DATE REQUIRED		3. REQUISITION NO.		4. FY		5. PAGE		DO NOT WRITE IN THE SPACE BELOW	
22 December 2016		1 April 2017				2017		1 OF 1		9. TERMS	
6. VENDOR		7. SHIP TO		10. BUYER		11. ADDRESS		15. FOB		19. MATCH TYPE	
AT&T AVPN Contract #CON150226133054 Contract 071B5500011		3411 N MLK Jr. Blvd, Lansing, MI 48906 James Reed - Telephone (517) 481-8010 Email: James.J.Reed.civ@mail.mil								17. DOC TYPE	
8. FEDERAL ID NO.		CS 138 NO.		13. PL/DPO NO.		14. BPO NO.					
LINE ITEM	18. QTY.	19. UNIT	20. MICH. COMM. NO.	21. DESCRIPTION OF SERVICE OR ITEM COLOR, SIZE, CAT. AND NO. ETC.	22. INDEX PCA	23. AOBJ CODE	24. EST UNIT PRICE	25. UNIT PRICE	26. AMOUNT		
1	1	EA		1 time installation costs for AVPN connection to Grand Ledge AASF	25000 14124	6100	\$77,920.0		\$77,920.0		
2	6	MO		MRC for AVPN Service APR-SEP 2017(6 Mo) \$600MonthlyPort Chg/\$670MonthlyAaccChg	25000 14124	6100	\$1,270.00		\$7,620.00		
27. JUSTIFICATION AND REMARKS (This Section Must Be Completed)											
PO to cover installation costs and MRC for AT&T AVPN Circuit for Grand Ledge AASF. Installation costs covered by MDEC, MRC covered by Federal funds, 100% reimbursable to SoM. MRC will not begin until after circuit goes live.											
28. SIGNATURE OF PREPARER				29. DATE				30. DATE RECEIVED BY DEPT. SRV.		31. INITIALS	
 <small>Digitally signed by TULLY MACEKUSON 19973389 DN: cn=TULLY MACEKUSON, o=DoD, ou=DoDA, email=tully.macekuson@doa.mil</small>				12/22/2016				 <small>Requesting (Initials & Date)</small>		12/28/16	
ENGINEERING (Initials & Date)				BUDGET (Initials & Date)				HUMAN RESOURCES (Initials & Date)			
				12/28/16							

INSTRUCTIONS ON BACK
FAILURE TO COMPLETE ALL NOTED AREAS LISTED MAY RESULT IN YOUR 6-1 BEING RETURNED FOR COMPLETION



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 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 6
 to
 Contract Number 071B5500011

CONTRACTOR	AT & T Services Inc.
	221 N. Washington Square
	Lansing, MI 48933
	Anne Fisher
	248-631-8282
	af3981@att.com
	*****2655

STATE	Scott Hall	DTMB-IT
	517-241-4255	
	halls9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY

TELECOMMUNICATION SERVICES WAN

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <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 13, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$82,631,487.00	\$0.00	\$82,631,487.00		

DESCRIPTION

Per Agency (Telecommunications) request adding additional bandwidth in additional areas to provide better response to the client and enhance State of Michigan service. All other terms and conditions remain the same.

**AT&T VPN SERVICE
 PRICING ADDENDUM
 CCN#6**

Customer	AT&T
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-0257 Email:WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg <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 Addendum is part of the Agreement between AT&T and Customer referenced above. 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)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T VPN SERVICE
 PRICING ADDENDUM
 CCN#6**

1. PURPOSE OF THE ADDENDUM

For Service in Existing Countries:

Addition of new United States Ethernet Access (Custom)

Minimum Payment Period

Service Components	Percent of Monthly Service Feed Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
Access in this Pricing Addendum	100%	36 Months or Until End of Pricing Schedule Term (10/14/2019) whichever is less

* Ethernet access speed changes do not re-set the MPP for the upgraded circuit.

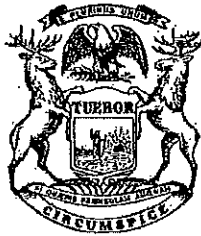
2. Switched Ethernet Access Channels

In the event rates for local access (Ethernet Access) are not set out in this Pricing Schedule, then the rates will be set out in a Pricing Addendum or an AT&T order form, and in those cases, will become part of this Pricing Schedule when the Pricing Addendum is signed by both parties, or the AT&T order form is authorized by Customer and accepted by AT&T, as applicable.

Special Construction Charges in connection with the provision of local access may apply and are in addition to the prices listed below.

US Ethernet Access Channel Zone*	Ethernet Access Speed	Monthly Recurring Charge	Installation Charge
Zones 31 and 49	20 Mbps	\$468.63	\$0
Zones 31 and 49	50 Mbps	\$560.18	\$0
Zones 31 and 49	100 Mbps	\$705.28	\$0
Zones 31 and 49	250 Mbps	\$948.12	\$0
Zones 31 and 49	500 Mbps	\$1,138.46	\$0
Zones 31 and 49	1000 Mbps	\$1,445.03	\$0

* Pricing applies only to locations served by Flamingo (Merit) and Charter within these designated Zones.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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 005
to
Contract Number 071B5500011

CONTRACTOR	AT & T Services Inc.
	221 N. Washington Square
	Lansing, MI 48933
	Anne Fisher
	248-631-8282
	Af3981@att.com
	*****2655

STATE	Scott Hall	DTMB
	517-241-4255	
	halls9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Telecommunication Services WAN				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NO. 1 OR BELOW	
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <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"/>		Click here to enter a date.
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$82,631,487.00		\$ 0.00	\$82,631,487.00	
DESCRIPTION: DMVA requests to add Out of Footprint (OOF) to the SOM AT&T AVPN network. This amendment adds seven (7) access circuits and expands the network services for these identified areas.. No additional funding required. All other terms and conditions remain the same.				

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Customer	AT&T
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-0257 Email: WilsonD7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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
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. 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)
By:	By: <i>Patrick J. Gleason</i>
Name:	Name:
Title:	Title: Patrick J. Gleason / Sr Contracts Manager
Date:	Date: Oct 25 2016 <i>VD180P</i>

**AT&T VPN SERVICE
 PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

For Service in Existing Countries:

Addition of new United States Ethernet Access (Custom)

Minimum Payment Period

Service Components	Percent of Monthly Service Feed Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Access in this Pricing Addendum	100%	36 months

Ethernet Access (United States)

Address	City	State	Zip / Postal Code	Ethernet Access Speed	Qty	Monthly Ethernet Local Access Charge	Ethernet Access Activation Charge	Price Change Only (Y/N)
203 1st Street	Camp Grayling	MI	49739	50 M	1	\$600.00	\$14,600.00	N
675 West Corunna Ave	Corunna	MI	48817	10 M	1	\$389.82	\$14,600.00	N
710 S. State Street	Alma	MI	48801	10 M	1	\$389.82	\$14,600.00	N
1160 Bataan Ave	Grayling Army Airfield	MI	49739	10 M	1	\$389.82	\$14,600.00	N
5884 A Street	Alpena	MI	49707	10 M	1	\$389.82	\$14,600.00	N
700 West Prairie Ronde	Dowagiac	MI	49047	10 M	1	\$389.82	\$14,600.00	N
8061 Cook St	Montague	MI	49437	10 M	1	\$389.82	\$14,600.00	N



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**
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 004
to
Contract Number 071B5500011

CONTRACTOR	AT & T Services Inc.
	221 N. Washington Square
	Lansing, MI 48933
	Anne Fisher
	248-631-8282
	Af3981@att.com
	*****2655

STATE	Scott Hall	DTMB
	517-241-4255	
	halls9@Michigan.gov	
	Mike Breen	DTMB
	(517) 284-7002	
	breenm@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: Telecommunication Services WAN				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <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"/>		NA
CURRENT VALUE		VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE
\$82,631,487.00		\$ 0.00		\$82,631,487.00
DESCRIPTION: Amend contract to improve service options to the agencies for WAN services, identify pricing options and add Netbond (AT&T) as an identified option service in the original contract including pricing options. All other terms and conditions remain the same.				

FOR THE CONTRACTOR:

AT & T Services Inc.

Company Name



Authorized Agent Signature

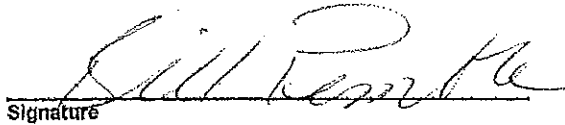
Patrick J. Gleason / Sr. Contracts Manager

Authorized Agent (Print or Type)

September 22 2016

Date

FOR THE STATE:



Signature

William Pemble, IT Division Director

Name & Title

DTMB Procurement

Agency

9/27/16

Date



**AT&T Signature Page
Contract Change Notice #4**

Customer	AT&T
State of Michigan Street Address: 530 W. Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Dave Wilson Title: Street Address: 530 W. Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172423359 Fax: Email: Wilsond7@michigan.gov	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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

The documents listed below are appended to this Signature Page and are part of the Agreement between AT&T and Customer referenced above, and shall each become effective when authorized representatives of both parties sign this Signature Page ("Effective Date").

Document(s) Appended:

- (A) AT&T VPN Service Pricing Addendum
- (B) Pricing Schedule for Integrated Data Services
- (C) Amendment 1 to AT&T Network Sourcing Pricing Schedule for Custom Services
- (D) AT&T Managed Security Services Pricing Schedule
- (E) Amendment 1 to Article 1, Attachment 8 (WAN Pricing Table)
- (F) AT&T Cloud Services Pricing Schedule
- (G) AT&T Business DSL Internet Service Pricing Schedule – CSM160511113450

State of Michigan (by its authorized representative)	AT&T (by its authorized representative)
By: <i>David Wilson</i>	By: <i>Patrick J. Gleason</i>
Name: <i>David Wilson</i>	Name: Patrick J. Gleason
Title: <i>Director, Network & Telecommunication</i>	Title: Sr. Customer Contracts
Date: <i>9/13/2016</i>	Date: September 22 2016



AT&T MA Reference No.: UA149943
NBI Number: NBI11307

**AT&T VPN SERVICE
PRICING ADDENDUM**

Customer	AT&T
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Manager 525 W Allegan St. Lansing, MI 48993 United States of America Telephone: 5172423359 Fax: Email: Wilsond7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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 Addendum is part of the Agreement between AT&T and Customer referenced above. 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.

**AT&T VPN SERVICE
 PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

For Service in Existing Countries:

Re-price Selected Service AVPN Components.

2. EFFECTIVE DATE OF RATES AND DISCOUNTS

Effective Date of Rates and Discounts	First day of the first full billing cycle following the Effective Date of this Addendum
--	---

3. RATES AND DISCOUNTS

3.1. AT&T VPN SERVICE

6.1.1. AT&T VPN Service Rates

6. PRICING/DISCOUNT DETAILS

6.1 AT&T VPN Standard Service Component Discounts

Standard Service Component Discounts shall not apply to this Pricing Schedule.

6.2 AT&T VPN Custom Service Component Pricing

For Service Components in United States, the following Custom Service Component Pricing shall apply, in lieu of the Standard Service Component Discounts, but only for the specific Service Components in the following table:

Discount Category	Discount Subcategory	Service Component	Fixed Net Monthly Pricing
VPN Transport	CONNECTION	MPLS PORT – 1.544 MBPS	\$215.00
VPN Transport	CONNECTION	MPLS PORT – 3.088 MBPS	\$296.13
VPN Transport	CONNECTION	MPLS PORT – 4.632 MBPS	\$328.88
VPN Transport	CONNECTION	MPLS PORT – 6.176 MBPS	\$345.00
VPN Transport	CONNECTION	MPLS PORT – 9.264 MBPS	\$360.00
VPN Transport	CONNECTION	MPLS PORT – 12.352 MBPS	\$390.85
VPN Transport	CONNECTION	MPLS PORT - 10 MBPS	\$308.20
VPN Transport	CONNECTION	MPLS PORT - 20 MBPS	\$383.75
VPN Transport	CONNECTION	MPLS PORT - 50 MBPS	\$670.00
VPN Transport	CONNECTION	MPLS PORT - 100 MBPS	\$1,140.19
VPN Transport	CONNECTION	MPLS PORT - 250 MBPS	\$2,524.71
VPN Transport	CONNECTION	MPLS PORT - 500 MBPS	\$3,917.99
VPN Transport	CONNECTION	MPLS PORT - 1000 MBPS	\$7,232.78

* Discounts are not applicable to local access provider circuits

**AT&T VPN SERVICE
PRICING ADDENDUM**

6.3 AT&T VPN Custom Service Component Discounts

For Service Components in United States, the following Custom Service Component Discounts shall apply, in lieu of the Standard Service Component Discounts, but only for the specific Service Components in the following table:

Discount Category	Discount Subcategory	Service Component	Discount
Non-Recurring	CONNECTION	MPLS PORT ACTIVATION CHARGE	100 %
Non-Recurring	COS PACKAGE	MPLS COS ACTIVATION CHARGE	100 %
Non-Recurring	CONNECTION	MPLS SDO ACTIVATION	100 %
Non-Recurring	CONNECTION	UNILINK ACTIVATION	100 %
Non-Recurring	CONNECTION	MPLS POP DIVERSITY ACTIVATION	100 %



Pricing Schedule for Integrated Data Services

AT&T MA Reference No. UA149943

Master Customer Number: LW1076

Customer ("Customer")	AT&T ("AT&T")
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Manager 525 W Allegan St. Lansing MI 48993 United States of America Telephone: 5172423359 Fax: Email: Wilsond7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

Master Agreement No. UA149943
 Pricing Schedule No. _____
 Original Effective Date: _____
 Effective Date of Amendment: _____

Pricing Schedule for Integrated Data Services

1. SERVICES

Service	Service Publication Location
AT&T Bandwidth Services	http://serviceguidenew.att.com/sq_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM

Pricing Schedule Term	Expires 12/31/2018
Term Start Date and Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Rate Stabilization per Service Component	Rates in this Pricing Schedule are subject to change with 30 days written notice after December 31, 2017.

3. MINIMUM PAYMENT PERIOD/MINIMUM RETENTION PERIOD

Minimum Payment Period	Service Components
0 months	Each Service Component

Minimum Retention Period	Service Components
0 months	Each Service Component

4. DISCOUNTS

Not applicable

5. PROMOTIONS, WAIVERS AND MINIMUM RETENTION PERIODS

5.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

5.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waiver Package C as specified in the Service Guide.	N/A	As specified in the Service Guide

5.3 Other Requirements

5.3.1 Notice of Withdrawal

NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

For AT&T Administrative Use Only	
Master Agreement No.	UAI49943
Pricing Schedule No.	_____
Original Effective Date:	_____
Effective Date of Amendment:	_____

Pricing Schedule for Integrated Data Services

6. **RATES** – The Monthly Charges and Installation Charges listed below are per Service Component. Charges stated below per Access Channel are valid for any NPA-NXX where such Access Channels are provisioned from the same Serving Wire Center (SWC CLLI). Installation charges are waived for all T1 Local Access Services.

6.1 **T1 Access Channels and Access Connections**

Service	Discount
T1 Access Channel	0%
T1 Access Connection	100%
T1 Access Channel Access Coordination Function	100%
T1 Access Channel Clear Channel Capability	100%

T1 Access Channels (AT&T Footprint)		Monthly Recurring Charge*
SWC CLLI		
NRWYMINW	HNCCMIMN	\$130.00
ENGDIMIN	STSNMIST	
LKLLMIMN	WYNDMIMN	
WAYNMIMN	DTRTMIRV	
ESCNMIMN	KLMZMIFA	
GDRPMIBL	SGNWMIFA	
JCSNMIMN	SGNWMIPA	
SFLDMIBV	SGNWMIWS	
SFLDMIMN	WBFDMIMN	
SFLDMI48		
MRQTMIMN		
CDLCMIMN		
(includes service to but not limited to NPA-NXX or Site Address)		

For AT&T Administrative Use Only	
Master Agreement No.	UA149943
Pricing Schedule No.	_____
Original Effective Date:	_____
Effective Date of Amendment:	_____

Pricing Schedule for Integrated Data Services

T1 Access Channels (Out of Franchise – Non AT&T Footprint)		Monthly Recurring Charge
SWC	CLLI	
	MIO MIXG	\$144.00
ADRN	MIXG MLFRMIXE	
ALPE	MIXG MNSGMIXJ	
ATLN	MIXG MNTQMIXG	
BARG	MIXJ MNPLMIXG	
BLDL	MIXI MSKGMIXK	
CAROM	MIXI MSKGMIXL	
CDWR	MIXG MSKGMIXM	
CNVIM	MIXH MSKGMIXN	
CRNN	MIXK MSKGMIXR	
CSPL	MIXG MSKHMIXP	
CSVL	MIXH MTWNMIXG	
DRISM	MIXI ONTNMIXI	
DVSN	MIXG ONSTMIXI	
DWGC	MIXG OWSOMIXH	
ERIE	MIXG PNLKMIXI	
FNVLM	MIXG PTASMIXI	
FRVVM	MIXG PTBGMIAK	
GRDN	MIXG PTBGMIXJ	
GRLY	MIXG RGCYMIXG	
GYLR	MIXG SHNGMIXI	
HALEM	MIXA STRGMIXG	
HART	MIXG SNTNMIXG	
HGLK	MIXG SOHNMIXH	
HLMN	MIXG STBYMIXI	
HGPT	MIXL SWCRMIXG	
HNORM	MIXI SWYRMIXI	
HRVLM	MIXG THRRMIXH	
KGSL	MIXI THRRMIXT	
KNRSM	MIXG TMPRMIXG	
LKGOM	MIXI VNDRMIXG	
LKCY	MIXI WHLKMIXG	
LNSE	MIXI WHPGMIXG	
LSTN	MIXG WHPIMIXI	
	WLKMMIXG	
	WMTNMIXG	
(includes service to but not limited to NPA-NXX or Site Address)		



**AT&T CLOUD SERVICES
PRICING SCHEDULE**

Customer	AT&T
STATE OF MICHIGAN Street Address : 525 W ALLEGAN ST 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 : Manager Street Address : 525 W ALLEGAN ST City : Lansing State/Province : MI Zip Code : 48933 Country : United States Telephone : 5172423359 Fax : Email : WilsonD7@michigan.gov Customer Account Number or Master Account Number : 149943UA	Name : ANNE FISHER Street Address : 23500 NORTHWESTERN HWY BLDG City : SOUTHFIELD State/Province : MI Zip Code : 48075 Country : United States Telephone : +1 2486318282 Fax : N/A Email : af3981@us.att.com Sales/Branch Manager : SCVP Name : Sales Strata : Sales Region : <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 Schedule is part of the Agreement between AT&T and Customer referenced above. Unless executed by an authorized representative of Customer and returned to AT&T on or before December 16, 2016, the discounts and other terms set forth in this Pricing Schedule expire and are withdrawn by AT&T and thereafter are of no effect.

AT&T and Customer Confidential Information

Opportunity ID: 1-4DBYIVL

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Synaptic Storage as a Service SM SoftLayer® Services provided by AT&T ("SoftLayer Services")	http://serviceguidenew.att.com/sg_flashPlayerPage/CLOUD
AT&T NetBond® Service	http://serviceguidenew.att.com/sg_flashPlayerPage/NetBondService

2. PRICING SCHEDULE TERM AND EFFECTIVE DATE

Pricing Schedule Term	36 Months
Pricing Schedule Term Effective Date	Effective Date of this Pricing Schedule
Effective Date of Rates	Effective Date of this Pricing Schedule
Rates Upon Expiration or Termination of Pricing Schedule Term	Then-current rates described in the Service Publication

3. TERMS APPLICABLE TO TRIAL USE OF A SERVICE

Service to which Trial Terms Apply (Trial Services)	AT&T NetBond Service	
Trial Period	1 Month	
Date Trial Period Commences	Date Customer activates Trial during online ordering of Service by ente Trial/Promotion Code for the Service	
Charges during Trial Period	No Charge for Trial Services not to exceed Trial Service Limits	
	Trial Service Limits	AT&T NetBond: One (1) VNC - Monthly Recurring C and Monthly Overage Charges are waived. Minimum Payment Period does not apply.
Charges for Use of Services Exceeding Trial Service Limits	Rates (less any discounts shown) described in Service Publication apply to of Service used that exceeds Trial Service Limits	
Charges after Trial Period Expires	Rates (less any discounts shown) described in Service Publication apply to Service used beginning on day after expiration of Trial Period.	
Action Required Upon Expiration of Trial Period to Avoid Additional Charges	To avoid charges for Service following expiration of Trial Period, Customer required to Delete and Disconnect the Service and Service Components us during Trial Period by submitting deactivation and cancellation orders using AT&T Cloud Services Portal.	

4. MINIMUM PAYMENT PERIOD

AT&T and Customer Confidential Information

Opportunity ID: 1-4DBYIVL

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

Service	Service Components	Percent of Monthly Minimum Bandwidth Commitment Charge Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period
AT&T NetBond	Virtual Network Connection - Minimum Bandwidth Connection (MBC)	50% of the Minimum Bandwidth Commitment Charge - 10 Mb (regardless of MBC in effect when the Service Component is terminated) A modification (increase/decrease) of an MBC is not subject to termination charges under this section.	The Minimum Payment Period to the Pricing Schedule Term The Minimum Payment Period not apply if Customer has an active Virtual Network Connection - MBC at the time of termination The Minimum Payment Period applies to the final Virtual Network Connection - MBC termination

5. RATES APPLICABLE

Except for SoftLayer Services, which are subject to separate stabilization terms as described in the table below, the Rates described (including Rates described in a Service Publication) are stabilized for the Pricing Schedule Term.

Service	Rates Applicable
AT&T Synaptic Storage as a Service SM AT&T NetBond Service	Rates described in the Service Publication less any discounts shown.
SoftLayer Services	Rates for SoftLayer Services are set forth on the SoftLayer portal and accessible to the Customer at time of order on the SoftLayer portal using credentials provided to the Customer and are not subject to change (regardless of the Pricing Schedule Term described) until termination of the Service or Service Components.

Applicable Countries	United States
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6. APPLICABLE DISCOUNTS

6.1. AT&T Services

AT&T and Customer Confidential Information

Opportunity ID: 1-4DBYIVL

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

AT&T NetBond Service		
Service	Service Component	Dis
AT&T NetBond Service	Standard Min BW Commit - 1M	30
	Standard Min BW Commit - 3M	30
	Standard Min BW Commit - 10M	30
	Standard Min BW Commit - 25M	30
	Standard Min BW Commit - 40M	30
	Standard Min BW Commit - 100M	30
	Standard Min BW Commit - 155M	30
	Standard Min BW Commit - 300M	30
	Standard Min BW Commit - 600M	30
	Standard Min BW Commit - 800M	30
	Standard Min BW Commit - 1,000M	30
	Standard Min BW Commit - 2,000M	30
	Standard Min BW Commit - 3,000M	30
	Standard Min BW Commit - 4,000M	30
	Standard Min BW Commit - 5,000M	30
	Standard MBC Overage - 1M	30
	Standard MBC Overage - 3M	30
	Standard MBC Overage - 10M	30
	Standard MBC Overage - 25M	30
	Standard MBC Overage - 40M	30
	Standard MBC Overage - 100M	30
	Standard MBC Overage - 155M	30
	Standard MBC Overage - 300M	30
	Standard MBC Overage - 600M	30
	Standard MBC Overage - 800M	30
	Standard MBC Overage - 1,000M	30
	Standard MBC Overage - 2,000M	30
	Standard MBC Overage - 3,000M	30
	Standard MBC Overage - 4,000M	30
	Standard MBC Overage - 5,000M	30

AT&T and Customer Confidential Information

Opportunity ID: 1-4DBYIVL

**AT&T CLOUD SERVICES
PRICING SCHEDULE**

7. SERVICE LIMITATIONS, DISCLAIMERS AND OTHER APPLICABLE TERMS

- 7.1 Availability of Service at a Specific Location. Availability of Service or Service Components at a location is subject to by AT&T.
- 7.2 Third Party Claims - SoftLayer Services. AT&T shall have no defense, settlement, or indemnification obligations to arising from the actual or alleged infringement or misappropriation of intellectual property based on SoftLayer Service
- 7.3 Disclaimer of Warranty - SoftLayer Services. AT&T AND SOFTLAYER TECHNOLOGIES, INC. MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING REGARDING SOFTLAYER SERVICES. FURTHER, AT&T AND SOFTLAYER TECHNOLOGIES, INC MAKE NO REPRESENTATION OR WARRANTY AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY SOFTLAYER SERVICES, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT SECURITY PROCEDURES WILL PREVENT THE LOSS, ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION. THIS DISCLAIMER IS INDEPENDENT OF, IN ADDITION TO AND DOES NOT SUPERSEDE ANY OTHER DISCLAIMER OF WARRANTY OR GUARANTEES BY AT&T AND SOFTLAYER TECHNOLOGIES, INC.

8. WITHDRAWAL OF SERVICE

Service and Service Component Withdrawals during Pricing Schedule Term For AT&T Synaptic Storage as a Service SM And AT&T NetBond® Service	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	180 days
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	30 days

Service and Service Component Withdrawals during Pricing Schedule Term For SoftLayer® Services provided by AT&T ("SoftLayer Services")	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	20 days
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	10 days

9. PROMOTIONAL DISCOUNTS

Promotional Terms	As described and accepted during Service order process (when applicable)
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AT&T and Customer Confidential Information

Opportunity ID: 1-4DBYIVL

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: David Wilson Title: Manager 525 W Allegan St. Lansing, MI 48993 United States of America Telephone: 5172423359 Fax: Email: Wilsond7@michigan.gov Customer Account Number or Master Account Number:	23500 Northwestern Hwy; Building W; Suite W-216 Southfield, MI 48075 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	

This Network Sourcing Pricing Schedule – Amendment 1 is attached to Article 1 of the Agreement referenced above and provides new custom pricing associated with the Service Integrator functions outlined in Article 1 – SOW to the State of Michigan WAN Services. The rates included herein are exclusive of any applicable taxes which are the responsibility of Customer.

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

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 (10/15/2014)
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Effective Date of Rates and Discounts	First of the month following the Effective Date of this Amendment 1
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2. AT&T Michigan Network Operations Center (MNOC) Support Service Bundled Offer Rates

Pricing in this section represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management, Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

All Transition and Transformation One Time Charges are waived under this Agreement.

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Support Service Desk: Data Center Router - SOM_ASR1001-X	12	\$790.00
Support Service Desk: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$790.00
Support Service Desk: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$707.00
Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$696.00
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9	444	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO3945E/K9	3	\$690.00
Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9	86	\$298.13
CPE Management and NOC Services*	N/A	\$0
Problem and Incident Management*	N/A	\$0
Service Desk - Request and Change Management*	N/A	\$0
Management and Monitoring*	N/A	\$0

*Charges are included in the Support Service Desk charges above.

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

3. Third Party WAN Service Provider Management

A monthly recurring charge of \$54.00 will apply for each Third Party circuit being managed by AT&T as the Service Integrator, up to a maximum of 7 different Service Providers and 200 non-AT&T provided circuits.

4. Hardware Installation and Rental Charges

Pricing in this Section represents the monthly rental rates for Data Center routers. The installation charges associated with the routers below are waived.

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Hardware Installation and Rental Charges	100%	12 Months

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Hardware Rental: Data Center Router - SOM_ASR1001-X	12	\$ 809.08
Hardware Rental: Data Center Router - SOM_ASR1001 (Including Modem)	2	\$ 1,963.45
WAN Edge Site Router Type		
Hardware Rental: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$ 350.79
Hardware Rental: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$ 384.94
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9	444	\$ 87.29
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$ 100.51
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$ 116.36
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$ 145.43
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$ 174.50
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$ 203.57
Hardware Rental: Class 3 Site Router - SOM_CISCO3945E/K9	3	\$ 305.39
Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9	86	\$ 23.87
Hardware Rental Class 4 Site Router: CISCO891-F/K9		\$ 12.47
Hardware Rental Class 3 Site Router: CISCO2921/K9		\$ 41.71
Hardware Rental Class 2 Site Router: CISCO3945E/K9		\$ 226.74

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

Hardware Rental Class 4 Site Router: CISCO899G-LTE/K9		\$ 17.06
Hardware Rental Class 3 Site Router: CISCO4321/K9		\$ 47.74
Hardware Rental Class 3 Site Router: CISCO4331/K9		\$ 81.90
Hardware Rental Class 2 Site Router: CISCO4431/K9		\$ 172.90

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

Router Bold-on Options	Description	Monthly Unit Rates
LAN Ports – Part Number		
HWIC-2FE	Two 10/100 routed port HWIC	\$ 17.28
EHWIC-1GE-SFP-CU	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	\$ 9.52
SM-2GE-SFP-CU	2 Port GE SFP Service Module	\$ 15.73
Switch Modules – Part Number		
SM-X-ES3-16-P	SM-X Ethernet Switch, L2/L3, SM, 16 GE, POE+	\$ 25.26
C3560X-16-L-S	SM-X 16 Port Layer 3 LAN base to IP Base paper license	\$ 5.24
C3560X-16-L-E	SM-X 16 Port Layer 3 LAN base to IP Services paper license	\$ 36.70
SFP Plugs		
GLC-SX-MMD	1000BASE-SX SFP transceiver module MMF 850nm DOM	\$ 5.96
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	\$ 11.86
GLC-ZX-SMD	1000BASE-ZX SFP transceiver module SMF 1550nm DOM	\$ 47.61
WAN Ports		
HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 11.92
HWIC-4T1/E1	4 port clear channel T1/E1 HWIC	\$ 41.71
VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 17.04
VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 26.22
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 52.43
EHWIC-4G-LTE-A	4G LTE EHWIC for ATT 700 MHz Band 17 / HSPA+	\$ 13.70
EHWIC-4G-LTE-V	4G LTE EHWIC for Verizon 700 MHz Band 13 / CDMA Rev A	\$ 13.70
SM-X-1T3/E3	One port T3/E3 Service Module	\$ 111.42
Compact Flash		
MEM-CF-256U4GB	256MB to 4GB Compact Flash Upgrade for Cisco 190029003900	\$ 14.30
Licenses		
SL-29-APP-K9	AppX License with; DATA and WAAS for Cisco 2900 Series	\$ 11.92
SL-39-APP-K9	AppX License with; DATA and WAAS for Cisco ISR 3900 Series	\$ 23.83
FL-29-HSEC-K9	U.S. Export Restriction Compliance license for 2921/2951	\$ 8.94
FL-39E-HSEC-K9	U.S. Export Restriction Compliance license for 3900E series	\$ 23.83

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

LAN Ports		
NIM-2GE-CU-SFP	2-port GE WAN NIM, dual-mode RJ45 & SFP	\$ 13.61
LTE WAN		
NIM-4G-LTE-NA	4G LTE NIM for North America AT&T and Canada	\$ 9.67

5. Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments
Project Manager	\$TBD	Varies depending on type and scope of Project. These types of projects would be considered out the scope of work for this contract. Billed in 1 day increments, one month minimum
Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour(normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Managed Security Services Professional Services	\$See Below	There are a variety of different security professional services positions. The hourly pricing is listed below.
Total	\$N/A	Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed

Oppty ID: 1-3RDLCSD
Custom Network Sourcing – kp6192

AT&T and Customer Confidential Information

AT&T Network Sourcing Pricing Schedule for Custom Services

Amendment 1

m. Expected Bidder Work Hours and Conditions

4. The parties agree that the Services/Deliverables to be rendered by Bidder using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. Bidder shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.



AT&T SECURE NETWORK GATEWAY SERVICES
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE

Customer	AT&T
State of Michigan 525 W Allegan St. Lansing MI 48993 United States of America	AT&T Corp
Customer Contact (for Notices)	AT&T Contact (for Notices) <input type="checkbox"/> Primary AT&T Contact
Name: David Wilson Title: Manager 525 W Allegan St. Lansing MI 48993 United States of America Telephone: 5172423359 Fax: Email: Wilsond7@michigan.gov Customer Account Number or Master Account Number: 149943UA	Name: Anne Fisher 23500 Northwestern Hwy W200 Southfield MI 48075 United States of America Telephone: 2486318282 Fax: Email: af3981@us.att.com Sales/Branch Manager: Roger Blake SCVP Name: Sales Strata: Government, Education, Medical Sales Region: United States <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: Telephone Fax: Email: Agent Code	

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

**AT&T SECURE NETWORK GATEWAY SERVICE
 AT&T MANAGED SECURITY SERVICES
 AT&T CLOUD WEB SECURITY SERVICES
 PRICING SCHEDULE**

1. SERVICES

AT&T Secure Network Gateway Services (SNG)	Service Publication Location
<ul style="list-style-type: none"> AT&T Distributed Denial Of Service (DDOS) as described in this Pricing Schedule 	http://serviceguidenew.att.com/sg_flashPlayerPage/SNG

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
Pricing Schedule Term Start Date	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. 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

†Termination Charges will be based on the net change in monthly service fees if Customer downgrades a Service Component.
 *Does not apply if Customer terminates a Service within thirty (30) calendar days after the date that same Service is first provisioned and made available for use.

4. NOTIFICATION PERIOD

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

5. COUNTRY CURRENCY:

5.1. Country Currency: USD

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**

6. AT&T DISTRIBUTED DENIAL OF SERVICE (DDOS DEFENSE SERVICE RATES)

6.1. Service Components

Service Component (Service Level)	List Rate (MRC)	Discount	Net Price (MRC)
DDoS Defense Shared			
35 Hour Monthly Mitigation Plan	\$3,000.00	30%	\$2,100.0000
70 Hour Monthly Mitigation Plan	\$5,000.00	30%	\$3,500.0000
110 Hour Monthly Mitigation Plan	\$12,143.00	60%	\$4,857.2000
215 Hour Monthly Mitigation Plan	\$21,428.00	30%	\$14,999.6000
410 Hour Monthly Mitigation Plan	\$36,428.00	30%	\$25,499.6000
Unlimited Hour Monthly Mitigation Plan	\$85,000.00	30%	\$59,500.0000
DDoS Defense Shared Agnostic			
35 Hour Monthly Mitigation Plan	\$3,000.00	30%	\$2,100.0000
70 Hour Monthly Mitigation Plan	\$5,000.00	30%	\$3,500.0000
110 Hour Monthly Mitigation Plan	\$12,143.00	30%	\$8,500.1000
215 Hour Monthly Mitigation Plan	\$21,428.00	30%	\$14,999.6000
410 Hour Monthly Mitigation Plan	\$36,428.00	30%	\$25,499.6000
Unlimited Hour Monthly Mitigation Plan	\$85,000.00	30%	\$59,500.0000
DDoS Agnostic Service Level			
DDoS Agnostic Per Circuit Fee	\$1,500.00	30%	\$1,050.0000

6.2. One-Time Charges

Set Up Activity	List Rate (OTC)	Discount	Net Price (OTC)
Service Level			
DDoS Emergency Mitigation - Set-up fee	\$60,000.00	50%	\$30,000.0000
DDoS Shared Service - Set-up fee	\$5,000.00	100%	\$0.0000
DDoS Agnostic - Per Circuit Set-up fee	\$2,500.00	50%	\$1,250.0000

6.3. Mitigation Overage Charges

Service Component (Service Level)	Hours Included	Overage Charge Per Hour	Discount	Net Price
35 Hour Monthly Mitigation Plan	Up to 35	\$195.00	0%	\$195.0000
70 Hour Monthly Mitigation Plan	Up to 70	\$195.00	0%	\$195.0000
110 Hour Monthly Mitigation Plan	Up to 110	\$195.00	100%	\$0.0000
215 Hour Monthly Mitigation Plan	Up to 215	\$195.00	0%	\$195.0000
410 Hour Monthly Mitigation Plan	Up to 410	\$195.00	0%	\$195.0000

**AT&T SECURE NETWORK GATEWAY SERVICE
AT&T MANAGED SECURITY SERVICES
AT&T CLOUD WEB SECURITY SERVICES
PRICING SCHEDULE**



AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE

AT&T MA Reference No: 149943UA

AT&T Solution No. CSM160511113450

Customer	AT&T
State of Michigan Street Address: 530 W. Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Dave Wilson Title: Street Address: 530 W. Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172423359 Fax: Email: Wilson7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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
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: Agent Code Email:	

This Pricing Schedule is part of the Agreement referenced above.

AT&T and Customer Confidential Information

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**AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE**

1. SERVICE and SERVICE PUBLICATION

Service	Service Publication Location
AT&T Business DSL Internet Service	http://serviceguidenew.att.com/sg_flashPlayerPage/DSL

2. PRICING SCHEDULE TERM

Pricing Schedule Term	40 Months
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3. MINIMUM PAYMENT PERIOD

Service Components	Early Termination Charges*	Minimum Payment Period (per Service Component)
ADSL and Broadband Service installation	Lesser of \$200 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months
SDSL Service installation	Lesser of \$500 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months

*Waived for any DSL line terminated within 30 calendar days after provisioning.

4. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	30 calendar days



**AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE**

5. RATES and CHARGES

All service subject to geographic availability as detailed in Service Guide.

* **ACTUAL BANDWIDTH MAY VARY BY BANDWIDTH ORDERED.** Dynamic Service includes 1 IP Address. Static Service includes 5 IP addresses, except where noted.

A. ADSL In-Region (IR) and Broadband Service

Maximum Bandwidth* (Downstream /Upstream)	Broadband Dynamic IP Monthly Price	Discount	Broadband Static IP Monthly Price	Discount	ADSL IR Dynamic IP Monthly Price	Discount	ADSL IR Static IP Monthly Price	Discount	ADSL IR Direct - Dynamic IP Monthly Price +	Discount	ADSL IR Direct - Static IP Monthly Price +	Discount
Up to 768 Kbps / Up to 384 Kbps	\$45.00	38.89%	N/A		\$35.00	18.57%	N/A		\$45.00	14.44%	N/A	
Up to 1.5 Mbps / Up to 384 Kbps – single static IP	N/A		N/A		N/A		\$50.00	25.0%	N/A		\$60.00	20.83%
Up to 1.5 Mbps / Up to 384 Kbps**	\$50.00	45.0%	\$65.00	49.62%	\$40.00	25.03%	\$55.00	20.0%	\$50.00	15.0%	\$65.00	11.54%
Up to 3.0 Mbps / Up to 512 Kbps**	\$55.00	40.91%	\$70.00	39.29%	\$45.00	22.24%	\$60.00	20.83%	\$55.00	13.64%	\$70.00	17.86%
Up to 6.0 Mbps / Up to 768 Kbps**	\$65.00	42.31%	\$80.00	40.63%	\$55.00	13.64%	\$70.00	17.86%	\$65.00	11.54%	\$80.00	15.63%
Up to 12Mbps / Up to 1Mbps	\$70.00	32.14%	\$85.00	38.24%	N/A		N/A		N/A		N/A	
Up to 18M / Up to 1.5Mbps	\$100.00	42.5%	\$115.00	45.65%	N/A		N/A		N/A		N/A	
Up to 24M / Up to 3Mbps	\$110.00	25.0%	\$125.00	26.0%	N/A		N/A		N/A		N/A	
Up to 45M / Up to 6Mbps	\$120.00	15.0%	\$135.00	15.0%	N/A		N/A		N/A		N/A	
Up to 75M / Up to 8Mbps	\$160.00	15.0%	\$175.00	15.0%	N/A		N/A		N/A		N/A	

** Maximum Upstream speed for Broadband Dynamic and Static Service can be up to 1Mbps depending on location.

+ Provisioned on facilities without voice services.

B. ADSL Out of Region Service (Single Dynamic or Single Static IP).

Maximum Bandwidth* (Downstream /Upstream)	ADSL Monthly List Prices	Discount Percentage
Standard Up to 768 Kbps / Up to 128 Kbps	\$55.00	15.0%
Enhanced Up to 1.5 Mbps / Up to 384 Kbps	\$50.00	0.0%
Up to 3.0 Mbps / Up to 512 Kbps	\$60.00	0.0%
Up to 6.0 Mbps / Up to 768 Kbps	\$80.00	0.0%

AT&T and Customer Confidential Information

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**AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE**

C. Multiple IP SDSL Service (5 Static IP)

Maximum Bandwidth* (Downstream /Upstream)	Monthly List Prices	Discount Percentage
192/192 Kbps	\$150.00	5.0%
384/384 Kbps	\$200.00	10.0%
768/768 Kbps	\$270.00	30.0%
1.1/1.1 Mbps	\$350.00	30.0%
1.5 /1.5 Mbps	\$400.00	30.0%

D. Equipment Purchase Price (Per DSL Service Component)

Type of Purchased Equipment	Price	Discount Percentage
ADSL Modem or ADSL Router	\$100	100.0%
SDSL Router	\$450	0.0%
Broadband Modem/Router	\$100	100.0%

E. Additional IP Block Charges - Broadband Service only

IP Block Size*	Monthly List Price	Discount Percentage
13	\$35	49.49%

*Block size indicates number of useable IP addresses.

F. Professional Installation

Professional Installation Fee	Non-Recurring Charge	Discount Percentage
ADSL Professional Installation: Single IP service only.	\$200 (one-time charge per circuit)	100.0%
Broadband Professional Installation: Single IP service only; required for Broadband Dynamic Service up to 24M.	\$200 (one-time charge per circuit)	100.0%

G. Service Support Charges

Activation Fee (per DSL line) Activation Fee is waived for all DSL Lines	\$600 one-time charge for SDSL Service \$300 one-time charge for ADSL/Broadband Service
Domain Name Hosting (Multiple IP Service only)	\$15 monthly
DNS Setup (Multiple IP Service only)	\$25 one-time charge
Additional Inside Wiring (per hour)	\$100
Missed Appointment Fee (per occurrence)	\$100
Field Technician Charge (per occurrence)	\$100
Moving Fee	New Equipment cost



**AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE**

H. Broadband Equipment Fee (Applicable to Broadband Service Only)*

Equipment Charges	List Price	Discount Percentage
Broadband Equipment Fee (Modem/Router), Monthly Charge	\$10	0.0%
Broadband Equipment Non-Return Fee (Modem/Router), One-Time Charge	\$150	N/A

*See Business DSL Internet Service Guide for availability information

End of Document

to Attachment 8 WAN Pricing Tables

This Amendment 1 to Attachment 8 provides an amended and restated version of Table 2 (WAN Service) below.

Table 1: Summary of Contract Costs

Michigan Based Network Operation Center Bundle		
No.	Project Cost(s)	Comments
A.	Procurement of Services	Reserved
B.	Contract Plan and Administration	Reserved
C.	Professional Services	\$427,601.79
This calculation based on Section C Professional Services, Michigan Based Network Operation Center Bundle: 794 devices (all devices including head-end) x Support Desk Services for each device		
D.	Service Integrator	\$92,409.17
This calculation is based on Section D Service Integrator Service: 994 devices (200 non-ATT circuits + all the device) x monthly hardware rental		
E.	Internet Service Providers	\$19,430.66
Total price includes 2x1Gb EAMIS (one to each Data Center) and uses 88 AT&T DSL for all identified IP-VPN locations for pricing demonstration purposes only.		
F.	Service Level Agreements	\$0
Included in Support Desk Services/Professional Services		
G.	Change Management	\$0
Included in Support Desk Services/Professional Services		
H.	Reports	\$0
Included in Support Desk Services/Professional Services		
I.	Business Continuity	\$0
Included in Support Desk Services/Professional Services		
J.	Optional Services	\$TBD
This will depend on the optional services the State decides to purchase		
K.	WAN Service Provider(s)	\$536,513.82
This calculation is based on Section J WAN Services: 700 circuits (692 non IP-VPN remote site circuits + 8 Head-end circuits) x monthly rate for each circuit		
Pricing Proposal Supplemental Work Labor Rates		\$TBD
This will depend on the labor needed per project		

**Attachment 8
to
WAN Pricing Tables**

Total Contract Costs	\$1,075,955.40	Total Monthly Recurring Charges
Network Assessment One Time Charges	\$ 220,000.00	

AT&T Service Integrator Only Standalone Offer		
No.	Project Cost(s)	Comments
A.	Procurement of Services	Reserved
B.	Contract Plan and Administration	Reserved
C.	Professional Services	\$452,477.79 This calculation based on Section C Professional Services, AT&T Service Integrator Only Standalone Offer: 794 devices (all devices including head-end) x Support Desk Services for each device
D.	Service Integrator	\$92,409.17 This calculation is based on Section D Service Integrator Service: 994 devices (200 non-ATT circuits + all the device) x monthly hardware rental
E.	Internet Service Providers	\$19,430.66 Total price includes 2x1Gb EaMIS (one to each Data Center) and uses 88 AT&T DSL for all identified IP-VPN locations for pricing demonstration purposes only.
F.	Service Level Agreements	\$0 Included in Support Desk Services/Professional Services
G.	Change Management	\$0 Included in Support Desk Services/Professional Services
H.	Reports	\$0 Included in Support Desk Services/Professional Services
I.	Business Continuity	\$0 Included in Support Desk Services/Professional Services
J.	Optional Services	\$TBD This will depend on the optional services the State decides to purchase
K.	WAN Service Provider(s)	\$536,513.82 This calculation is based on Section J WAN Services: 700 circuits (692 non IP-VPN remote site circuits + 8 Head-end circuits) x monthly rate for each circuit
Pricing Proposal Supplemental Work Labor Rates		\$TBD This will depend on the labor needed per project

to

Attachment 8 WAN Pricing Tables

Total Contract Costs	\$1,100,831.40	Total Monthly Recurring Charges
Network Assessment One Time Charges	\$ 220,000.00	
Transition & Transformation One Time Charges	\$1,152,428.00	

Amendment 1 to Attachment 8 WAN Pricing Tables

Table 2: WAN Service

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
A. Procurement of Services					
	Pre-Sales Consulting			Reserved	
	Design Services			Reserved	
			Total	Reserved	
B. Contract Plan and Administration					
	Transaction Plan			Reserved	
	Operations Plan			Reserved	
	Escalation Plan Procedures			\$0	Included in Support Desk Services/Professional Services
				\$	
C. Professional Services					
			Total # of Devices		
			12	\$790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management. The details of these Services are described in Article 1 of the WAN REP response.
	Support Service Desk: Data Center Router - SOM_ASR1001-X				

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) <small>(Bidder to identify # of hours per resource)</small>	Total cost Per Site (\$) <small>(Bidder must transfer category totals to Table 1)</small>	Comments <small>(Bidder must explain how they arrived at the costs identified)</small>
	Support Service Desk: Data Center/Router - SOM_ASR1001 (Including Modem)		2	\$ 790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 707.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 696.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9		444	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1		216	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1		10	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1		15	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1		1	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost/Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1		5	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO3945EK9		3	\$ 690.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9		86	\$ 298.13	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	CPE Management and NOC Services		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Problem and Incident Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Service Desk - Request and Change Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Management and Monitoring		N/A	\$N/A	Charges are included in the Support Service Desk charges above.

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) <small>(Bidder to identify # of hours per resource)</small>	Total cost Per Site (\$) <small>(Bidder must transfer category totals to Table 1)</small>	Comments <small>(Bidder must explain how they arrived at the costs identified)</small>
	Transition / Transformation One Time charges			\$0	The charges are waived under this bundle offering
	AT&T Service Integrator Only Standalone Offer – the rows below highlighted in purple represent Managed Services standalone offer if AT&T is awarded the Service Integrator only section. Regarding the one time Transformation costs, the State can choose to pay them up front or have them amortized into the monthly costs. There are no discrete installation charges for new hardware. There are a total of 794 devices based on Attachment 3 site list v2 which includes the 16 duplicate addresses listed on "Sheet 2" and the additional 10 devices for the head-end data centers				
	Support Service Desk: Data Center Router - SOM_ASR1002-X		12	\$790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Data Center Router - SOM_ASR1006 (Including Modem)		2	\$790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 1 Site Router - SOM_CISCO3945EK9 (Including Modem & UPS)		0	\$707.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 696.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9		444	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1		216	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1		10	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1		15	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1		1	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1		5	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO3945E/K9		3	\$ 690.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) <small>(Bidder to identify # of hours per resource)</small>	Total cost Per Site (\$) <small>(Bidder must transfer category totals to Table 1)</small>	Comments <small>(Bidder must explain how they arrived at the costs identified)</small>
	Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9		86	\$ 298.13	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	CPE Management and NOC Services		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Problem and Incident Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Service Desk - Request and Change Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Management and Monitoring		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Transition / Transformation One Time charges			\$1,152,428 (one time)	The State can decide to amortize this one time cost into the monthly recurring charges.
	Network Assessments			\$220,000 (estimate - one time charge for initial assessment)	One time charge This is an estimate based on draft plan provided for the first network assessment before design phase. It is estimated for 2 people for about 8-12 weeks performing the assessment. Final pricing will be determined by a mutually agreed upon Scope of Work.
D.	Service Integrator Services				Estimate pricing for network assessments every 12-18 months is \$90,000

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Bidder is to provide a full list of all WAN and WAN related services they offer. Bidder is to add rows as necessary			N/A	Monthly Recurring Charges for the SI services are included in the Support Service Desk charges in Section C. above.
	3 rd Party WAN Service Provider Management		195	\$54.00	Monthly Recurring Charges are based on the quantity of 3 rd Party circuits being managed by the SI. Management is limited to seven non-AT&T Providers and a maximum of 200 non-AT&T provider circuits.
	Hardware Rental: Data Center Router - SOM_ASR1001-X		12	\$ 809.08	
	Hardware Rental: Data Center Router - SOM_ASR1001 (Including Modem)		2	\$ 1,963.45	
	Hardware Rental: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 350.79	
	Hardware Rental: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 384.94	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9		444	\$ 87.29	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1		216	\$ 100.51	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1		10	\$ 116.36	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1		15	\$ 145.43	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1		1	\$ 174.50	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1		5	\$ 203.57	
	Hardware Rental: Class 3 Site Router - SOM_CISCO3945E/K9		3	\$ 305.39	
	Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9		86	\$ 23.87	
	Hardware Rental Class 4 Site Router: CISCO891-F/K9			\$ 12.47	

Attachment 8 WAN Pricing Tables

Hardware Rental Class 3 Site Router: CISCO2921/K9		\$ 41.71
Hardware Rental Class 2 Site Router: CISCO3945E/K9		\$ 226.74
Hardware Rental Class 4 Site Router: CISCO899G-LTE/K9		\$ 17.06
Hardware Rental Class 3 Site Router: CISCO4321/K9		\$ 47.74
Hardware Rental Class 3 Site Router: CISCO4331/K9		\$ 81.90
Hardware Rental Class 2 Site Router: CISCO4431/K9		\$ 172.90

Attachment 8 WAN Pricing Tables

Router Bold-on Options	Description	Monthly Unit Rates
LAN Ports – Part Number		
HWIC-2FE	Two 10/100 routed port HWIC	\$ 17.28
EHWIC-1GE-SFP-CU	EHWIC 1 port dual mode SFP(100M/1G) or GE(10M/100M/1G)	\$ 9.52
SM-2GE-SFP-CU	2 Port GE SFP Service Module	\$ 15.73
Switch Modules – Part Number		
SM-X-ES3-16-P	SM-X Ethernet Switch, L2/L3, SM, 16 GE, POE+	\$ 25.26
C3560X-16-L-S	SM-X 16 Port Layer 3 LAN base to IP Base paper license	\$ 5.24
C3560X-16-L-E	SM-X 16 Port Layer 3 LAN base to IP Services paper license	\$ 36.70
SFP Plugs		
GLC-SX-MMID	1000BASE-SX SFP transceiver module MMF 850nm DOM	\$ 5.96
GLC-LH-SMD	1000BASE-LX/LH SFP transceiver module MMF/SMF 1310nm DOM	\$ 11.86
GLC-ZX-SMD	1000BASE-ZX SFP transceiver module SMF 1550nm DOM	\$ 47.61
WAN Ports		
HWIC-1DSU-T1	1-Port T1/Fractional T1 DSU/CSU WAN Interface Card	\$ 11.92
HWIC-4T1/E1	4 port clear channel T1/E1 HWIC	\$ 41.71
VWIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 17.04
VWIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 26.22
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	\$ 52.43
EHWIC-4G-LTE-A	4G LTE EHWIC for ATT 700 MHz Band 17 / HSPA+ CDMA Rev A	\$ 13.70
EHWIC-4G-LTE-V	4G LTE EHWIC for Verizon 700 MHz Band 13 / CDMA Rev A	\$ 13.70
SM-X-1T3/E3	One port T3/E3 Service Module	\$ 111.42

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost/Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Example: Installation Charges (construction, outside/inside cable plant)			\$0	End site equipment install charges are waived under both offerings
E.	Internet Service Providers				
	Installation Charges (construction, outside/inside cable plant)	Dedicated Internet Service (i.e. MIS)		\$0	Entrance Facility Charges are waived for qualified AT&T served (aka In-Footprint) locations for the Term of the Agreement for Dedicated Internet Service (aka MIS) only. See Article 1 ISP Section 1.104.I.A. Procurement of services for Site Qualifications.
	Installation Charges (construction, outside/inside cable plant)	Broadband Internet Service (i.e. DSL)		\$0	Construction charges may apply on an individual case basis depending on location (example: highway roadside, light pole, intersection, etc)
	MIS / 1.5 Mbps Port/1.5 Mbps Min. Bandwidth / T1 / Customer Provided Router		0	\$170.89	
	MIS / 3 Mbps Port/3 Mbps Min. Bandwidth / NxT1 / Customer Provided Router		0	\$214.63	
	MIS / 4.5 Mbps Port/4.5 Mbps Min. Bandwidth / NxT1 / Customer Provided Router		0	\$352.24	
	MIS (w/ Managed Router) / 1.5 Mbps Port/1.5 Mbps Min. Bandwidth / T1 / Tele-Install		0	\$196.34	
	MIS (w/ Managed Router) MLPPP / 3 Mbps Port/3 Mbps Min. Bandwidth / NxT1 / Tele-Install		0	\$289.11	
	MIS (w/ Managed Router) MLPPP / 4.5 Mbps Port/4.5 Mbps Min. Bandwidth / NxT1 / Tele-Install		0	\$352.24	
	MIS / 5 Mbps Port / 5 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$112.50	
	MIS / 10 Mbps Port / 10 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$146.65	
	MIS / 20 Mbps Port / 20 Mbps Min.		0	\$246.27	

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Bandwidth / Ethernet / Customer Provided Router				
	MIS / 50 Mbps Port / 25 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$296.88	
	MIS / 50 Mbps Port / 50 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$539.57	
	MIS / 100 Mbps Port / 50 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$539.57	
	MIS / 100 Mbps Port / 100 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$838.02	
	MIS / 250 Mbps Port / 100 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$958.39	
	MIS / 250 Mbps Port / 150 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,360.08	
	MIS / 250 Mbps Port / 250 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,953.85	
	MIS / 500 Mbps Port / 250 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,953.85	
	MIS / 500 Mbps Port / 500 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$3,364.54	
	MIS / 1 Gbps Port / 250 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,953.85	
	MIS / 1 Gbps Port / 500 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$2,427.36	
	MIS / 1 Gbps Port / 700 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$3,240.99	
	MIS / 1 Gbps Port / 1000 Mbps Min. Bandwidth / Ethernet / Customer		2	\$3,714.53	

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost/Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Provided Router				
	EAMIS / 10 Gbps Port / 2.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$15,621.20	
	EAMIS / 10 Gbps Port / 3 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$19,128.00	
	EAMIS / 10 Gbps Port / 3.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$22,246.26	
	EAMIS / 10 Gbps Port / 4 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$25,344.60	
	EAMIS / 10 Gbps Port / 4.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$28,423.01	
	EAMIS / 10 Gbps Port / 5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$31,083.00	
	EAMIS / 10 Gbps Port / 5.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$34,520.06	
	EAMIS / 10 Gbps Port / 6 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$37,538.70	
	EAMIS / 10 Gbps Port / 6.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$40,537.41	
	EAMIS / 10 Gbps Port / 7 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$42,958.30	
	EAMIS / 10 Gbps Port / 7.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$46,475.06	
	EAMIS / 10 Gbps Port / 8 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$49,414.00	
	EAMIS / 10 Gbps Port / 8.5 Gbps Min. Bandwidth / Ethernet / Customer		0	\$52,333.01	

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost/Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Provided Router				
	EAMIS / 10 Gbps Port / 9 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$54,514.80	
	EAMIS / 10 Gbps Port / 9.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$57,354.11	
	EAMIS / 10 Gbps Port / 10 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$45,753.00	
	EAMIS / 20 Gbps Port / 20 Gbps Min. Bandwidth / NX10Gig / Customer Provided Router		0	\$90,900.00	
	EAMIS / 30 Gbps Port / 30 Gbps Min. Bandwidth / NX10Gig / Customer Provided Router		0	\$134,532.00	
	EAMIS / 40 Gbps Port / 40 Gbps Min. Bandwidth / NX10Gig / Customer Provided Router		0	\$176,952.00	
	EAMIS w/ Managed Router / 5 Mbps Port / 5 Mbps Min. Bandwidth / Tele-Install		0	\$142.00	
	EAMIS w/ Managed Router / 10 Mbps Port / 10 Mbps Min. Bandwidth / Tele-Install		0	\$247.25	
	EAMIS w/ Managed Router / 20 Mbps Port / 20 Mbps Min. Bandwidth / Tele-Install		0	\$360.87	
	EAMIS w/ Managed Router / 50 Mbps Port / 25 Mbps Min. Bandwidth / Tele-Install		0	\$418.59	
	EAMIS w/ Managed Router / 50 Mbps Port / 50 Mbps Min. Bandwidth / Tele-Install		0	\$710.38	
	EAMIS w/ Managed Router / 100 Mbps Port / 50 Mbps Min. Bandwidth / Tele-Install		0	\$710.38	
	EAMIS w/ Managed Router / 100 Mbps Port / 100 Mbps Min. Bandwidth / Tele-		0	\$920.26	

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Install / 100Mb Circuit				
	EAMIS w/ Managed Router / 100 Mbps Port / 100 Mbps Min. Bandwidth / On-Site / 1Gb Circuit		0	\$920.26	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 250 Mbps Port / 100 Mbps Min. Bandwidth / On-Site		0	\$920.26	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 250 Mbps Port / 150 Mbps Min. Bandwidth / On-Site		0	\$1,271.84	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 250 Mbps Port / 250 Mbps Min. Bandwidth / On-Site		0	\$1,834.24	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 500 Mbps Port / 250 Mbps Min. Bandwidth / On-Site		0	\$1,834.24	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 500 Mbps Port / 500 Mbps Min. Bandwidth / On-Site		0	\$3,067.75	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 1 Gbps Port / 250 Mbps Min. Bandwidth / On-Site		0	\$1,834.24	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 1 Gbps Port / 500 Mbps Min. Bandwidth / On-Site		0	\$3,067.75	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 1 Gbps Port / 1000 Mbps Min. Bandwidth / On-Site		0	\$3,859.55	\$1500 One Time Charge applies
	1Gb Port / Incremental Usage per Mbps (Flex) / 25 Mbps		0	\$16.20	
	1Gb Port / Incremental Usage per Mbps (Flex) / 50 Mbps		0	\$14.85	
	1Gb Port / Incremental Usage per Mbps (Flex) / 100 Mbps		0	\$11.60	
	1Gb Port / Incremental Usage per Mbps (Flex) / 150 Mbps		0	\$9.45	
	1Gb Port / Incremental Usage per Mbps (Flex) / 250 Mbps		0	\$8.10	
	1Gb Port / Incremental Usage per Mbps (Flex) / 500 Mbps		0	\$7.09	
	1Gb Port / Incremental Usage per Mbps (Flex) / 700 Mbps		0	\$6.75	

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	10Gb Port / Incremental Usage per Mbps (Flex) / 5 Gbps		0	\$5.51	
	10Gb Port / Incremental Usage per Mbps (Flex) / 5.5 Gbps		0	\$5.56	
	10Gb Port / Incremental Usage per Mbps (Flex) / 6 Gbps		0	\$5.54	
	10Gb Port / Incremental Usage per Mbps (Flex) / 6.5 Gbps		0	\$5.52	
	10Gb Port / Incremental Usage per Mbps (Flex) / 7 Gbps		0	\$5.44	
	10Gb Port / Incremental Usage per Mbps (Flex) / 7.5 Gbps		0	\$5.49	
	10Gb Port / Incremental Usage per Mbps (Flex) / 8 Gbps		0	\$5.47	
	10Gb Port / Incremental Usage per Mbps (Flex) / 8.5 Gbps		0	\$5.45	
	10Gb Port / Incremental Usage per Mbps (Flex) / 9 Gbps		0	\$5.37	
	10Gb Port / Incremental Usage per Mbps (Flex) / 9.5 Gbps		0	\$5.35	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 5 Gbps		0	\$5.51	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 10 Gbps		0	\$5.33	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 15 Gbps		0	\$5.31	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 20 Gbps		0	\$5.30	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 25 Gbps		0	\$5.25	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 30 Gbps		0	\$5.22	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 35 Gbps		0	\$5.18	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 40 Gbps		0	\$5.15	
	MIS TDM Access / 1.5Mb / T1 / 0-50 Miles / Each		0	\$252.50	
	MIS TDM Access / 3.0 Mb / 2xT1 / 0-50 Miles / Each		0	\$454.50	

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	MIS TDM Access / 4.5Mb / 3xT1 / 0-50 Miles / Each		0	\$606.00	
	MIS Ethernet Access / 10Mb / 100BaseTX / SBC		0	\$587.82	
	MIS Ethernet Access / 100Mb / 100BaseTX / SBC		0	\$602.47	
	MIS Ethernet Access / 1000Mb / 100BaseSX/LX / SBC		2	\$1,086.76	Replaces current existing MIS circuits at: 530 W. Allegan, Lansing 7150 Harris Dr, Dimondale
	517335 / 10000 / 10G Base-SR / SBC		0	\$4,748.01	530 W. Allegan, Lansing
	517322 / 10000 / 10G Base-SR / SBC		0	\$4,748.01	7150 Harris Dr, Dimondale
	10000 / 10G Base-SR / SBC		0	ICB	
	Business DSL / In-Region - 22 State / 1.5 Mg/384k / BroadBand Static IP Direct (Dry Loop)		0	\$32.75	
	Business DSL / In-Region - 22 State / 3.0 Mg/512k / BroadBand Static IP Direct (Dry Loop)		0	\$42.50	
	Business DSL / In-Region - 22 State / 6.0 Mg/768k / BroadBand Static IP Direct (Dry Loop)		0	\$47.50	
	Business DSL / In-Region - 22 State / 12.0 M / 1M / BroadBand Static IP Direct (Dry Loop)		0	\$52.50	
	Business DSL / In-Region - 22 State / 18.0 M/1.5M / BroadBand Static IP Direct (Dry Loop)		0	\$62.50	
	Business DSL / In-Region - 22 State / 24M / 3M / BroadBand Static IP Direct (Dry Loop)		88	\$95.00	Quantity is for pricing demonstration purposes only. Not all locations will qualify for DSL. (e.g. Out-of-Footprint, distance limit, etc.)
	Business DSL / In-Region - 22 State / 45M / 6M / BroadBand Static IP Direct (Dry Loop)			\$114.75	
	Business DSL / In-Region - 22 State / 75M / 8M / BroadBand Static IP Direct (Dry Loop)			\$148.75	
	Business DSL / Other / IP Block Size - 13 / BroadBand Multi Static IP		0	\$17.68	

Attachment 8 WAN Pricing Tables

Business DSL / Other / Managed CPE option / ADSL and Boardband	0	\$7.58
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes	0	\$100.00

Attachment 8 WAN Pricing Tables

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	of zone file data)				
	Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)		0	\$100.00	

Attachment 8 WAN Pricing Tables

F.	Service Level Agreements				<i>Reserved</i>	Included in Support Desk Services/Professional Services
				<i>Reserved</i>		
		Total		<i>Reserved</i>		
G.	Change Management				<i>Reserved</i>	Included in Support Desk Services/Professional Services
				<i>Reserved</i>		
		Total		<i>Reserved</i>		
H.	Reports					
	Special Reporting Per Request for reports not included in normal scope Bidder is to add rows as necessary			\$N/A		Charges for Reports are included in the Support Service Desk charges in Section C. above.
		Total		\$N/A		
I.	Business Continuity				<i>Reserved</i>	Included in Support Desk Services/Professional Services
				<i>Reserved</i>		
		Total		<i>Reserved</i>		
J.	Optional Services - These Optional Services are not required for either solution. They can be bolt on services to enhance the WAN.					
	AVPN CoS Package Change Charge				\$100.00/change	

Attachment 8 WAN Pricing Tables

AVPN CoS Deactivation Charge			\$100.00/change	
AVPN SDO Config Change			\$100.00/change	
AVPN Port Change			\$1,000.00/change	
AVPN Port order Cancellation			\$500.00/change	
AVPN Port Due Date Change			\$500.00/change	
AVPN Port/CPE Expedite			\$500.00/expedite	
AVPN CIR Change			\$25.00/change	
TSP Priority Marking - Provisioning Priority (per IOC)			\$416.00 (one time charge)	
TSP Priority Marking - Provisioning Priority (per Access Channel)			\$128.00 (one time charge)	
TSP Priority Marking - Restoration Priority (per IOC)			\$9.35 Per month \$244.00 (one time charge)	
TSP Priority Marking - Restoration Priority (per Access Channel)			\$4.00 Per month \$144.50 (one time charge)	
Change of TSP Restoration Priority level (per change to IOC)			\$36.40 (one time charge)	
Change of TSP Restoration Priority level (per change to Access Channel)			\$62.50 (one time charge)	
ANIRA			\$See below	Due to the items involved with pricing this service, the pricing did not fit in this table. Please see below for ANIRA pricing.

Attachment 8 WAN Pricing Tables

WAN Services to be Provided			
Managed Services	\$N/A	No Managed Services	
Installation Charges (construction, outside/inside cable plant)	\$0	Entrance Facility Charges are waived for qualified AT&T served (aka In-Footprint) locations for the Term of the Agreement for AVPN Ethernet only. See Article 1 WAN Provider Section 1.104.I.A. Procurement of services for Site Qualifications.	
Installation Charges (construction, outside/inside cable plant)	\$TBD	Sites where AT&T is not the Incumbent Local Exchange Carrier (ILEC) may require entrance facilities work, incur One Time Charges and/or Special Construction charges from the local access provider. AT&T will attempt to identify any such expenses before circuit orders, however if such charges occur they will be passed through to the State.	
<p>Below are AVPN MPLS Ports, Access circuits, and additional features pricing. The total quantity of combined circuits and ports is 700 which includes the 16 duplicate addresses listed on "Sheet 2" of Appendix 3 WAN LIST VER 2 dated 2-22-14 and 8 x 1Gb Head-end circuits (4x1Gb @ each Data Center), less 88 IP VPN sites. It also includes 4x50Mb Ethernet local access circuits for LNOG network access to the two data center managed routers.*</p>			
MPLS Port, Flat Rate (1.544M/1.536M)	140	\$215.00	
MPLS Port, Flat Rate (3.088M)	8	\$296.13	
MPLS Port, Flat Rate (4.632M)	7	\$328.88	
MPLS Port, Flat Rate (6.176M)	6	\$345.00	
MPLS Port, Flat Rate (9.264M)	1	\$360.00	
MPLS Port, Flat Rate (10M)	516	\$308.20	
MPLS Port, Flat Rate (12.352M)	5	\$390.85	

Attachment 8 WAN Pricing Tables

MPLS Port, Flat Rate (20M)	0	\$383.75
MPLS Port, Flat Rate (50M)	6	\$670.00
MPLS Port, Flat Rate (100M)	3	\$1,140.19
MPLS Port, Flat Rate (250M)	0	\$2,524.71
MPLS Port, Flat Rate (500M)	0	\$3,917.99
MPLS Port, Flat Rate (1G)	8	\$7,232.78
MPLS Port, Flat Rate (1.5 - ICB)	0	
Port Option, Service Diversity Option (1.544M/1.536M)	0	\$2.40
Port Option, Service Diversity Option (3.088M)	0	\$3.90
Port Option, Service Diversity Option (4.632M)	0	\$5.10
Port Option, Service Diversity Option (6.176M)	0	\$5.90
Port Option, Service Diversity Option (9.264M)	0	\$7.30
Port Option, Service Diversity Option (10M)	0	\$7.60
Port Option, Service Diversity Option (12.352M)	0	\$8.60
Port Option, Service Diversity Option (20M)	0	\$11.30
Port Option, Service Diversity Option (45M)	0	\$20.50
Port Option, Service Diversity Option (50M)	0	\$25.30
Port Option, Service Diversity Option (100M)	0	\$43.50
Port Option, Service Diversity Option (250M)	0	\$88.20
Port Option, Service Diversity	0	\$132.90

Attachment 8 WAN Pricing Tables

Option (500M)				
Port Option, Service Diversity				
Option (1G)		0	\$250.10	
Port Option, POP Diversity				
(1.544M)		0	\$4.90	
Port Option, POP Diversity				
(3.088M)		0	\$7.70	
Port Option, POP Diversity				
(4.632M)		0	\$10.20	
Port Option, POP Diversity				
(6.176M)		0	\$11.70	
Port Option, POP Diversity				
(9.264M)		0	\$14.60	
Port Option, POP Diversity				
(10M)		0	\$15.30	
Port Option, POP Diversity				
(12.352M)		0	\$17.20	
Port Option, POP Diversity				
(20M)		0	\$22.60	
Port Option, POP Diversity				
(50M)		0	\$50.60	
Port Option, POP Diversity				
(100M)		0	\$87.10	
Port Option, POP Diversity				
(250M)		0	\$176.40	
Port Option, POP Diversity				
(500M)		0	\$265.80	
Port Option, POP Diversity (1G)		0	\$500.30	
MPLS Unilink, Port Charge		0	\$15.30	
MPLS Unilink, Port Charge		0	\$21.00	
MPLS Unilink, Port Charge		0	\$40.10	
MPLS Unilink, Port Charge		0	\$67.10	

Attachment 8 WAN Pricing Tables

(100M)				
MPLS Unilink, Port Charge (250M)		0	\$151.20	
MPLS Unilink, Port Charge (500M)		0	\$227.80	
MPLS Unilink, Port Charge (1G)		0	\$418.10	
CoS Package, Multimedia High Svc (1.544M/1.536M)		0	\$0.00	
CoS Package, Multimedia High Svc (3.088M)		0	\$0.00	
CoS Package, Multimedia High Svc (4.632M)		0	\$0.00	
CoS Package, Multimedia High Svc (6.176M)		0	\$0.00	
CoS Package, Multimedia High Svc (9.264)		0	\$0.00	
CoS Package, Multimedia High Svc (10M)		0	\$0.00	
CoS Package, Multimedia High Svc (12.352M)		0	\$0.00	
CoS Package, Multimedia High Svc (20M)		0	\$0.00	
CoS Package, Multimedia High Svc (50M)		0	\$0.00	
CoS Package, Multimedia High Svc (100M)		0	\$0.00	
CoS Package, Multimedia High Svc (250M)		0	\$0.00	
CoS Package, Multimedia High Svc (500M)		0	\$0.00	
CoS Package, Multimedia High Svc (1G)		0	\$0.00	
CoS Package, Multimedia High		0	ICB	

Attachment 8 WAN Pricing Tables

Svc (1.5 - 40G)			
CoS Package, Multimedia Standard Svc (1.544M/1.536M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (3.088M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (4.632M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (6.176M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (9.264M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (10M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (12.352M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (20M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (50M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (100M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (250M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (500M)	0	\$0.00	
CoS Package, Multimedia Standard Svc (1G)	0	\$0.00	
CoS Package, Multimedia Standard Svc (1.5 - 40G)	0	ICB	
CoS Package, Critical Data Svc (1.544M/1.536M)	0	\$0.00	
CoS Package, Critical Data Svc (3.088M)	0	\$0.00	

Attachment 8 WAN Pricing Tables

CoS Package, Critical Data Svc (4.632M)		0	\$0.00
CoS Package, Critical Data Svc (6.176M)		0	\$0.00
CoS Package, Critical Data Svc (9.264M)		0	\$0.00
CoS Package, Critical Data Svc (10M)		0	\$0.00
CoS Package, Critical Data Svc (12.352M)		0	\$0.00
CoS Package, Critical Data Svc (20M)		0	\$0.00
CoS Package, Critical Data Svc (50M)		0	\$0.00
CoS Package, Critical Data Svc (100M)		0	\$0.00
CoS Package, Critical Data Svc (250M)		0	\$0.00
CoS Package, Critical Data Svc (500M)		0	\$0.00
CoS Package, Critical Data Svc (1G)		0	\$0.00
CoS Package, Critical Data Svc (1.5 - 40G)		0	ICB
CoS Package, Business Data Svc (1.544M/1.536M)		0	\$0.00
CoS Package, Business Data Svc (3.088M)		0	\$0.00
CoS Package, Business Data Svc (4.632M)		0	\$0.00
CoS Package, Business Data Svc (6.176M)		0	\$0.00
CoS Package, Business Data Svc		0	\$0.00

Attachment 8 WAN Pricing Tables

(9.264M)				
CoS Package, Business Data Svc (10M)		0	\$0.00	
CoS Package, Business Data Svc (12.352M)		0	\$0.00	
CoS Package, Business Data Svc (20M)		0	\$0.00	
CoS Package, Business Data Svc (50M)		0	\$0.00	
CoS Package, Business Data Svc (100M)		0	\$0.00	
CoS Package, Business Data Svc (250M)		0	\$0.00	
CoS Package, Business Data Svc (500M)		0	\$0.00	
CoS Package, Business Data Svc (1G)		0	\$0.00	
CoS Package, Business Data Svc (1.5 - 40G)		0	ICB	
AVPN Access, AT&T Ethernet (10Mb)		485	\$389.82	
AVPN Access, AT&T Ethernet (20Mb)		0	\$468.63	
AVPN Access, AT&T Ethernet (50Mb)		6	\$560.18	
AVPN Access, AT&T Ethernet (100Mb)		3	\$705.28	
AVPN Access, AT&T Ethernet (250Mb)		0	\$948.12	
AVPN Access, AT&T Ethernet (500Mb)		0	\$1,138.46	
AVPN Access, AT&T Ethernet (1Gb)		8	\$1,445.06	

Attachment 8 WAN Pricing Tables

AVPN Access, AT&T Ethernet (10-40Gb)		0	ICB	
AVPN Access, Charter Ethernet (10Mb)		31		\$691.80
AVPN Access, AT&T T1 (1.544Mb)		3		\$130.00
AVPN Access, AT&T 2xT1 (3.088Mb)		0		\$260.00
AVPN Access, AT&T 3xT1 (4.632Mb)		0		\$390.00
AVPN Access, AT&T 4xT1 (6.176Mb)		0		\$520.00
AVPN Access, AT&T 6xT1 (9.264Mb)		0		\$780.00
AVPN Access, AT&T 8xT1 (12.352Mb)		0		\$1,040.00
AVPN Access, Frontier T1 (1.544Mb)		115		\$144.00
AVPN Access, Frontier 2xT1 (3.088Mb)		5		\$288.00
AVPN Access, Frontier 3xT1 (4.632Mb)		7		\$432.00
AVPN Access, Frontier 4xT1 (6.176Mb)		3		\$576.00
AVPN Access, Frontier 6xT1 (9.264Mb)		0		\$864.00
AVPN Access, Frontier 8xT1 (12.352Mb)		3		\$1,152.00
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel T1		22		\$144.00

Attachment 8 WAN Pricing Tables

AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 2xT1		3	\$288.00	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 3xT1 (4.632Mb)		0	\$432.00	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 4xT1 (6.176Mb)		3	\$576.00	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 6xT1 (9.264Mb)		1	\$864.00	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 8xT1 (12.352Mb)		2	\$1,152.00	
ATT Switched Ethernet Service - IntraLATA	100Mb Port / 10Mb CIR / MultiMedia Standard - PPS	0	\$350.00	

Attachment 8 WAN Pricing Tables

ATT Switched Ethernet Service - IntraLATA	100Mb Port / 50Mb CIR / MultiMedia Standard -	4	\$490.00	Ethernet local access circuits for MNO network access to the two data center managed routers.
ATT Switched Ethernet Service - IntraLATA	100Mb Port / 100Mb CIR / MultiMedia Standard -	0	\$600.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 10Mb CIR / MultiMedia Standard - PPCoS	0	\$400.00	

Attachment 8 WAN Pricing Tables

ATT Switched Ethernet Service - IntraLATA	1Gb Port / 50Mb CIR / MultiMedia Standard -	0	\$540.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 100Mb CIR / MultiMedia Standard -	0	\$650.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 150Mb CIR / MultiMedia Standard -	0	\$700.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 250Mb CIR / MultiMedia Standard -	0	\$800.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 400Mb CIR / MultiMedia Standard -	0	\$850.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 500Mb CIR / MultiMedia Standard -	0	\$900.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 600Mb CIR / MultiMedia Standard -	0	\$950.00
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 1000Mb CIR / MultiMedia Standard -	0	\$1,000.00
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 2000Mb CIR / MultiMedia Standard -	0	\$1,500.00
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 2500Mb CIR / MultiMedia Standard -	0	\$1,700.00

Attachment 8 WAN Pricing Tables

ATT Switched Ethernet Service - IntraLATA	10Gb Port / 4000Mb CIR / MultiMedia Standard -	0	\$1,900.00
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 5000Mb CIR / MultiMedia Standard -	0	\$2,100.00
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 7500Mb CIR / MultiMedia Standard -	0	\$2,500.00
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 10000Mb CIR / MultiMedia Standard -	0	\$3,000.00

Table 3: Pricing Proposal Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments
Project Manager	\$TBD	Varies depending on type and scope of Project. These types of projects would be considered out the scope of work for this contract. Billed in 1 day increments, one month minimum
Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour(normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.

Attachment 8 WAN Pricing Tables

Total	\$/A
Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.	

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed
 - m. Expected Bidder Work Hours and Conditions

4. The parties agree that the Services/Deliverables to be rendered by Bidder using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. Bidder shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

Pricing Additional Information

Attachment 8 WAN Pricing Tables

Bidders are to provide any additional details below needed to fully understand the proposed pricing contained in the cost tables. Bidders must describe any assumptions or any relevant information needed in understanding the pricing approach being proposed.

Attachment 8 WAN Pricing Tables

Bidders are to provide any additional details in this response box. Bidders must describe any assumptions made and expectations of State and Contractor roles as it pertains to this Contract.

Bidder's Response:

Site availability of all Ethernet services is subject to final Engineering review.

Please see Exhibit T, Pricing Table Summaries for both models, for total costs.

*AVPN access circuits have the following charges/fees applied that will be passed through to the State of Michigan that can change quarterly:

Universal Connectivity Charge (UCC): In May of 1997, the Federal Communications Commission (FCC) adopted rules that mandated that telecommunications carriers pay into a federal program called the Universal Service Fund (USF). AT&T and other telecommunications carriers are required by the FCC, to pay a percentage of their revenues for state-to-state and international services into the Universal Service Fund. The FCC sets this percentage on a quarterly basis. AT&T has chosen to recover its payments into the Universal Service Fund by charging customers the UCC, which is now equal to the percentage set by the FCC.

The Universal Service Fund helps provide affordable telecommunications services for low-income customers and customers in rural areas. It also provides discounts on Internet access for eligible schools, libraries and rural health care providers. The USF is collected from telecommunications carriers and administered by the Universal Service Administration Corporation. They are responsible for disbursing the funds according to eligibility criteria established by the FCC.

In the competitive industry we are in, we cannot afford to absorb the costs associated with the USF that have been imposed on AT&T. Therefore, AT&T has chosen to recover these costs by charging a separate monthly charge called the Universal Connectivity Charge (UCC).

Effective April 1, 2014 the Universal Connectivity Charge will change from 16.4% to 16.6% of your state-to-state and international long distance charges as well as any service charges. If you have AT&T for local service, the UCC also applies to your Subscriber Line Charge(s) (which in California is called the Network Access for Interstate Calling Charge) and Number Portability Charge(s). You should be aware that AT&T will periodically change the UCC to reflect changes in the amount the FCC requires AT&T to pay into the Universal Service Fund. AT&T will not provide advance notice of changes to the Universal Connectivity Charge except as required by law.

Administrative Expense Fee (AEF): The Administrative Expense Fee (AEF) is a fee separate from the UCC and recovers a portion of AT&T's internal costs associated with the USF. Prior to April 1, 2003, these internal costs were recovered as part of the UCC. As a result of a Decision by the FCC on December 13, 2002, beginning on April 1, 2003, carriers who want to collect this type of expense as a line item charge must do so through a line item separate from that used for recovery of actual USF assessments. Effective April 1, 2014, the Administrative Expense Fee will remain at 0.88%. We continue to make every effort to recover these costs in a fair and equitable manner.

Attachment 8 WAN Pricing Tables

ANIRA

The following table shows the price components for ANIRA. It includes the billing frequency (MRC vs. OTC), the list price, and discount eligibility apply.

MRC: Monthly Recurring Charge

OTC: One-time-charge

Billing Frequency Discount Eligible List

	Billing Frequency	Discount Eligible	List
ANIRA SOHO			
ANIRA SOHO Install/Setup	OTC	no	99
ANIRA SOHO CPE	MRC	yes	99
SOHO Pro-install basic (SOHO device only)	OTC	no	580
SOHO Pro-maintenance	MRC	yes	20
Missed appointment	OTC	no	200
Expedite order	OTC	no	200
ANIRA Remote Access			
VPN Management fee			
	MRC	yes	10.00
ANIRA Private Network Connection (PNC) charge			
AVPN			
Typell(2 Mbs)Remote Access IP Charge	MRC	yes	1,248
Typell(3 Mbs)Remote Access IP Charge	MRC	yes	1,316
Typell(4 Mbs)Remote Access IP Charge	MRC	yes	1,756
Typell(5 Mbs)Remote Access IP Charge	MRC	yes	2,194
Typell(6 Mbs)Remote Access IP Charge	MRC	yes	2,632
Typell(7 Mbs)Remote Access IP Charge	MRC	yes	3,070
Typell(8 Mbs)Remote Access IP Charge	MRC	yes	3,508
Typell(9 Mbs)Remote Access IP Charge	MRC	yes	3,946
Typell(10 Mbs)Remote Access IP Charge	MRC	yes	4,384
Typell(15 Mbs)Remote Access IP Charge	MRC	yes	6,330
Typell(20 Mbs)Remote Access IP Charge	MRC	yes	8,438
Typell(25 Mbs)Remote Access IP Charge	MRC	yes	10,548
Typell(30 Mbs)Remote Access IP Charge	MRC	yes	12,650
Typell(35 Mbs)Remote Access IP Charge	MRC	yes	14,766

Attachment 8 WAN Pricing Tables

Typell(40 Mbs)Remote Access IP Charge	MRC	yes	16,876
Typell(50 Mbs)Remote Access IP Charge	MRC	yes	20,462
Typell(60 Mbs)Remote Access IP Charge	MRC	yes	23,818
Typell(70 Mbs)Remote Access IP Charge	MRC	yes	26,954
Typell(80 Mbs)Remote Access IP Charge	MRC	yes	29,880
Typell(90 Mbs)Remote Access IP Charge	MRC	yes	32,607
Typell(100 Mbs)Remote Access IP Charge	MRC	yes	35,143
AVPN Dual Stack egress			
Typell(2 Mbs)Remote Access IP Charge	MRC	yes	1,248
Typell(3 Mbs)Remote Access IP Charge	MRC	yes	1,316
Typell(4 Mbs)Remote Access IP Charge	MRC	yes	1,756
Typell(5 Mbs)Remote Access IP Charge	MRC	yes	2,194
Typell(6 Mbs)Remote Access IP Charge	MRC	yes	2,632
Typell(7 Mbs)Remote Access IP Charge	MRC	yes	3,070
Typell(8 Mbs)Remote Access IP Charge	MRC	yes	3,508
Typell(9 Mbs)Remote Access IP Charge	MRC	yes	3,946
Typell(10 Mbs)Remote Access IP Charge	MRC	yes	4,384
Typell(20 Mbs)Remote Access IP Charge	MRC	yes	8,438
Typell(30 Mbs)Remote Access IP Charge	MRC	yes	12,650
Typell(40 Mbs)Remote Access IP Charge	MRC	yes	16,876
Typell(50 Mbs)Remote Access IP Charge	MRC	yes	20,462
Typell(60 Mbs)Remote Access IP Charge	MRC	yes	23,818
Typell(70 Mbs)Remote Access IP Charge	MRC	yes	26,954
Typell(80 Mbs)Remote Access IP Charge	MRC	yes	29,880
Typell(90 Mbs)Remote Access IP Charge	MRC	yes	32,607

The following discount table applies to discount eligible ANIRA components listed above.

Annual Revenue Commitment (USD)	1 Year Term	2 Year Term	3 Year Term
0 to 999	0%	0%	0%
1,000 to 9,999	0%	20%	35%
10,000 to 249,999	0%	25%	40%
250,000 to 499,999	0%	28%	43%
500,000 to 749,999	0%	28%	43%
750,000 to 999,999	0%	28%	43%
More than 1,000,000	0%	28%	43%

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 003
 to
CONTRACT NO. 071B5500011
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
AT & T Services Inc. 221 N. Washington Square Lansing MI, 48933	Anne Fisher	Af3981@att.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	248-631-8282	*****2655

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI		Hall, Scott	517-241-4255	halls9
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Telecommunication Services Wan			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	October 13, 2019	5 - 1 Year	October 13, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$82,631,487.00		\$ 0.00	\$82,631,487.00	
DESCRIPTION: Telecommunication Services is requesting that the WAN Service Group 4 contract language be redefined and service line strategy be identified. All other terms and conditions remain the same.				

Change Notice Number:
Contract Number: 071B5500011

FOR THE CONTRACTOR:

AT & T Services Inc.

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Choose an item.

Name & Title

DTMB Procurement

Agency

Date



AT&T Signature Page

Customer	AT&T
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: David Wilson Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-242-3359 Email:Wilson7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg 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

The documents listed below are appended to this Signature Page and are part of the Agreement between AT&T and Customer referenced above, and shall each become effective when authorized representatives of both parties sign this Signature Page ("Effective Date").

Document(s) Appended:

- Amendment 1 to Article 1 – Statement of Work
- Amendment 1 to Exhibit K – Technical Solutions Document

State of Michigan (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**Amendment 1 to Article 1 – Statement of Work
CONTRACT NO 071B5500011**

*Availability measurements on Service Group 4 will be captured for analysis and reporting purposes, not for SLA purposes.

- d. Article 1 – SOW - Section 1.104, F, 5, TTR by Service Group Table is replaced in its entirety with the following:

TTR by Service Group Table

Service Group #	Performance Objective
Group 1	4.0 hours
Group 2	4.0 hours
Group 3	4.0 hours
Group 4	8.0 hours*

Note: Restoration times are dependent on dispatch maintenance intervals. To qualify for a 4 hour restoration target a Service Group must have 7X24X2 maintenance dispatch time to arrive response interval.

*TTR measurements on Service Group 4 will be captured for analysis and reporting purposes, not for SLA purposes.

**Amendment 1 to Exhibit K – Technical Solutions Document
CONTRACT NO 071B5500011**

The purpose of the Amendment is to amend Exhibit K – Technical Solutions Document with the changes described below:

- a. **WAN Design Overview, paragraph 5 is replaced in its entirety with the following:**

“The State’s IP-VPN locations (aka Class 4 sites) will be served by multiple Internet Service Providers (ISP) for their transport. All routers regardless of transport provider will be managed by AT&T as the service integrator.”

- b. **Class 4 Location Description on p. 7 is replaced in its entirety with the following:**

Class 4 locations, also referred to as IP-VPN sites, will utilize a single managed WAN router and single ISP circuit.

- Single Cisco ISR-G2 Router
- Single ISP circuit (AT&T or 3rd Party)
- Number of Encrypted Tunnels/SAs: Two

- c. **The first two paragraphs of the Out-of-Band Management section on page 9 are replaced with the following:**

Site class topologies 1/2/3 will include Out-of-Band (OOB) access to the managed router(s) at each location.

The site class2/3 topology will use a single modem and Plain-Old-Telephone-Service (POTS) line connected to the console port of the WAN router for this purpose. Locations that have multiple managed routers at the same location will have a similar OOB design, but will also include a code-activated switch that allows the POTS line to be shared across multiple managed routers.

AT&T and Customer Confidential Information

**Amendment 1 to Article 1 – Statement of Work
CONTRACT NO 071B5500011**

The purpose of this Amendment 1 is to amend Article 1 – Statement of Work with the changes described below:

- a. **Article 1 – SOW - Section 1.104, E, 2, k is replaced in its entirety with the following:**
 “Provide a dedicated POTS line for OOB management of Contractor’s Equipment for Group 1, 2 and 3 sites, however, on an individual case basis and subject to verification testing, an analog PBX line may be used in lieu of a dedicated POTS line.”
- b. **Article 1 – SOW - Section 1.104, F Service Group Description table is replaced in its entirety with the following:**

The following Service Group definitions apply to the appropriate SLAs listed in this section.

Service Group #	Service Group Description
Group 1 (99.999%)	A site equipped with the following high availability options; redundant access transport service with diversely routed paths and enters the site on separate cable entrances, router redundant power supply, and router UPS system.
Group 2 (99.95%)	A site equipped with the following high availability options; redundant access transport service with same path or equipped with an access transport backup option, and router UPS system. Site must be equipped with UPS 10-minute capacity allowing generator backup to resume.
Group 3 (99.85%)	A site not equipped with the necessary redundant options to qualify as Service Group 1 or 2. Service Group 3 sites must have at least one router and one private transport network Circuit.
Group 4	A site connected to a commercial Internet Service Provider (ISP) or any downstream edge/shared services-connected sites.

- c. **Article 1 – SOW - Section 1.104, F, 1, SGA by Service Group table is replaced in its entirety with the following:**

SGA by Service Group Table

Service Group #	Performance Objective
Group 1	99.999%
Group 2	99.95%
Group 3	99.85%
Group 4	99.00%*

AT&T and Customer Confidential Information

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
 to
CONTRACT NO. 071B5500011
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
AT&T 221 N. Washington Square Lansing, MI 48933	Anne Fisher	Af3981@att.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 631-8282	-2655

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Scott Hall	(517) 241-4255	Halls9@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Telecommunication Services: System Integrator-Wide Area Network-Enterprise Internet service Provider			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	October 13, 2019	5, one year	October 13, 2019
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$82,631,487.00		\$0.00	\$82,631,487.00	

DESCRIPTION:
 Effective upon execution of this change notice, contract is amended to reflect the change to VPN Service site for out of footprint services to 50 sites and to add an amended price schedule. All other terms, conditions, pricing and specifications remain the same.



AT&T MA Reference No.: 149943UA
 NBI Number: 11307

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Customer	AT&T
State of Michigan Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: US	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: David Wilson Title: Director Street Address: 530 W Allegan St City: Lansing State/Province: MI Zip Code: 48933 Country: US Telephone: 517-241-7552 Email: Wilsond7@michigan.gov	Name: Anne Fisher Street Address: 23500 Northwestern Hwy, Building W, Suite W-216 City: Southfield State/Province: MI Zip Code: 48075 Country: US Telephone: 248-631-8282 Email: af3981@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: GEM Sales Region: Midwest 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
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. 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)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T VPN SERVICE
 PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

For Service in Existing Countries:

- Addition of new Non-US Local Access, Non-US Ethernet Access, United States Ethernet Access (Custom), &/or Non-US-DSL Access.
- Change to existing Non-US Local Access, Non-US Ethernet Access, United States Ethernet Access (Custom), &/or Non-US-DSL Access.
- Additional Terms and Conditions.

2. EFFECTIVE DATE OF RATES AND DISCOUNTS

Effective Date of Rates and Discounts	First day of the first full billing cycle following the Effective Date of this Addendum
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3. 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 AT&T VPN Service Components and All Access in this Agreement	100%	36 Months

4. ADDITIONAL TERMS AND CONDITIONS

- 4.1 Backboard, all environmental at the Customer Sites (e.g., HVAC, power, and UPS) and electrical grounding of the equipment are excluded from this pricing.

5. RATES AND DISCOUNTS

5.1. Custom Ethernet Access (United States), Non-US Ethernet Access, Non-US Local Access, Non-US DSL Access

Non-US Local Access/Non-US DSL Access/Ethernet Access Rates
 No Discounts are applicable to the site-specific pricing table below.

5.1.1 Ethernet Access

Address	City	ST / Province	Zip / Postal Code	Ethernet Access Speed	Qty	Monthly Ethernet Local Access Charge	Ethernet Access Activation Charge	Price Change Only (Y/N)
1040 S. WINTER ST.	Adrian	MI	49221	10M	1	389.82	14,600	Y
1040 S. WINTER ST.	Adrian	MI	49221	10M	1	389.82	14,600	Y
1540 AIRPORT RD.	Alpena	MI	49707	10M	1	389.82	14,600	Y
3283 W. WASHINGTON AVE.	Alpena	MI	49707	10M	1	389.82	14,600	Y
711 W. CHISHOLM ST.	Alpena	MI	49707	10M	1	389.82	14,600	Y
720 W. CHISHOLM ST.	Alpena	MI	49707	10M	1	389.82	14,600	Y
15210 US-31	Beulah	MI	49617	10M	1	389.82	14,600	Y
110 N. BROADWAY	Cassopolis	MI	49031	10M	1	389.82	14,600	Y
692 E. MAIN ST.	Centerville	MI	49032	10M	1	389.82	14,600	Y

**AT&T VPN SERVICE
 PRICING ADDENDUM**

186 E. STATE ST.	Coldwater	MI	49036	10M	1	389.82	14,600	Y
34 N. MICHIGAN AVE.	Coldwater	MI	49036	10M	1	389.82	14,600	Y
388 KEITH WILHELM DR.	Coldwater	MI	49036	10M	1	389.82	14,600	Y
7 VAN AVE.	Coldwater	MI	49036	10M	1	389.82	14,600	Y
601-C N. FRONT ST.	Dowagiac	MI	49047	10M	1	389.82	14,600	Y
1088 E. M-32 ST.	Gaylord	MI	49735	10M	1	389.82	14,600	Y
103 JAMES ST.	Grayling	MI	48738	10M	1	389.82	14,600	Y
200 W. MICHIGAN AVE.	Grayling	MI	48738	10M	1	389.82	14,600	Y
230 HURON	Grayling	MI	48738	10M	1	389.82	14,600	Y
2384 I-75	Grayling	MI	48738	10M	1	389.82	14,600	Y
5690 M-72	Grayling	MI	48738	10M	1	389.82	14,600	Y
106 FIFTH ST.	Harrisville	MI	48740	10M	1	389.82	14,600	Y
100 STATE ST.	Harrisville	MI	48740	10M	1	389.82	14,600	Y
3740 W. POLK RD.	Hart	MI	49420	10M	1	389.82	14,600	Y
3793 W. POLK RD.	Hart	MI	49420	10M	1	389.82	14,600	Y
4081 W. POLK RD.	Hart	MI	49420	10M	1	389.82	14,600	Y
141 N. STATE	Hillman	MI	49746	10M	1	389.82	14,600	Y
9011 W. LAKE CITY RD.	Houghton Lake	MI	48629	10M	1	389.82	14,600	Y
61535 M-40	Jones	MI	49861	10M	1	389.82	14,600	Y
300 WALNUT ST.	Manistique	MI	49854	10M	1	389.82	14,600	Y
105 S. COURT ST.	Mio	MI	48647	10M	1	389.82	14,600	Y
1161 W. M-72	Mio	MI	48647	10M	1	389.82	14,600	Y
200 W. FIFTH ST.	Mio	MI	48647	10M	1	389.82	14,600	Y
300 N. MAIN ST.	Mt. Pleasant	MI	48858	10M	1	389.82	14,600	Y
3580 S. ISABELLA RD.	Mt. Pleasant	MI	48858	10M	1	389.82	14,600	Y
1485 E. APPLE AVE.	Muskegon	MI	49442	10M	1	389.82	14,600	Y
990 TERRACE	Muskegon	MI	49442	10M	1	389.82	14,600	Y
151 E. HURON AVE.	Rogers City	MI	49779	10M	1	389.82	14,600	Y
9235 BLUE STAR MEMORIAL HWY.	South Haven	MI	49090	10M	1	389.82	14,600	Y
31 DIVISION ST.	Coldwater	MI	49036	10M	1	389.82	14,600	Y
931 S. CENTERVILLE RD.	Sturgis	MI	49091	10M	1	389.82	14,600	Y
1025 SHIAWASSEE	Corunna	MI	48817	10M	1	389.82	14,600	Y
127 S MAIN	Lake City	MI	49651	10M	1	389.82	14,600	Y
2222 N. ADRIAN	Adrian	MI	49221	10M	1	389.82	14,600	Y
16860 W. M-32	Atlanta	MI	49709	10M	1	389.82	14,600	Y
620 E. MAIN ST.	Centerville	MI	49032	10M	1	389.82	14,600	Y

**AT&T VPN SERVICE
 PRICING ADDENDUM**

207 COURT ST.	Mt Pleasant	MI	48858	10M	1	389.82	14,600	Y
110 S. PINE	Lake City	MI	49651	10M	1	389.82	14,600	Y
325 N M-62	Cassopolis	MI	49031	10M	1	389.82	14,600	Y
10 N. Howes Lake Rd	Grayling	MI	49738	10M	1	389.82	14,600	Y
164 N. 4th Street	Rogers City	MI	49759	10M	1	389.82	14,600	Y
2666 S. US-23	Alpena	MI	49707	10M	1	389.82	14,600	Y
108 Main St	Baraga	MI	49908	10M	1	389.82	14,600	Y
427 N. US-41	Baraga	MI	49908	10M	1	389.82	14,600	Y
449 Green St.	Caro	MI	48723	10M	1	389.82	14,600	Y
12 N. Third St.	L'Anse	MI	49946	10M	1	389.82	14,600	Y
301 Winter St.	L'Anse	MI	49946	10M	1	389.82	14,600	Y
408 S. Copper St.	Ontonagon	MI	49953	10M	1	389.82	14,600	Y
931 Otsego Ave.	Gaylord	MI	49735	10M	1	389.82	14,600	Y
931 Otsego Ave.	Gaylord	MI	49735	10M	1	389.82	14,600	Y

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B5500011
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
AT&T 221 N. Washington Square Lansing, MI 48933	Anne Fisher	Af3981@att.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(248) 631-8282	-2655

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Scott Hall	(517) 241-4255	Halls9@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Telecommunication Services: System Integrator-Wide Area Network-Enterprise Internet service Provider			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 14, 2014	October 13, 2019	5, one year	October 13, 2019
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$82,631,487.00		\$0.00	\$82,631,487.00	

DESCRIPTION:
 Effective upon execution of this change notice, the attached additional out of normal footprint sites are to be provided by AT&T as per agency (Telecom) and Procurement request. This change notice adds 72 additional sites to the AT&T provided WAN services. All other terms, conditions, pricing and specifications remain the same.

**AT&T VPN SERVICE
 PRICING ADDENDUM**

Customer	AT&T
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Dave Wilson Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: Email:wilsond7@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg <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. 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)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T VPN SERVICE
PRICING ADDENDUM**

1. PURPOSE OF THE ADDENDUM

For Service in Existing Countries:

- Re-price Selected Service Components.
- Addition of new United States Ethernet Access (Custom)

2. EFFECTIVE DATE OF RATES AND DISCOUNTS

Effective Date of Rates and Discounts	First day of the first full billing cycle following the Effective Date of this Addendum
---------------------------------------	---

3. DISCOUNT DETAILS

AT&T VPN Custom Service Component Discounts

For Service Components in United States, the following Custom Service Component Discounts shall apply, in lieu of the Standard Service Component Discounts, but only for the specific Service Components in the following table:

Discount Category	Discount Subcategory	Service Component	Discount
VPN Transport	Class of Service Package Monthly Charge	Business Data COS \geq 1.544 MBPS	100%
VPN Transport	Class of Service Package Monthly Charge	Critical Data COS \geq 1.544 MBPS	100%
VPN Transport	Class of Service Package Monthly Charge	Multimedia Standard COS \geq 1.544 MBPS	100%
VPN Transport	Class of Service Package Monthly Charge	Multimedia High COS \geq 1.544 MBPS	100%

4. ETHERNET ACCESS (United States)

Address	City	State	Zip / Postal Code	Ethernet Access Speed	Qty	Monthly Ethernet Local Access Charge	Ethernet Access Activation Charge	Price Change Only (Y/N)
1040 S. WINTER ST.	ADRIAN	MI	49221	10M	2	\$389.82	\$7500.00	N
2300 N. ADRIAN HWY	ADRIAN	MI	43221	10M	1	\$389.82	\$7500.00	N
2666 S. US-23	ALPENA	MI	49707	10M	1	\$389.82	\$7500.00	N
1540 AIRPORT RD.	ALPENA	MI	49707	10M	1	\$389.82	\$7500.00	N
3283 W. WASHINGTON AVE.	ALPENA	MI	49707	10M	1	\$389.82	\$7500.00	N
711 W. CHISHOLM ST.	ALPENA	MI	49707	10M	1	\$389.82	\$7500.00	N
720 W. CHISHOLM ST.	ALPENA	MI	49707	10M	1	\$389.82	\$7500.00	N
16860 W. M-32	ATLANTA	MI	49709	10M	1	\$389.82	\$7500.00	N
ELKLAND CENTER	ATLANTA	MI	49709	10M	1	\$389.82	\$7500.00	N
427 N. US-41	BARAGA	MI	49908	10M	1	\$389.82	\$7500.00	N
108 MAIN ST.	BARAGA	MI	49908	10M	1	\$389.82	\$7500.00	N
15210 US-31	BEULAH	MI	49617	10M	1	\$389.82	\$7500.00	N
449 GREEN ST.	CARO	MI	48723	10M	1	\$389.82	\$7500.00	N
110 N. BROADWAY	CASSOPOLIS	MI	49031	10M	1	\$389.82	\$7500.00	N
692 E. MAIN ST.	CENTERVILLE	MI	49032	10M	1	\$389.82	\$7500.00	N
620 E. MAIN ST.	CENTERVILLE	MI	49032	10M	1	\$389.82	\$7500.00	N

**AT&T VPN SERVICE
 PRICING ADDENDUM**

115 DEAN ST.	CENTERVILLE	MI	49032	10M	1	\$389.82	\$7500.00	N
7 VAN AVE.	COLDWATER	MI	49036	10M	1	\$389.82	\$7500.00	N
388 KEITH WILHELM DR.	COLDWATER	MI	49036	10M	1	\$389.82	\$7500.00	N
186 E. STATE ST.	COLDWATER	MI	49036	10M	1	\$389.82	\$7500.00	N
34 N. MICHIGAN AVE.	COLDWATER	MI	49306	10M	1	\$389.82	\$7500.00	N
31 DIVISION ST.	COLDWATER	MI	49036	10M	1	\$389.82	\$7500.00	N
1042 SHIAWASSEE	CORUNNA	MI	48817	10M	1	\$389.82	\$7500.00	N
201 N. SHIAWASSEE	CORUNNA	MI	48817	10M	1	\$389.82	\$7500.00	N
601-C N. FRONT ST.	DOWAGIAC	MI	49047	10M	1	\$389.82	\$7500.00	N
931 OTSEGO AVE.	GAYLORD	MI	49735	10M	1	\$389.82	\$7500.00	N
1088 E. M-32 ST.	GAYLORD	MI	49735	10M	1	\$389.82	\$7500.00	N
580 S. OTSEGO RD.	GAYLORD	MI	49735	10M	1	\$389.82	\$7500.00	N
800 LIVINGSTON BLVD.	GAYLORD	MI	49058	10M	1	\$389.82	\$7500.00	N
2384 I-75	GRAYLING	MI	48738	10M	1	\$389.82	\$7500.00	N
230 HURON	GRAYLING	MI	49738	10M	1	\$389.82	\$7500.00	N
200 W. MICHIGAN AVE.	GRAYLING	MI	49738	10M	2	\$389.82	\$7500.00	N
5690 M-72	GRAYLING	MI	49738	10M	1	\$389.82	\$7500.00	N
103 JAMES ST.	GRAYLING	MI	49738	10M	1	\$389.82	\$7500.00	N
106 FIFTH ST.	HARRISVILLE	MI	48740	10M	1	\$389.82	\$7500.00	N
205 STATE ST.	HARRISVILLE	MI	48740	10M	1	\$389.82	\$7500.00	N
3740 W. POLK RD.	HART	MI	49420	10M	1	\$389.82	\$7500.00	N
216 E. LINCOLN	HART	MI	49420	10M	1	\$389.82	\$7500.00	N
100 STATE ST.	HART	MI	49420	10M	1	\$389.82	\$7500.00	N
314 S. STATE ST.	HART	MI	49420	10M	1	\$389.82	\$7500.00	N
4081 W. POLK RD.	HART	MI	49420	10M	1	\$389.82	\$7500.00	N
3793 W. POLK RD.	HART	MI	49420	10M	1	\$389.82	\$7500.00	N
141 N. STATE	HILLMAN	MI	49746	10M	1	\$389.82	\$7500.00	N
9011 W. LAKE CITY RD.	HOUGHTON LAKE	MI	48629	10M	1	\$389.82	\$7500.00	N
61535 M-40	JONES	MI	49061	10M	1	\$389.82	\$7500.00	N
4657 W. INDUSTRIAL PARK DR.	KINCHELOE	MI	49788	10M	1	\$389.82	\$7500.00	N
110 S. PINE	LAKE CITY	MI	49651	10M	1	\$389.82	\$7500.00	N
111 S. CANAL ST.	LAKE CITY	MI	49651	10M	1	\$389.82	\$7500.00	N
209 S. CANAL ST.	LAKE CITY	MI	49651	10M	1	\$389.82	\$7500.00	N
12 N. THIRD ST.	L'ANSE	MI	49946	10M	1	\$389.82	\$7500.00	N
301 WINTER ST.	L'ANSE	MI	49946	10M	1	\$389.82	\$7500.00	N
300 WALNUT ST.	MANISTIQUE	MI	49854	10M	1	\$389.82	\$7500.00	N
302 N. MORENCI AVE.	MIO	MI	48647	10M	1	\$389.82	\$7500.00	N
1161 W. M-72	MIO	MI	48647	10M	1	\$389.82	\$7500.00	N
200 W. FIFTH ST.	MIO	MI	48647	10M	1	\$389.82	\$7500.00	N
311 MORENCI AVE.	MIO	MI	48647	10M	1	\$389.82	\$7500.00	N
105 S. COURT ST.	MIO	MI	48647	10M	1	\$389.82	\$7500.00	N
2258 ENTERPRISE DR.	MT. PLEASANT	MI	48858	10M	1	\$389.82	\$7500.00	N
3580 S. ISABELLA RD.	MT. PLEASANT	MI	48858	10M	1	\$389.82	\$7500.00	N
207 COURT ST.	MT. PLEASANT	MI	48858	10M	1	\$389.82	\$7500.00	N
300 N. MAIN ST.	MT. PLEASANT	MI	48858	10M	1	\$389.82	\$7500.00	N
1485 E. APPLE AVE.	MUSKEGON	MI	49442	10M	1	\$389.82	\$7500.00	N
990 TERRACE	MUSKEGON	MI	49442	10M	1	\$389.82	\$7500.00	N
728 S. 7TH ST.	ONTONAGON	MI	49953	10M	1	\$389.82	\$7500.00	N
408 S. COPPER ST	ONTONAGON	MI	49953	10M	1	\$389.82	\$7500.00	N

AT&T MA Reference No.: UA149943

AT&T ESign Contract ID: _____

NBI Number: **NBI11307**

**AT&T VPN SERVICE
PRICING ADDENDUM**

2565 S. GLADWIN RD.	PRUDENVILLE	MI	48651	10M	1	\$389.82	\$7500.00	N
1242 THIRD ST.	ROGERS CITY	MI	49779	10M	1	\$389.82	\$7500.00	N
246 N. BRADLEY HWY.	ROGERS CITY	MI	49779	10M	1	\$389.82	\$7500.00	N
151 E. HURON AVE.	ROGERS CITY	MI	49779	10M	1	\$389.82	\$7500.00	N
9235 BLUE STAR MEMORIAL HWY.	SOUTH HAVEN	MI	49090	10M	1	\$389.82	\$7500.00	N
931 S. CENTERVILLE RD.	STURGIS	MI	49091	10M	1	\$389.82	\$7500.00	N
12200 FORD RD., SUITE 240	DALLAS	TX	45234	10M	1	\$389.82	\$0	N

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

**NOTICE
 OF
 CONTRACT NO. 071B5500011**
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
AT&T 221 N. Washington Square Lansing, MI 48933	Anne Fisher	Af3981@att.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 631-8282	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Scott Hall	517-241-4255	Halls9@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Telecommunication Services: System Integrator-Wide Area Network-Enterprise Internet service Provider			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	October 14, 2014	October 13, 2019	5, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$82,631,487.00	

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

CONTRACT NO. 071B5500011
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
AT&T 221 N. Washington Square Lansing, MI 48933	Anne Fisher	Af3981@att.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 631-8282	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Scott Hall	517-241-4255	Halls9@michigan.gov
BUYER:	DTMB	Mike Breen	517-284-7002	breenm@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Telecommunication Services: System Integrator-Wide Area Network-Enterprise Internet service Provider			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 years	October 14, 2014	October 13, 2019	5, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$82,631,487.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #084R4300003. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #:

FOR THE CONTRACTOR:	FOR THE STATE:
AT&T Firm Name	Signature Bill Pemble, IT Division Director
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB Procurement Enter Name of Agency
Date	Date



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Attachments:

- Attachment 6 - WAN Services Requirements Worksheet
- Attachment 8 - WAN Services Pricing Tables
- AT&T Virtual Private Network Pricing Schedule
- AT&T Managed Internet Service Pricing Schedule
- Pricing Schedule for Integrated Data Services
- AT&T Business DSL Internet Pricing Schedule
- AT&T Network Sourcing Pricing Schedule for Custom Support Services
- AT&T Switched Ethernet Pricing Schedule Amendment
- AT&T Consulting Services Pricing Schedule (OPTIONAL SERVICE)
- AT&T Network-Based IP VPN Remote Access Service (ANIRA) Pricing Schedule (OPTIONAL SERVICE)
- AT&T DDoS/Internet Protect Pricing Schedule (OPTIONAL SERVICE)

Exhibits:

- Exhibit A – AT&T AUP
- Exhibit C - AT&T Consulting Network Assessment
- Exhibit D – Optional Services
- Exhibit F – AT&T Technical Solutions Document (WAN Design and Hardware) - (POST DESIGN REVIEW PENDING)
- Exhibit G – AT&T’s AVPN Service Level Agreement
- Exhibit H – AT&T’s Managed Internet Service - Service Level Agreement
- Exhibit T – Pricing Table Summary



Article 1 – Statement of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

This contract will have a base term of five (5) years with five (5), one (1) year option. Renewal of the contract(s) must be at the sole discretion of the State of Michigan and must be based upon the acceptable performance of the selected Service Integrator, WAN Service Providers, and Enterprise Internet Service Providers as determined by the SOM. New Work and Additional Services will be added to the SOW, subject to the Contract Change Management process.

1.002 BACKGROUND

The objective of this Contract is to provide increased bandwidth, provide network diversity to State Remote Sites, transition to current WAN transport service technologies, reduce recurring costs, and increase agility in providing network services to the State in accordance with this SOW and the WAN Design.

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

This Contract is for the provision of all deliverables, services, resources and feature(s) that will be utilized to comprise the SOM WAN and any optimization of the WAN in accordance with this SOW, the WAN Design. Subject to Contract Change Management, the SOM reserves the right to select and approve any Equipment, which will be used to at the State Remote Sites (at the SOM LAN Demarcation Point) in support of the WAN.

- The WAN will support Quality of Service (QoS) and Group of Service (CoS) capabilities to the SOM WAN Equipment. A mutually agreed upon queuing methodology must be used to provide QoS capabilities within the WAN as defined in the Operation Plan.
- The WAN will support bandwidth in increments from 1.544 Mb (Megabits) to 40 Gb (Gigabits) to the Equipment at the State Remote Sites. The key elements of the WAN capability will be defined in the Operations Plan.

This Contract consists of the following scope:

1. Service Integrator
 - A. Procurement of Services
 - B. Invoicing
 - C. Contract Transition Plan and Administration
 - D. Service Integrator Services
 - E. State Responsibilities
 - F. Service Level Agreements
 - G. Move, Add, Change (MAC)
 - H. Reports
 - I. Continuity of Service/Disaster Recovery
 - J. Optional Services
 - K. Service Provider Integration
2. WAN Service Providers
 - A. Procurement of Services
 - B. Invoicing
 - C. WAN Service Provider Managed Services
 - D. Service Level Agreements
 - E. MAC
 - F. Reports
 - G. Continuity of Service/Disaster Recovery
 - H. Optional Services



3. Enterprise Internet Service Providers
 - A. Procurement of Services
 - B. Invoicing
 - C. Enterprise Internet Service Provider Services
 - D. Service Level Agreements
 - E. Reports
 - F. Continuity of Service/Disaster Recovery
 - G. Optional Services

This contract includes Services for:

- Service Integrator
- WAN Service Provider
- Enterprise Internet Service Provider

A more detailed description of the Equipment, telecommunication Services and Deliverables required in the contract are provided in Article 1, Section 1.104, Work and Deliverables.

Optional Services

Exhibit D – Optional Services to this SOW includes a list of Contractor Optional Services including Baseline Optional Services and Additional Optional Services. Baseline Optional Services are those Optional Services for which Pricing is included in Attachment 8-WAN Services Pricing Tables. Additional Optional Services are those Optional Services available to SOM through Contract Change Management. Collectively, Exhibit D – Optional Services, and the relevant sections of Attachment 8 – WAN Service Pricing Tables are the "Optional Service Summary Documents".

As of the Effective Date, the Parties have executed Pricing Schedules for the Baseline Optional Services in conjunction with the Optional Service Summary Documents in order to operationalize the Baseline Optional Services. In the event of a conflict between the terms and conditions of the Optional Service Summary Documents and the Pricing Schedules for the Baseline Optional Services, the Optional Service Summary Documents shall control.

Services

The description of the Services is set forth in Section 1.104 – WORK AND DELIVERABLES – SERVICE INTEGRATOR; Section 1.104 WORK AND DELIVERABLES – WAN SERVICE PROVIDER(S) and Section 1.104 WORK AND DELIVERABLES – ENTERPRISE INTERNET SERVICE PROVIDER(S) of this SOW ("Service Description"). In addition, Attachment 8 – WAN Service Pricing Tables and Exhibit T – Pricing Table Summary contain the applicable rates and charges for the Services described in this SOW as of the Effective Date.

Collectively, the Service Description, and the relevant sections of both Attachment 8 – WAN Service Pricing Tables and Exhibit T – Pricing Table Summary are the "Service Summary Documents". As of the Effective Date, the Parties have executed Pricing Schedules in conjunction with the Service Summary Documents in order to operationalize the Services. In the event of a conflict between the terms and conditions of the Service Summary Documents and the Pricing Schedules for the Services, the Service Summary Documents shall control.

1.102 OUT OF SCOPE

The following topics are out of scope:

- Management of State's metropolitan area networks
- Management of State's hosting center network
- Management of State's local area networks

1.103 ENVIRONMENT

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

3. Enterprise Internet Service Providers
 - A. Procurement of Services
 - B. Invoicing
 - C. Enterprise Internet Service Provider Services
 - D. Service Level Agreements
 - E. Reports
 - F. Continuity of Service/Disaster Recovery
 - G. Optional Services

This contract includes Services for:

- Service Integrator
- WAN Service Provider
- Enterprise Internet Service Provider

A more detailed description of the Equipment, telecommunication Services and Deliverables required in the contract are provided in Article 1, Section 1.104, Work and Deliverables.

Optional Services

Exhibit D – Optional Services to this SOW includes a list of Contractor Optional Services including Baseline Optional Services and Additional Optional Services. Baseline Optional Services are those Optional Services for which Pricing is included in Attachment 8-WAN Services Pricing Tables. Additional Optional Services are those Optional Services available to SOM through Contract Change Management. Collectively, Exhibit D – Optional Services, and the relevant sections of Attachment 8 – WAN Service Pricing Tables are the “**Optional Service Summary Documents**”.

As of the Effective Date, the Parties have executed Pricing Schedules for the Baseline Optional Services in conjunction with the Optional Service Summary Documents in order to operationalize the Baseline Optional Services. In the event of a conflict between the terms and conditions of the Optional Service Summary Documents and the Pricing Schedules for the Baseline Optional Services, the Optional Service Summary Documents shall control.

Services

The description of the Services is set forth in Section 1.104 – WORK AND DELIVERABLES – SERVICE INTEGRATOR; Section 1.104 WORK AND DELIVERABLES – WAN SERVICE PROVIDER(S) and Section 1.104 WORK AND DELIVERABLES – ENTERPRISE INTERNET SERVICE PROVIDER(S) of this SOW (“**Service Description**”). In addition, Attachment 8 – WAN Service Pricing Tables and Exhibit T – Pricing Table Summary contain the applicable rates and charges for the Services described in this SOW as of the Effective Date.

Collectively, the Service Description, and the relevant sections of both Attachment 8 – WAN Service Pricing Tables and Exhibit T – Pricing Table Summary are the “**Service Summary Documents**”. As of the Effective Date, the Parties have executed Pricing Schedules in conjunction with the Service Summary Documents in order to operationalize the Services. In the event of a conflict between the terms and conditions of the Service Summary Documents and the Pricing Schedules for the Services, the Service Summary Documents shall control.

1.102 OUT OF SCOPE

The following topics are out of scope:

- Management of State’s metropolitan area networks
- Management of State’s hosting center network
- Management of State’s local area networks

1.103 ENVIRONMENT

The links below provide information on the State’s Enterprise IT policies, standards and procedures which include security policy and procedures, eMichigan web development, and the State Unified Information Technology Environment (SUITE).

As of the Effective Date, CONTRACTOR complies with the following State IT Policies ("**Baseline State IT Policies**") marked with a bolded and capital "C" below.

As of the Effective Date, Contractor complies with the following Baseline State IT Policies, with the exceptions noted below as marked with a bolded and capitalized "CE" below.

In the event any of the Baseline State IT Policies are modified or if the State desires to add additional State IT policies ("**Modified State IT Policies**"), the State shall, subject to the Contract Change Management, inform Contractor of such pending changes. Contractor shall review any such proposed Modified State IT Policies and advise the State if any Change to the Services are required, including any adjustment to the Fees. Any such Changes shall be addressed in accordance with the Contract Change Management.

Enterprise IT Policies, Standards and Procedures:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html> and <http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All Equipment at the Demarcation Point provided by Contractor will be compatible with the Design. As part of New Work, and subject to an Amendment, the State and Contractor will identify any Software and other items produced as the result of the Contract and any non-standard development tools may not be used unless approved by DTMB. Subject to Contract Change Management, Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change for any New Work. The State's Contract Administrator and DTMB must approve any tools, in writing, before use on any information technology project for New Work.

It is recognized that technology changes rapidly. Either party may, subject to Contract Change Management request, in writing, a change in the standard environment Equipment or Transport Services, providing justification for the requested change and all costs associated with any change. The SOM Contract Compliance Inspector must approve any changes, in writing, before work may proceed based on the changed environment.

The State's security environment includes:

- DTMB Single Login
- DTMB provided SQL security database
- Secured Socket Layers
- SecurID (State Security Standard for external network access and high risk Web systems)

CE - IT Enterprise Standard Products:

Specific products are identified as Enterprise IT standards for the State. All product standards are reviewed, at a minimum, every two years. The currently standard products are found at:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>.

- **Network Devices**
Cisco switches and routers – comply with the caveat that only State and Contractor mutually agreed to network products to be managed and supported by Contractor.
- **Configuration management** – exception - Contractor current multi-customer standard platforms or customer specific platforms and systems will be utilized.
- **Network Monitoring** – exception - Contractor current multi-customer standard platforms or customer specific platforms and systems will be utilized

C - The State Unified Information Technology Environment (SUITE):

Includes standards for Project Management Methodology (PMM) that must be followed:

<http://www.michigan.gov/suite/0,1607,7-245-46056---,00.html>

1.104 WORK AND DELIVERABLES – SERVICE INTEGRATOR

The Service Integrator shall be responsible for providing the deliverables, services, resources, and features, and otherwise do all things required to provide the functionality required for the State of Michigan, in accordance with the requirements as set forth below and in **Attachment 6 – WAN Services Requirements Worksheet** and any Additional Services or New Work added to the SOW via an Amendment or an Attachment, by the mutual written agreement of the parties (“**Services**”).

I. Services (work) To Be Provided and Deliverables

Acceptance Criteria

High-level acceptance criteria for Document Deliverables are listed in Section 1.501. Any additional or more specific criteria are identified here.

A. Procurement of Services

The Contractor will provide a complete list of all contracted services that will be utilized as part of the WAN Services and make access to those Services available to the SOM via Contractor secure online portal.

The Contractor’s secure online portal (which is available 7x24x365) will provide the SOM access to inquiry on Service requests, Service request ordering and Contractor billing information. The Contractor’s secure online portal will include Services provided by the Contractor, WAN Service Provider, and Enterprise Internet Service providers.

The Contractor provided secure online portal will have the capability to allow the Contractor and the SOM to store documents on critical issues and key projects.

The Contractor provided secure online portal will allow the SOM to use this secure online portal to place orders electronically for services under this contract. The SOM can submit an accurate order and track the order status all within the Contractor provided secure online portal. The secure online portal will also send back mutually agreed to due dates and completion notifications to recipients defined by the SOM.

The SOM reserves the right to procure services, products and software necessary for WAN Services through other SOM contracts.

The Contractor will provide consulting and design services for all WAN Services provided by the Contractor under this SOW, WAN Service Providers and Enterprise Internet Service Providers at no additional cost to the SOM, provided that as Managed Third Parties, any WAN Service Providers and Enterprise Internet Service Providers provide such WAN Service consulting services to the State at no additional charge subject to the terms and conditions of the contract between the State and the Managed Third Parties.

As for the Consulting and Design, Contractor expects the State to dedicate technical and business resources to work with Contractor to develop Next Generation WAN. The combined team of State and Contractor will need to attend regularly scheduled meeting and to discuss network requirements from all agencies and future projects. The State will need to have a team available to work with our consulting / technical staff in order to provide a network that meets the State’s expanding needs.

B. Invoicing

The Contractor will provide the SOM with a monthly combined invoice for all Services provided or managed by the Contractor. The invoice will include all Services ordered from other Service Providers through a Letter of Authority and delivered to the SOM by the Contractor.

Invoices must provide and itemize, as applicable:

- Contract number
- Purchase order number
- Contractor name, address, phone number, and federal tax identification number
- Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set-up

- Price for each item, or Contractor's list price for each item and applicable discounts
- Maintenance charges
- Net invoice price for each item
- Other applicable charges
- Total invoice price
- Payment terms, including any available prompt payment discount

Contractor will consolidate the charges in scope on a single invoice. Contractor supports a combination of corporate location-specific (site level) or regional specific billing. The custom billing invoice structure supports up to six (6) hierarchy levels. Invoices will reflect total charges by site and billed location. Summary Level, Service Type and other reporting are available through billing reports. The SOM will have access to the invoice information via an e-file. The e-file can be downloaded into a common spreadsheet, database or data analysis tool to allow users to utilize Search, Filter, Group, Sort for audit and analytical purposes.

As a Service Integrator, Contractor will create a consolidated invoice. The consolidated invoice will include any invoices and taxes paid by Contractor on behalf of the State. Contractor will render payment on behalf of the State for all service provider invoices that are in the scope of this agreement. Payments of invoices on behalf of the State are processed upon receipt. The State will provide Contractor a list of all Managed Third Party vendors and carriers approved invoices for payment. Any updates and/or changes to this document will be the responsibility of the State, and the State will communicate these changes to Contractor.

Contractor will review the State's vendor telecommunications bills and will pay these invoices related to carrier activity. Contractor will track the month-over-month's invoice variance. Contractor will report any variances exceeding the agreed upon threshold and will discuss with the State the possible reasons for the variances. Within reason, Contractor may dispute charges and withhold payment to carrier until dispute is resolved, but will only do so under the direction of the State.

Upon execution of the Agreement, the State will provide all Letters of Agency required by any Managed Third Party vendors, including the IXCs, LECs and CLECs. Any changes on the underlying services, invoice details, or pricing will be handled directly by the State. If the services are already in place, the assumption is that the invoices will have the monthly recurring charges only; any past dues or discrepancies will need to be cleared prior to Contractor taking over the invoice.

Contractor agrees that the State has the right to withhold payment of the disputed amount on an invoice until the disputed is settled or resolved. Contractor does not have the ability to go back and re-create an invoice to reflect only the undisputed amount. Rather, if the investigation of the disputed amount is found to be settled in the State's favor, this disputed amount will appear as an adjustment credit on the next billing invoice (a corrected new invoice will not be generated), following billing dispute resolution as described in Sections 2.044(d)+(e). If the disputed amount is determined to be billed correctly, the disputed amount will carry forward to the next billing invoice, following dispute resolution, as a pending balance due.

Contractor shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by the State in the form of a credit as soon as reasonably practicable under the circumstances. Contractor shall cooperate in any SOM billing review, providing Contractor billing records as reasonably necessary to verify the accuracy of Contractor's invoices. Contractor may redact from the billing records provided to the State any information that reveals the identity or non-public information of other Contractor customers or other Contractor Confidential Information that is not relevant to the purposes of the review. Contractor will provide access to billing information and provide copies of any third party invoices and supporting detail. Contractor shall provide billing records within 45 calendar days of receipt of request.

The State will have several options as to how they want the invoice to be delivered. Online statements are available via the Contractors on-line portal; copies of invoice information can be obtained via the online tool. Contractor's online tool has a 13-month rolling retention base.

Under the direction of the SOM, the Contractor may dispute charges and withhold payment to a Managed Third Party Carrier until dispute is resolved.

The Contractor will submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909
or

DTMB-Accounts-Payable@michigan.gov

The State will provide Contractor a list of all vendors and carriers approved invoices for payment. Any updates and/or changes to this document will be the responsibility of the State, and the State will communicate these changes to Contractor.

Upon execution of the Agreement, the State will provide all letters of agency required by any third party vendor, including the IXCs, LECs and CLECs. Any changes on the underlying services, invoice details, or pricing will be handled directly by the State. If the services are already in place, the assumption is that the invoices will have the monthly recurring charges only; any past dues or discrepancies will need to be cleared prior to AT&T taking over the invoice.

C. Contract Transition Plan and Administration

The Contract Transition Plan documents all the activities necessary to transfer services and features from the current SOM WAN contract(s) to this SOW. Some of the activities include identifying key transition issues, transition objectives, risks, tasks and responsibilities, resources, timeframes and policies and procedures.

Deliverables:

1. Contract Transition Plans

The Contractor will provide a Contract Transition-In Plan, and a Contract Transition-Out Plan. Within 30 business days of contract execution, the Contractor must provide a Contract Transition-In Plan to the SOM for approval. Upon the SOM's approval, the Contractor must execute the Contract Transition-In Plan. Within 45 business days of contract execution, the Contractor must provide a Transformation Plan. The approved Contract Transition-Out Plan is expected to be initiated 180 days before the contract termination date.

Both Contract Transition Plans and the Transformation Plan are to be delivered in MS Project format or equivalent, including a schedule for all transition activities, and identifying Contractor and SOM tasks, subtasks and activities that exist as line items within the transition plan.

2. Operations Plan

The Contractor will submit a draft of the Operations Plan within 15 business days of contract execution. Within 45 days of contract execution, the SOM and the Contractor will jointly finalize the Operations Plan. The Contractor will work with the WAN Service Providers to develop many of the processes in the Operations Plan. The Contractor will fully implement the Operations Plan upon the SOM's final approval. The Contractor and the SOM must jointly initiate and coordinate all technical meetings, conference calls, and escalation processes as defined in the Operations Plan. The Operations Plan will contain all communication procedures, reports, notifications and escalations

a. Escalation Procedures

The Contractor will set up joint meetings with the SOM and all WAN and ISP Providers to set up escalation plans, procedures and required documentation with each Managed Third Party provider. The regular scheduled meetings will continue until all processes and required information is gathered. The Contractor will submit to the SOM for approval the procedures that the Contractor will use for the escalation of issues. The Contractor and the SOM will jointly initiate and coordinate escalation procedures which will be agreed upon and will be detailed in the Operations Plan.

The Contractor will provide regularly updated service escalation procedures, including:

- Names and telephone numbers of persons to be notified
- Response times for initial call response and updates
- On-site personnel response time
- Resolution, and average time as well as a not-to-exceed time frame for each type of response

The Contractor will make updates to the required escalation process information based upon mutually agreed to timeframes with the SOM in the Operations Plan. Upon that timeframe, the Contractor will contact each of the Managed Third Party providers to inquire if there are any changes to escalation processes including names and telephone numbers. Any updates will be made at that time. If provider changes information before the Contractor makes the required update inquiry, the Provider will be responsible for proactively informing the Contractor of the change(s). Upon receipt of updated information, the Contractor will make the updates to the Operation Plan.

D. Service Integrator Services

Professional Services are to be available Statewide through the Contractor. The Contractor must provide a Single Point of Contact (SPOC) for all support and maintenance-related issues for the service(s) contracted. The Contractor's design team must assist the SOM's network engineers during the planning and design phase to define types of services that the SOM will use within the SOM WAN.

The Contractor, via a Letter of Authority (LOA), will be authorized by the SOM to work on its behalf for ordering, delivery and installation of all WAN products and services and all interconnections with WAN Service Providers. The Contractor will ensure that all network components are integrated to the satisfaction of the SOM. The Contractor will manage the SOM's Moves, Adds and Changes (MAC), break/fix, and all WAN endpoints. Specifically, the Contractor will perform monitoring, management, maintenance and reporting of the WAN, including edge devices, and the interface into the SOM's managed network.

With respect of each Managed Third Party, and subject to an applicable LOA:

- Each of the Parties will abide by, and must not breach, the terms of any Managed Third Party contract and will cooperate with each other to prevent or stay any such breach.
- Contractor will provide SOM with any notices received by Service Provider in respect of any renewal, termination, cancellation or fees under the Managed Third Party contracts. SOM will be responsible for any modification, termination or cancellation fees or charges imposed in connection with such Managed Third Party contracts.
- Each Party will promptly inform the other of any breach of, misuse or fraud of which it becomes aware in connection with any Managed Third Party contracts and will cooperate with each other to prevent or stay any such breach, misuse or fraud.
- If any Managed Third Party does not consent to Contractor acting as agent for SOM, or ceases to cooperate with Service Provider despite having previously consented:
 - SOM will use commercially reasonable efforts to resolve the issue with the Managed Third Party;
 - the third party contract will remain the responsibility of SOM; and
 - Contractor will be excused from managing the applicable third party contract, until such time as the third party consents and cooperates.
- SOM acknowledges and understands that it must issue the LOA and Inventory Template in a timely manner in order to enable Contractor to perform the Managed Third Party services.
- If SOM receives direct communications from the Managed Third Party in respect of the services, it shall advise the Managed Third Party to direct the communication / correspondence to Contractor. SOM shall provide Service Provider with copies of any communications the Managed Third Party sends to SOM.
- Inventory services are provided subject to SOM processing through Contractor all orders for additional or new Managed Third Party services and any cancellation requests for services or components thereof with the Managed Third Party.
- If SOM orders any services directly from the Managed Third Party, SOM acknowledges Contractor's inventory shall be inaccurate. Inaccuracies shall impact Contractor's ability to provide accurate inventory and invoice validation reports, as well as perform Incident Management.
- On basis of service requests from SOM for services from the Managed Third Party, Contractor shall

order the Managed Third Party services as agent and on behalf of SOM with the Managed Third

Party. Where the service request is a request for non-standard or customized services, Contractor shall send the request back to the SOM so that SOM can negotiate an agreed upon rate for the new service element directly with the Managed Third Party.

- If a Managed Third Party WAN service provider or Managed Third Party Enterprise Internet Service Provider misses a performance measure (SLA), Contractor will not be responsible for that miss nor will Contractor be responsible for payment or collection of any SLA penalty owed by that Managed Third Party.

The Contractor will provide its own Network Operations Center (NOC) with full-service desk support, including incident reporting and Problem Management, and a substantial amount of diagnostic and troubleshooting work with the ability to research existing products and software components. The Contractor will perform the functions of a Competitive Local Exchange Carrier (CLEC), have a contract with a CLEC, or be a CLEC itself. The Contractor will have the authority to order local loops and any related service(s) into an Incumbent Local Exchange Carrier (ILEC) territory for any such Managed Third Parties.

1. Network Operation Center (NOC) Support Services

The Contractor will directly provide a NOC support service desk for technical support, electronically and by telephone through a toll-free number, all of which is available 24x7x365. The Contractor will provide tiered technical support to resolve SOM WAN outage conditions and performance issues in accordance with the performance standards detailed in the Section **F. Service Level Agreements**.

The Contractor will coordinate and provide on-site support and maintenance services directly, including warranty services, and also coordinate these services between the SOM and any Third Party Service providers (i.e., Managed Third Parties) for all contracted WAN Service Providers. Warranty and maintenance services must be delivered within the contracted timeframes, as documented in Section **F. Service Level Agreements** for such Services provided by Contractor directly under this SOW.

The Contractor provided Network Operation Center (NOC) will meet the following requirements:

- Technical knowledge to proficiently manage and maintain Equipment
- Provide an 800 number for break-fix maintenance of the Equipment
- Provide an email address and online portal for ordering and break-fix maintenance of the Equipment
- Escalation process for MAC and break/fix
- Located in the continental United States
- Follow Contractor's current best practices for network performance management

Contractor will deliver the contracted services from Contractor's Michigan-based Network Operations Center (MNOC) which currently provides dedicated, full-service support for the State of Michigan WAN, including incident reporting and problem management, along with a substantial amount of diagnostic and troubleshooting capabilities.

Contractor's MNOC, which is currently located in Lansing, will be the Single Point of Contact (SPOC) for the State of Michigan for all support and maintenance-related issues for the in-scope contracted services. The MNOC will have a dedicated tiered helpdesk staff for the State of Michigan WAN. It will be responsible for the operations, monitoring, and management of the Contractor managed services, including remote access support, fault management, CPE maintenance, and logical fault resolution. Contractor's MNOC will proactively monitor and manage the Services 24x7x365 using this dedicated team and work center and will engage or escalate issues to the proper level for resolution. It will also provide for Equipment maintenance support when they isolate trouble to a specific device that requires repair or replacement.

The MNOC proactively responds to Network or device alarms and will often identify and correct problems before the State is ever aware of them. The State can report incidents to the MNOC in various ways. To report trouble for State of Michigan, the State can:

- Contact Contractor's dedicated support team

- Use Contractors on line portal to open a trouble ticket
- Call the MNOC via toll-free number

All processes and procedures used by the MNOC will follow the State approved Operations Plan. All dedicated staff will be trained using the Operations Plan and updated training will be provided as necessary. The dedicated staff will be familiar with the State WAN and the processes which will make them more efficient and improve on response times since they will not have to familiarize themselves every time an issue or question is received as the case in a shared/pooled helpdesk environment.

With a Letter of Agency, Contractor will work on behalf of the State for the ordering, delivery, and installation of all WAN products and services and all interconnections with WAN Service Providers. Contractor will work to ensure that all network components are integrated to the satisfaction of the State. Contractor will manage the State's Moves, Adds and Changes (MACs), break/fix, and all WAN Equipment endpoints. Contractor will perform monitoring, management, maintenance and reporting of the WAN, including Equipment edge devices, and the interface into the State's WAN.

When the SOM adds an additional Managed Third Party to the Contract (subject to Change Management), the Contractor will work with the Managed Third Party to incorporate all their processes and escalation plans into the Operations Plan and provide to the SOM for approval.

a. Service Management

The Contractor will allow the SOM to submit and track service orders via a Contractor provided secure online portal. All Service work will be scheduled by the Contractor when least disruptive to the SOM, as defined by the SOM in the Operations Plan, however, all non Service affecting MACs and projects are priced to be performed during Normal Business Hours. When Equipment is connected to a supporting network, a test must be performed to ensure there is no disruption of connectivity or service. The Contractor will have documented permission from the SOM for any service order. The Contractor will submit to the SOM for approval the procedures that the Contractor or WAN Service Providers will use for the dispatch of a technician during and outside of SOM business hours, as part of the Operations Plan.

The Contractor service orders, at a minimum, will include the following;

- Service order number
- Time and date of service order
- Service description
- Name and phone number of designated SOM contact who initiated the service order
- Name and phone number of end user contact

Any installation or repair work performed by the Contractor that does not meet the SOM standards must be corrected at no extra cost to the SOM.

If the State believes that any installation work or repair work performed by Contractor does not meet the State's standards, Contractor will work with the State to understand what was not performed adequately and work to resolve the issue. If Contractor is in agreement that the work was not performed adequately, Contractor will correct the issue at no additional cost to the State. If necessary, any remaining disputes would follow the dispute process outlined in the Terms and Conditions of the Agreement.

b. Problem Management Process

The Problem Management Process includes activities related to restoring services after an outage and subsequently analyzing and reporting root cause of failure. The Contractor will provide Fault Management Services on the SOM WAN, including remote alarm monitoring, problem report receipt, problem identification and isolation, remote and on-site resolution, and dispatch management through

the Contractor and/or third parties.

Upon receipt of a problem or alarm notification, the Contractor will initiate problem resolution efforts. The Contractor will prioritize any related support ticket in accordance with mutually agreed-upon metrics as provided by the SOM.

The Contractor will troubleshoot, isolate and resolve problem conditions related to the SOM WAN Services in accordance with the Operations Plan. Upon determining the source of the fault, the Contractor will perform the following activities:

- Resolve the problems remotely, where possible
- Change the Software feature in the Equipment, reroute past or replace the defective Equipment and/or
- Refer the problem to the appropriate Contractor internal organization and/or Managed Third Party for problem resolution
- Dispatch technicians for on-site repair or replacement

The Contractor will escalate issues per the mutually agreed-upon escalation procedures as set forth in the Operations Plan and provide the SOM with status at escalation thresholds throughout trouble resolution efforts.

The Contractor will provide tiered technical support (e.g., manufacturer technical support) to resolve SOM WAN outage conditions and performance issues in accordance with performance standards detailed in the Section **F. Service Level Agreements**

The Contractor will report each Incident to the designated SOM contact within the defined Operations Plan.

- The Contractor will minimize adverse effects of an incident by following the Problem Management Process within the Operations Plan, including:
 - Detection and recording
 - Grouping and initial support
 - Investigation and diagnosis
 - Resolution and recovery
 - Closure

The Contractor's problem resolution responsibilities must include, but not be limited to, the following:

- Initiate trouble tickets with appropriate provider(s)
- Track all trouble tickets and provide updates to the SOM
- Maintain service processes and procedures for all service providers
- Record history and resolution of all trouble tickets
- Analyze trouble tickets for trends and chronic problems

Follow agreed-upon escalation process for tickets/issues that are not resolved in timely manner.

c. Monitoring and Management

The Contractor will proactively manage, monitor, maintain and operate the SOM WAN on a 24x7x365 basis and will discover any incidents that are outside the metrics performance standards detailed in the Section **F. Service Level Agreements**.

The Contractor will monitor the following:

- Network availability
- Router CPU and memory utilization
- Network errors such as CRC, dropped packets, etc.
- Network bandwidth utilization
- Syslog files from all Equipment that are SNMP manageable

The Contractor will provide the following:

- Performance trending data analysis via the Contractor on line portal; and

- Predictive monitoring alerts for the Equipment.

As New Work, the Contractor will monitor the following SOM-owned transport and edge network devices, device functions, and other mechanisms as requested by the SOM:

- Any transport or edge devices providing interconnectivity to SOM offices and the SOM's network
- All transport technologies providing connectivity between SOM and LPE networks

The Contractor will collect monitoring data using the following four monitoring protocols for Equipment:

- Internet Control Message Protocol (ICMP) - This part of the IP portion of TCP/IP should be available on any Equipment to measure data by interface.
- Simple Network Management Protocol (SNMP) - measures data by interface and device.
- Syslog - measures data by system.
- Netflow - measures data by interface

The Contractor will provide the State a view of monitoring data stored in the Contractor's monitoring/archive database. The Contractor will collect and store monitoring data for a rolling 30-day window, per Equipment.

The Contractor will provide the SOM with a secure online portal for viewing near real-time network statistics on SOM WAN devices and interfaces. The Contractor will allow the SOM to choose to view near real-time reports on a per-site or per-interface basis and to select reports for historical and trend statistics. Subject to Contract Change Management, the Contractor will provide customized reports that allow the SOM to view statistics collected by the Contractor's network management platform. Customized views of data are available to the State at no additional charge, subject to the capabilities of the Contractor's on-line portal feature set.

The Contractor will maintain an inventory of:

- SOM WAN hardware model, module, and components
- Software and feature sets running on each device
- License information related to any licensed software or feature sets

The Contractor will review performance and network health reports on a monthly basis, and make recommendations to the SOM on methods to improve network throughput and performance during engineering meetings. The Contractor will model the network and apply networking simulation techniques to analyze and stress-test networks and applications and then evaluates the effects on the infrastructure.

The Contractor will continuously identify and evaluate performance measurements for events that might affect SOM WAN service, such as unusually high traffic volumes, virus activity, and equipment failures. The monitoring platform will measure and evaluate customer-edge router metrics, network operational thresholds and actions will be defined in the Operations Plan.

The Contractor will notify the SOM when any manufacturer plans to cease technical support with respect to SOM WAN components. The Contractor will provide the SOM with an engineering design plan to update such components to a level or system supported by the manufacturer or other mutually agreed-upon manufacturer.

The Contractor will provide the SOM one (1) Simple Network Management Protocol (SNMP v3) capability on the WAN Equipment using the same read string for all Equipment. The Contractor will provide the SOM Secure Shell (SSH) read-only access to all WAN Equipment. Netflows must be provided on all Layer 3 Netflow capable Equipment. All WAN Equipment must be monitored to identify WAN outages and/or performance degradation.

Each of the managed routers will deliver two individual Netflow streams to two separate Netflow collectors.

- Netflow Stream #1 will be sent to a Contractor provided/managed collector.
- Netflow Stream #2 will be sent to a SOM owned/managed collector.

The Contractor will provide the SOM electronic gateway to its real-time network monitoring platform, which must include parameters such as:

- SLA metrics
- Circuit and device utilization
- Netflow data
- SNMP Events

The Contractor will be responsible for managing the WAN Equipment.

Contractor will provide the State Authentication, Authorization and Accounting (**AAA**) for each of the managed routers. This will be accomplished by means of geographically diverse TACACS+ servers. Contractor will provide six individual read-only TACACS IDs to State authorized users. This access will allow for Cisco-defined Privilege Level 1 commands via SSH plus extended ping, extended traceroute, show tech-support, and show log commands. As changes are made to the Contractor's Security Policy Requirements (ASPR) and the Cisco Internetwork Operating System (IOS) command set that modifies the Privilege Level 1 command, the parties shall address such changes through Contract Change Management.

An access-list is required on each Contractor managed Equipment to permit up to two State host IP addresses from which an SSH session can originate on the LAN segment. Alternatively, the State may utilize a "jump server" as a target for all SSH sessions. The jump server would be a State owned and managed server or router configured with the IP address that can access the Contractor managed routers. The interface associated with this jump server will source the SSH session and will be defined in the access-list configured on the virtual terminal lines (vty) ports of each Contractor managed Equipment. This access-list prohibits any IP addresses/subnets from accessing Contractor managed devices other than from the State's host IP addresses and Contractor management subnets. DHCP (i.e., dynamic address allocation) is not permitted with this SSH access, given the need for static addressing in order to lock down on the client host IP addresses or jump server address.

d. Network Assessments

At the SOM's request, the Contractor will periodically assess the performance and security of the current environment, including equipment and services. It is the SOM's intention to request this assessment once every 12-18 months. Contractor will use Contractor's Consulting Services division to perform network assessments requests by the State on its WAN environment. The timeline for requesting and the actual assessment period will vary based on the amount of detail the State requires.

The assessment covers LAN/WAN/Internet/DC/WLAN areas of the network. The assessment consists of discovery of the network requirements as well as the current state operating conditions including the ability of the network to deliver robust connectivity to all internal and external end users in a high availability and scalable fashion. Specific focus will be applied to issues and challenges that are exhibited within the current environment and what standards and best practices have been applied across the network. The objective is to provide guidance and input in the form of recommendations around the platforms, architecture and design aspects of the network.

Once the assessment is completed, the Contractor will review the assessment results and make recommendations to the SOM

The Contractor will provide services to the entire geographic area of the State of Michigan.

Please see Exhibit C, for a sample of AT&T Consulting Network Assessment.

E. State of Michigan Responsibilities

The SOM will be responsible for the following (in addition to any other specific responsibilities set forth in the Operations Plan):

1. One-time SOM responsibilities:
 - a. Approve Transition/Transformation Plans
 - b. Approve Operations plan
 - c. Provide designated SOM contacts
 - d. Develop SOM contract communication material
 - e. Provide list of SOM holidays for the current year
 - f. Provide copies of all Managed Third Party contracts, if applicable, within 30 days of the Effective Date of this SOW
 - g. Provide letters of authority (LOA) for all Managed Third Party vendors and Carriers
 - h. Provide list of authorized requestors
 - i. Identify team roles and responsibilities
 - j. Assign SOM transition team
 - k. Provide letter of intent or signed contract
 - l. Provide physical security for the managed elements at SOM sites

2. Recurring SOM responsibilities:
 - a. Provide security access for on-site technicians
 - b. Provide project deliverables in a timely manner
 - c. Provide appropriate interfaces to support the development of new processes and procedures
 - d. Participate in project status meetings
 - e. Respond in a timely manner to MAC requests as defined in the Operations Plan
 - f. Provide the Contractor with the blocks of IP addresses to implement required network addressing of the managed elements
 - g. Provide the Contractor with a local contact and a process for access to the site where services are performed, including security pass/escort requirements
 - h. Provide all Inside LAN wiring
 - i. Provide adequate space for WAN equipment at each site
 - j. Provide adequate power and environmental supplies for the managed elements in accordance with the manufacturer's specifications
 - k. Provide a dedicated POTS line for OOB management of Contractor's Equipment, however, on an individual case basis and subject to verification testing, an analog PBX line may be used in lieu of a dedicated POTS line.
 - l. Provide Uninterrupted Power Supply (UPS) for Group 1 and Group 2 sites.

F. Service Level Agreements (SLA)

The following Service Group definitions apply to the appropriate SLAs listed in this section.

Service Group #	Service Group Description
Group 1 (99.999%)	A site equipped with the following high availability options; redundant access transport service with diversely routed paths and enters the site on separate cable entrances, router redundant power supply, and router UPS system.
Group 2 (99.95%)	A site equipped with the following high availability options; redundant access transport service with same path or equipped with an access transport backup option, and router UPS system. Site must be equipped with UPS 10-minute capacity allowing generator backup to resume.
Group 3 (99.85%)	A site not equipped with the necessary redundant options to qualify as Service Group 1 or 2. Service Group 3 sites must have at least one router and one private transport network Circuit.

Group 4 (99%)	A site connected to a commercial Internet Service Provider (ISP) or any downstream edge/shared services-connected sites.
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1. Monthly WAN Service Group Availability (SGA). Site availability must enable the SOM to determine where outages occur and allow the SOM to better provide for greater stability of the State of Michigan WAN. This SLA measures unscheduled outage(s) or service interruption(s) affecting site availability at SOM site(s) by service Group.

- a. The Formula used to measure performance must be as follows:

Service Group Availability (SGA) = The total number of scheduled Service minutes for a given Service Group minus the out-of-service minutes for a given Service Group divided by the total number of scheduled service minutes, within service Group x 100. Agreed-upon, pre-scheduled maintenance windows are excluded from out-of-service hours. The Contractor must report the percentage (%) of time the network was down and the percentage (%) of time the network was available in total Per Site/Service Group. This data may be audited by the SOM or a designated third-party. The Performance Objective is for the Contractor to provide the following availability to the SOM as a percentage of time by Service Group as stated below:

SGA by Service Group Table

Service Group #	Performance Objective
Group 1	99.999%
Group 2	99.95%
Group 3	99.85%
Group 4	99.00%

2. Monthly WAN Edge Router Latency. Latency is the time it takes to send a real-time media packet from the sending point to its destination and receive a response back, measured in milliseconds. Latency is measured against primary LAN network routing interfaces. Latency Compliance Rate (LCR) = Total number of edge router service hours (8,760 per year) where, on a per-site basis, average latency exceeded threshold, divided by the total number of edge router service hours. The Contractor will include the interface specific DNS device name of the Edge Router and the monthly average round trip response time. This data may be audited by the SOM or a designated third party.

- a. The Formula used to measure Edge Router Latency performance on a per-site basis must be as follows:
 - i. A series of 10 real-time media packets must be sent to each destination at five (5) - minute measurement intervals.
 - ii. The series results are averaged. These series averages are then averaged across an hour to determine compliance. Five minute samples will be averaged into hourly samples. Calculation will exclude hourly samples where utilization exceeds 70%.
 - iii. Any hourly average that exceeds the objective is marked as a violation. Each hour is then marked if it is violation free or not. The hourly marking is used to develop the daily, weekly, and monthly averages of violation-free hours and retained.

The Contractor will provide latency equal to or less than the objective as stated in the Latency by Service Group below:

Edge Router Latency by Service Group Table

Service Group #	Performance Objective
Service Group 1	<=100 ms
Service Group 2	<=100 ms
Service Group 3	<=100 ms

Service Group 4	≤ 150 ms *.
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*Latency measurements on Service Group 4 will be captured for analysis and reporting purposes, not for SLA purposes.

3. Monthly WAN Jitter. A packet's delay varies with its position in the queues of the routers along the path between source and destination and this position can vary unpredictably. Arrival time of packets is ideally equal to the packetization period (i.e. sample rate times samples per packet). Because of the effects of queuing and because 2 sequential packets sent from the same source may not arrive via the same paths, variation in the actual arrival time of packets may occur. It is this variability in the delay that causes jitter. Jitter buffers are utilized to smooth out the variation.
 - a. The Formula used to measure Jitter performance on a per-site basis must be as follows:
 - i. A series of 10 real-time media packets must be sent to each destination at five (5) minute measurement intervals
 - ii. The series results are averaged. These series averages are then averaged across an hour to determine compliance. Five minute samples will be averaged into hourly samples. Calculation will exclude hourly samples where utilization exceeds 70%.
 - iii. Any hourly average that exceeds the objective is marked as a violation. Each hour is then marked if it is violation free or not. The hourly marking is used to develop the daily, weekly, and monthly averages of violation free-hours and retained.

The Contractor will provide jitter equal to or less than the objective as stated in the Jitter by Service Group below:

Jitter by Service Group Table

Service Group #	Performance Objective
Service Group 1	<=20 ms Packet Delay Variation (PDV)
Service Group 2	<=20 ms PDV
Service Group 3	<=20 ms PDV
Service Group 4	<=50ms PDV *

*Jitter measurements on Service Group 4 will be captured for analysis and reporting purposes, not for SLA purposes.

4. Monthly WAN packet loss. Packet Loss is the loss of one or more packet(s) on a transmission network measured between source and destination WAN interface. Packet Loss = Total number of Edge Router intervals where dropped packets exceeded threshold, divided by the total number of Edge Router intervals.
 - a. The Formula used to measure packet loss on a per-site basis must be as follows:
 - i. The number of dropped packets divided by the total number of packets transmitted and received over an hourly interval at the Edge Router
 - ii. Any hourly average that exceeds the objective is marked as a violation. Five minute samples will be averaged into hourly samples. Calculation will exclude hourly samples where utilization exceeds 70%. Each hour is then marked if it is violation free or not. The hourly marking is used to develop the daily, weekly, and monthly averages of violation-free hours and retained

The Contractor will include the interface-specific DNS device name of the Edge Router and the monthly packet loss metric. This data may be audited by the SOM or a designated third-party. The Contractor will not allow packet loss greater than the objective as stated in the Packet Loss by Service Group Table below:

Packet Loss by Service Group Table

Service Group #	Performance Objective
Group 1	<=2%
Group 2	<=2%
Group 3	<=2%
Group 4	<=3% *

*Packet Loss measurements on Service Group 4 will be captured for analysis and reporting purposes, not for SLA purposes.

- 5. Monthly WAN Time to Repair (TTR). The time must be measured from the time a trouble ticket is established at the Contractor's NOC through any means until the Contractor's trouble ticket is changed to resolved status after SOM validation. While AT&T is awaiting SOM validation, TTR measurement will be suspended for purposes of calculating performance objectives relative to SLA's.

The Contractor will not exceed the objective as stated by Group as stated below.

TTR by Service Group Table

Service Group #	Performance Objective
Group 1	4.0 hours
Group 2	4.0 hours
Group 3	4.0 hours
Group 4	8.0 hours

Note: Restoration times are dependent on dispatch maintenance intervals. To qualify for a 4 hour restoration target a Service Group must have 7X24X2 maintenance dispatch time to arrive response interval.

- 6. Monthly WAN Software MAC (Move/Add/Change) Request. Each Software MAC request must meet a mutually agreed-upon due date between the Contractor and the SOM.
 - a. The Formula used to measure Software MAC requests on a per-site basis must be as follows:
 - A. Number of Software MAC requests completed on, or prior to, the due date during the reporting period.
 - B. Total number of Software MAC requests completed during the reporting period.

$$\text{Compliance} = A/B*100 \text{ (The result is a percentage)}$$
$$\text{Performance Objective} = 100\%$$

The Contractor will include the number of tickets closed during the reporting period, the average successful MAC Request completion time, the number of tickets whose resolution time was greater than the average and the number of tickets whose resolution time was less than the average. This data may be audited by the SOM or a designated third-party.

- 7. Monthly WAN Hardware MAC (Move/Add/Change) Request. Each Hardware MAC request must meet a mutually agreed upon due date between the Contractor and the SOM.
 - a. The Formula used to measure Hardware MAC requests on a per-site basis must be as follows:
 - A. Number of Hardware MAC requests completed on or prior to the due date during the reporting period.
 - B. Total number of Hardware MAC requests completed during the reporting period.

$$\text{Compliance} = A/B*100 \text{ (The result is a percentage)}$$
$$\text{Performance Objective} = 100\%$$

The Contractor will include the number of tickets closed during the reporting period, the average

successful MAC Request completion time, the number of tickets whose resolution time was greater

than the average and the number of tickets whose resolution time was less than the average. This data may be audited by the SOM or a designated third-party.

8. Credits - Performance – Latency, Jitter and Packet Loss. If latency, jitter, and/or packet loss occur simultaneously, or if one performance type occurs exclusively from any other measured performance type, the Contractor will incur one hour total violation per month per site. No single incident shall result in multiple SLA defaults. At each site, after the first hour of performance loss/violation, the Contractor will be responsible for crediting the SOM 1/30 of the total monthly occurring cost for the affected Site for each day the violation persists. Credits to be calculated, reported, and applied, at the latest, in the next billing cycle following the month in which the SLA failure is reported.

If the Contractor fails to meet the Service Group Availability SLA , based on the Service Grouping (see Service Group Description Table), the Contractor will credit the SOM 1/30 of the total monthly occurring cost for the affected Site for each day (24 hour period) unavailability exceeds service Group expectations. Credits to be calculated, reported, and applied in the next billing cycle following the month in which the SLA failure was reported.

9. SLA Exclusions

In addition to exclusions listed in Article 2, if any events or periods that are measured as part of a Service Level are not successfully achieved in accordance with the relevant performance standard specified in the Service Level and such failure is directly caused by any of the following (unless and to the extent such failure is caused by Contractor's failure to perform), then such events or periods shall be disregarded for the purpose of calculating the relevant Service Level:

- a. failure to conduct repair on Equipment that has been identified to be Unserviceable or End of Life Equipment (provided, that such agreement was made identifying the Equipment as Unserviceable Equipment prior to the applicable failure incident);
- b. if as a result of Contractor's compliance with Client's directions to perform the Services in a manner inconsistent with Contractor's obligations under this Agreement, provided that Contractor has notified Client in advance of the risk of a Service Level Default resulting from compliance with such directions;
- c. failures, degraded conditions, or delays attributed to Client responsibilities relating to internal wiring, or proper environmental conditions (e.g. commercial power/backup power, AC, etc.), or analog POTS, DID or telephone line for OOB access;

G. Move, Add, Change (MAC)

MAC submission must be available online to Authorized Requestors defined by the SOM. The Contractor's NOC and engineers must work with the appropriate personnel at the SOM to identify SOM WAN technology provisioning requirements.

Contractor will work with the SOM to construct the online ordering form to ensure that the orders received are complete and accurate.

The Contractor will notify the SOM upon successful MAC completion for their approval.

The Contractor will provide the SOM authorized users with instructions and training on how to submit MAC requests online and via email. The Contractor will maintain training materials so as to be relevant to current MAC processes and related reporting. The Contractor will provide training per the Operations Plan to include both initial, ongoing and train the trainer objectives. Processes and procedures used by the NOC to support this contract will follow the SOM approved Operations Plan. All NOC staff supporting this contract will be trained by the Contractor using the Operations Plan and updated training will be provided as necessary.

The Contractor will receive (MAC) requests directly from the Authorized Requestors. The Contractor will ensure SOM sign-off or approval of successfully completed MAC requests. The Operations Plan must identify the procedures to add Authorized Requestors who are able to initiate approved MAC work.

The following objectives apply for MAC orders:

- Five (5) business days for Software MAC
- Thirty (30) business days for Hardware MAC (physical circuits or hardware services) where facilities and hardware are available
- MACs, which are subject to SLAs, must have an order completion date (due date) assigned by the Contractor, which is the Contractor's commitment to deliver the service request on time.

The Contractor and the SOM will agree on the scheduling of MAC activity to minimize interruptions of normal business activities. The Contractor will identify, prior to performance, any MAC activity that may result in disruption of service; in such instances, the SOM may request such activities be performed outside normal business hours.

H. Reports

The Contractor will provide reports via a secure online portal that supports a file format jointly approved by the SOM and the Contractor. Reports must be posted to a secure online portal for downloading and accessible only by SOM Authorized Requestors.

The Contractor and the SOM will develop a set of standard reports that are designed to record SOM WAN performance. The Contractor will monitor, collect, and process data for these performance reports, which provide information required for root cause analysis (RCA), chronic analysis, and assessment of conformance to performance standards. The SOM may change the report format or frequency. An electronic copy of the reports must be available. The Contractor will maintain a database of SOM WAN devices and circuits.

The Contractor will provide interface statistics per device. The Contractor will have available, via a secure online portal, reports on the following schedule:

- Daily – by noon of the following business days
- Weekly – by the end of the first business days of the following week
- Monthly – by five business days following the end of the month

The Contractor will provide the following reports on a daily basis:

- Bandwidth utilization to the premise device
- CPU utilization to the premise device

The Contractor will provide the following reports on a weekly basis:

- Bandwidth utilization to the premise device
- CPU utilization to the premise device
- Cyclic redundancy checking (CRC) and dropped packet error rates to the premise device
- Root Cause Analysis (RCA) as requested

The Contractor will provide the following SLA reports on a monthly basis:

- WAN Service Group Availability (SGA)
- WAN Edge router latency metric.
- WAN jitter metric.
- WAN packet loss metric.
- WAN Time to Repair (TTR) metric.
- WAN Software MAC (Move/Add/Change) Request metric.
- WAN Hardware MAC (Move/Add/Change) Request metric.

The Contractor will provide the following Performance and Management Reports on a monthly basis:

- WAN outages
- Network availability (uptime and downtime Service Provisioning)
- Error rates as defined in the Operations Plan
- Service-affecting outages (times, DNS names, outage duration, cause)
- WAN Asset
- Circuit ID

- Site Location

- Type (core, distribution and edge)
- Device information (make, model, hardware and release and patch level)
- Network speed
- Facility type
- Related contractor equipment and ports
- Contract performance Monthly and year-to-date spend, filterable and sortable by contract, site, service and agency

Contractor can, on a monthly basis, receive all Managed Third Party WAN monthly performance results reports and include/attach them to the monthly report package delivered to the SOM. Contractor will show all outages in the overall reporting, but will not be responsible for any validation, interpreting, blending, or recalculating Managed Third Party reports.

I. Continuity of Service/Disaster Recovery

The Contractor will disclose its Disaster Recovery Plan to the SOM for approval. The Contractor's Disaster Recovery plan must be tested in coordination with the State within twelve (12) months of contract execution.

The Contractor will state clearly what its Disaster Recovery Services include. The plan will address, at a minimum, the following:

- Business functions and dependent functions that must be maintained
- Business impact analysis
- Potential impact of loss of critical business functions
- Business functions priority
- Recovery time for each major business function, based on priority
- Level of services that must be restored
- Disaster Recovery planning team, including the team's organization, and member roles and responsibilities
- Impact of change in geographic location
- Legal/regulatory/contractual issues
- Critical systems dependencies
- Business workflow and workaround procedures
- Criteria for executing Disaster Recovery Plan
- Alternate processing methods
- Performance metrics
- Recording and updating business events information, files, data updates, etc., once business processes have been restored
- Key business information that would be required within 24/48 hours of a declared disaster/event
- Key stakeholders and business partners communication
- Escalation procedures
- Critical personnel (Service Integrator and SOM) to be contacted

The Contractor will work with Service Providers to ensure continuity of service and must also adhere to the Telecommunications Service Priority (TSP) to provide for the rapid provisioning and restoration of services to customers having a national security and emergency preparedness function.

The Contractor will adhere to the requirements set forth in Telecommunication Service Priority (TSP) Service Exhibit – Title 47 Part 64. Specifically, Contractor will work with the State to prioritize circuits with TSP markings. Contractor will make sure the State has the proper forms filled out and sends in accurate information to obtain the TSP markings. Upon approval, Contractor will process the TSP orders and confirm them with the State.

J. Optional Services

The Contractor has provided its list of Optional Services as Exhibit D-Optional Services to this SOW.

K. Service Provider Integration

The Contractor is responsible for the coordination and facilitation of delivery of Service Provider services and equipment. The Contractor will also collaborate and consult with the SOM on design of the Wide Area Network and design of internet services perimeter.

The Contractor is responsible for:

- Working with the WAN or ISP Service Providers to ensure that Equipment and wiring are installed properly to the WAN or ISP Demarcation Point. If a third-party WAN or ISP service provider agrees to provide an extended Demarcation Point, Contractor will coordinate the extension. If not, Contractor will coordinate with State-engaged Demarcation Point extension providers to extend the WAN circuit to the managed router WAN interface. Any Demarcation Point extensions will be maintained by the State unless otherwise specified by the WAN or ISP Service Provider. Any Demarcation Point extension charges will be passed through to the State.
- Contractor assumes that the State LAN demarcation point will be the LAN port on the WAN managed router. Please see Exhibit E for a complete list of Contractor Assumptions.
- Contractor will monitor the interface to the Service Provider network, but will not monitor or manage State-owned or leased demarcation equipment.
- Contractor will configure LAN interfaces on the in-scope managed WAN devices to properly function and interface to the State's LANs; however, Contractor will not monitor or alarm on LAN interfaces. Contractor does not envision any collaboration with the Service Provider will be needed for the LAN interfaces.
- Working with the Managed Third Party Service Providers on performance issue (break/fix) resolution

1.104 WORK AND DELIVERABLES – WAN SERVICE PROVIDER(S)

WAN Service Providers must provide deliverables, services, resources, and features, and otherwise do all things required to provide the functionality required for the State of Michigan, in accordance with the requirements as set forth below and in **Attachment 6 – WAN Services Requirements Worksheet**.

For a complete list of WAN Service Provider requirements, please see **Attachment 6 – WAN Services Requirements Worksheet**.

I. Services (work) To Be Provided and Deliverables

Acceptance Criteria

High-level acceptance criteria for Document Deliverables are listed in Section 1.501. Any additional or more specific criteria are identified here.

A. Procurement of Services

The Contractor will provide a complete list of all contracted services that will be utilized as part of the WAN Services Solutions and make access to those services available to the SOM via a secure online portal. The online portal will provide the SOM real-time access to inquiry on service requests, service request ordering and accurate billing information.

The Contractor's online portal will have the capability to allow the Contractor and the SOM to store documents on critical issues and key projects.

The Contractor's online portal will allow the SOM to place orders electronically for services under this contract. The SOM can submit the accurate order and track the order status all within the Contractor's online portal. The portal will also send back due dates and completion notifications to recipients defined by the SOM.

The SOM reserves the right to procure services, products and software necessary for WAN Services through other SOM contracts.

The Contractor will provide consulting and design services for all WAN services provided by the Contractor, WAN Service Providers and Enterprise Internet Service Providers at no additional cost to the SOM. As the WAN Provider, the Consulting services will only be to work on circuit and service information.

The State or SI will provide accurate and complete order documentation. The State will provide an LOA for SI to place orders. The State will arrange and provide accurate local contact (LCON) information and site access. The State will provide adequate space and power to install circuit demarcation and associated circuit termination equipment. The State will obtain any approval necessary for WAN circuit installation from property owners.

B. Invoicing

The Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices will provide and itemize, as applicable:

- Contract number
- Purchase Order number
- Contractor name, address, phone number
- Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set-up
- Price for each item, or Service Integrator's list price for each item and applicable discounts
- Maintenance charges
- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price
- Payment terms, including any available prompt payment discount

The SOM has the right to withhold payment of a disputed amount on an invoice until the dispute is settled or resolved. If the investigation of the disputed amount is found to be settled in the SOM's favor, this disputed amount will appear as an adjustment credit on the next billing invoice, following dispute resolution. If the disputed amount is determined to be billed correctly, the disputed amount will carry forward to the next billing invoice, following dispute resolution, as a pending balance due.

Billing will commence at a Site as of the Service Activation Date regardless of the function of the Site in SOM's network (e.g., remote, spoke, hub, or head-end sites) or the provisioning status of other Sites in SOM's network.

The Contractor will submit properly itemized invoices to: DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909

Or

DTMB-Accounts-Payable@michigan.gov

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 SOM's network (e.g., remote, spoke, hub, or head-end sites) or the provisioning status of other Sites in the SOM's network.

The Contractor invoices will be paid via Electronic Funds Transfer (EFT). Contractor will provide an EFT payment arrangement. Contractor can accept ACH transactions from the State or Service Integrator in either CCD+ or CTX format. These formats include both remittance information and addenda records. The State or the Service Integrator will be asked to complete the ECF11 Registration form prior to the establishment of the EFT payment arrangement.

For EFT payments, the NACHA standard file will be received by our bank. The file will be concatenated with all the files received. The bank will send the file to Contractor at midnight where a translation will take place. Once the translation of all the files received is complete, it will be sent to the payment system for posting. Any errors will be corrected the next day. If the error cannot be corrected, Accounts Payable will reach out to the State/Service Integrator for verification of the payment.

B. WAN Service Provider Managed Services

1. Managed Services

The Contractor will provide the following managed services under this Contract.

- Provide equipment, wiring, and maintenance necessary to operate the WAN network up to the demarcation point.
- Provide demarcation extension during WAN circuit installation, where building facility management allows, which may be provided on a time and materials basis.
- Maintain network to meet SLAs, detailed in **Section C, Service Level Agreements**
- Work with the Service Integrator on performance issue (break/fix) resolution:

a. Service Management

The Contractor will schedule all Service work when least disruptive to the SOM, as defined by the SOM in the Operations Plan, however, all non-Service affecting MACs and projects are priced to be performed during Normal Business Hours. The Contractor will have documented permission from the SOM or Service Integrator for any service order. The Contractor will submit to the SOM for approval the procedures that the Contractor will use for the dispatch of a technician during and outside of SOM business hours.

The Contractor will coordinate all work with the Service Integrator.

Any installation or repair work performed by the Contractor that does not meet the requirements of the Agreement must be corrected at no extra cost to the SOM.

SOM approved Order activity requiring dispatch outside normal business hours will be coordinated, but may incur an additional charge.

All SOM Remote Sites will utilize Contractor certified modems for out-of-band (OOB) management.

b. Problem Management

Problem Management includes activities related to restoring Services after an outage and reporting the cause of failure. The Contractor will collaborate and coordinate Fault Management Services with the Service Integrator on the SOM WAN, including remote alarm monitoring, problem report receipt, problem identification and isolation, remote and on-site resolution, and dispatch management.

Upon receipt of a problem or alarm notification, the Contractor will initiate problem resolution efforts in coordination with the Service Integrator. The Contractor will prioritize the support ticket in accordance with mutually agreed-upon metrics, as provided by the SOM and Service Integrator.

The Contractor will coordinate with the Service Integrator to troubleshoot, isolate and resolve problem conditions related to the SOM WAN services. Upon determining the source of the fault, should the Service Integrator refer the work to the Contractor, the Contractor will perform the following activities:

- Resolve the problem remotely, where possible
- Change the software feature, reroute past or replace the defective equipment, hardware component, and/or
- Dispatch technicians for on-site repair or replacement

The Contractor will escalate issues per the mutually agreed-upon escalation procedures and provide the SOM, via the Service Integrator, with status at escalation thresholds throughout trouble resolution efforts.

The Contractor will provide appropriate technical support (e.g., manufacturer technical support) to resolve SOM WAN outage conditions and performance issues in accordance with performance standards detailed in the Section **C. Service Level Agreements**

Ticket will be opened with Contractor immediately upon confirmation of WAN circuit trouble, verification of access, power, and LCON availability.

c. Monitoring and Management

The Contractor will proactively manage, maintain and operate Service Provider network segments used by the SOM WAN on a 24x7x365 basis and will discover any Incidents that are outside the metrics performance standards detailed in the **Section C. Service Level Agreements**.

The Contractor's network is generally available 24x7x365 except for possible outages during scheduled maintenance.

Scheduled maintenance times are:

- Every Sunday* — 3:00 a.m. until 5:00 a.m. Eastern Standard Time
- Every 2nd and 3rd Sunday* - 00:00 a.m. until 8:00 a.m. Eastern Time

** If the 2nd or 3rd Sunday of the month falls on a holiday or other special day, Contractor may reschedule the monthly maintenance window.*

In addition, the Contractor may perform extended maintenance up to four times per year, and the Contractor may need to schedule planned maintenance at other times due to, for example,

government inspections or power maintenance. The Contractor will use reasonable efforts to give

the SOM at least 30-days' notice of such scheduled or extended maintenance. However, the Contractor reserves the right to perform emergency maintenance at any time in order to continue the provision of the Services.

2. The contractor will reach all areas of the SOM, where Services can be provided.
3. Letter of Authority/Agency (LOA)

The Contractor will provision services necessary to establish and maintain WAN connectivity through Letter of Authority/Agency provided by the SOM to the Service Integrator.

C. Service Level Agreements (SLA)

The following are the Service Group Descriptions and the applicable availability %'s targeted by the State for WAN Service Provider Services.

Service Group #	Service Group Description
Group 1 (99.999%)	A site equipped with the following high availability options; redundant access Transport Service with diversely routed paths and enters the site on separate cable entrances, router redundant power supply, and router UPS system.
Group 2 (99.95%)	A site equipped with the following high availability options; redundant access transport service with same path or equipped with an access transport backup option, and router UPS system. Site must be equipped with UPS 10-minute capacity allowing generator backup to resume.
Group 3 (99.85%)	A site not equipped with the necessary redundant options to qualify as Service Group 1 or 2. Service Group 3 sites must have at least one router and one private transport network Circuit.

Contractor's AVPN Service Level Availability SLA as well as all other AVPN SLA's are attached as Exhibit G.

D. Move, Add, Change (MAC)

The Contractor will receive MAC requests directly from the Service Integrator.

The following objectives apply for MAC orders:

- Five (5) Business Days for software MAC
- Thirty (30) Business Days for hardware MAC (physical circuits or hardware services) where facilities and hardware are available
- The Contractor will complete service orders assigned by the Service Integrator by the completion due date.

The Contractor will identify, prior to performance, any MAC activity that may result in disruption of service; in such instances, the SOM may request such activities be performed outside normal business hours.

Orders will be processed based on the information submitted to the Contractor. The Contractor will provide a due date for the order.

The State or SI will submit all Hardware and Software MACD orders through the Contractor's online tool. The orders will be processed based on the information submitted into the tool. Contractor will provide a due date for the order. The requestor can check the status through the Contractor's online tool and the tool will send a completion notification back to the State or SI.

The State or SI will provide accurate and complete order documentation. The State will arrange and provide accurate LCON information and site access. The State will provide adequate space and power to install circuit demarcation and associated circuit termination equipment, if necessary.

E. Reports

The Contractor will provide reports electronically to the SOM and the Service Integrator.

The Contractor will provide the following SLA reports on a monthly basis per site:

- WAN Service Group Availability (SGA).
- WAN Time to Repair (TTR) metric.
- WAN Software MAC (Move/Add/Change) Request metric.
- WAN Hardware MAC (Move/Add/Change) Request metric.

For MAC activity reports, the State will use the Contractor's online tool. The tool will provide reports for all MACD activity on a rolling 30 day window. The State can use the tool from their desktop or mobile phone to check status of orders, if an order has completed and pull reports.

F. Continuity of Service/Disaster Recovery

The Contractor will adhere to the Telecommunications Service Priority (TSP) program and provide for the rapid provisioning and restoration of services to customers having a national security and emergency preparedness function. Reference the requirements set forth in Telecommunication Service Priority (TSP) Service Exhibit – Title 47 Part 64. Specifically, Contractor will work with the State to prioritize circuits with TSP markings. Contractor will make sure the State has the proper forms filled out and sends in accurate information to obtain the TSP markings. Upon approval, Contractor will process the TSP orders and confirm them with the State.

G. Optional Services

The Contractor has provided its list of optional services as Exhibit D-Optional Services to this SOW.

1.104 WORK AND DELIVERABLES – ENTERPRISE INTERNET SERVICE PROVIDER(S)

The Enterprise Internet Service Provider(s) shall provide the Services required for the State of Michigan, in accordance with the requirements as set forth below and in **Attachment 6 – WAN Services Requirements Worksheet**.

For a complete list of Enterprise ISP requirements please see **Attachment 6 – WAN Services Requirements Worksheet**.

I. Services (work) To Be Provided and Deliverables

Acceptance Criteria

High-level acceptance criteria for Document Deliverables are listed in Section 1.501. Any additional or more specific criteria are identified here.

A. Procurement of Services

The Contractor will provide a complete list of all services offered that may be utilized as part of the Enterprise Internet Services. The SOM reserves the right to procure services, products and software necessary for Enterprise Internet Services through other SOM contracts.

The Contractor's Enterprise Internet Services provided within this Contract are:

- IP Broadband from 1.5Mb to 24Mb
- Managed Internet Service from 1.5Mb to 40Gb
- Consulting in regards to the Contractor's Enterprise Internet Services will be available at no additional charge. The Contractor will provide a Contractor on-line secure portal for tracking order status.
- When providing the Contractor's Enterprise Internet Services, the consulting services will only be to work on Circuit and Service information. Contractor will be willing to meet with the State/SI to discuss Enterprise Internet Circuits and required configurations as necessary.
- The State or SI will provide accurate and complete order documentation. The State will provide an LOA for SI to place orders. The State will arrange and provide accurate local contact (LCON) information and site access. The State will provide adequate space and power to install circuit demarcation and associated circuit termination equipment. The State will obtain any approval necessary for ISP Circuit installation from property owners.
- The combined team of State and Contractor will need to attend regularly scheduled meeting and to discuss network requirements from all agencies and future projects. The State will need to have a team available to work with our consulting / technical staff in order to provide a network that meets the State's expanding needs.

B. Invoicing

The Contractor will invoice the State directly. The Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number.
- Purchase Order number.
- Contractor name, address, phone number
- Description of any commodities/hardware, including quantity ordered.
- Date(s) of delivery and/or date(s) of installation and set-up.
- Price for each item, or Service Integrator's list price for each item and applicable discounts.
- Net invoice price for each item.
- Shipping costs.
- Other applicable charges.
- Total invoice price.

- Payment terms, including any available prompt payment discount.

The SOM has the right to withhold payment of a disputed amount on an invoice until the dispute is settled or resolved. If the investigation of the disputed amount is found to be settled in the SOM's favor, this disputed amount will appear as an adjustment credit on the next billing invoice, following dispute resolution. If the disputed amount is determined to be billed correctly, the disputed amount will carry forward to the next billing invoice, following dispute resolution, as a pending balance due.

Billing will commence at a Site as of the Service Activation Date regardless of the function of the Site in SOM's network (e.g., remote, spoke, hub, or head-end sites) or the provisioning status of other Sites in the SOM's network.

The State will need to provide a mutually agreed upon LOA through the SI in a timely manner so that Contractor can begin to set up any payment processing requirements needed to make sure invoices are accurate.

Contractor must submit properly itemized invoices to

DTMB – Financial Services
Accounts Payable
P.O. Box 30026
Lansing, MI 48909

Or

DTMB-Accounts-Payable@michigan.gov

C. Enterprise Internet Service Provider Services (AT&T MIS Services)

1. Required Service Features

The service features below are requirements for the SOM's Contractor AT&T MIS Services. The preferred method of connection between the contractor and the SOM is Ethernet.

- a. The Contractor will use standards-based routing protocol(s) to announce routes from the SOM site router.
- b. The Contractor dedicated ISP connection service must provide IPv4 and IPv6 support.
- c. The Contractor dedicated ISP connection service must provide near real-time online network utilization statistics.
- d. Dedicated Internet connections must be available from speeds of 1.5 Mbps and above for transmit and receive.
- e. The Contractor will provide a Network Operations Center that is available 24x7x365
- f. The Contractor will provide contact information for its Network Operations Center (NOC)
- g. The Network Operations Center provided by The Contractor will be able to accept trouble tickets electronically or via phone.
- h. The Contractor will describe the architecture, features and capabilities of its enterprise Internet access service offering, to include:
 - i. Ability to provide dedicated and/or burstable Internet access at all access speeds.
 - ii. Redundancy in the Service Integrator's network between the State of Michigan and the Internet NAs.
 - iii. Primary and Secondary DNS services.
 - iv. Network Address Translation (NAT) services (only with Managed Router).
 - v. Border Gateway Protocol (BGP) routing services.
 - vi. The Service Integrator's capability to route the SOM's IP addresses, the capability to provide IP addresses, and the smallest address space the Vendor shall route on its backbone.
 - vii. Web caching service (New Work)

- viii. Content Distribution Network services (New Work)
- ix. Network Time Protocol (NTP) (only with Managed Router)
- x. Security services available to mitigate interruptions and mechanisms for detecting and eliminating fraudulent and/or unauthorized use of the services provided to the SOM. Examples of known, unauthorized activity include, but are not limited to, Distributed Denial of Service (DDoS) and DNS spoofing (Optional Service).

a. Service Management

All Service work will be scheduled by the Contractor when least disruptive to the SOM, as defined by the SOM in the Operations Plan, however, all non-Service affecting MACs and projects are priced to be performed during Normal Business Hours. The Contractor will have documented permission from the State for any service order. The Contractor will submit to the State for approval the procedures that the Contractor will use for the dispatch of a technician during and outside of SOM business hours.

If the State believes that any installation work or repair work performed by Contractor does not meet the State's standards, Contractor will work with the State to understand what was not performed adequately and work to resolve the issue. If Contractor is in agreement that the work was not performed adequately, Contractor will correct the issue at no additional cost to the State. If necessary, any remaining disputes would follow the dispute process outlined in the Terms and Conditions of the Agreement.

For Managed Internet Service

The State/SI will open a ticket using Contractors secure on line portal. If it is determined that a technician needs to be dispatched, Contractor will coordinate with the State/SI on a due date and to make sure accurate LCON information is provided. The status of the order can be tracked and notification of completion will be sent to the State/SI.

For Contractor Business Broadband Service (e.g. DSL)

This DSL is a self-service. Contractor does not anticipate any MACD work on this type of Service so a dispatch is not necessary. If there are questions, the State/SI can use the AT&T Digital Subscriber Line (DSL) Customer Care website for information and it lists ways to contact Contractor if necessary.

The State will provide adequate space and power to install circuit demarcation and associated circuit termination equipment. The State will obtain any approval necessary for ISP circuit installation from property owners.

b. Problem Management

Problem Management includes activities related to restoring Services after an outage and reporting the cause of failure. The Contractor will collaborate and coordinate Fault Management Services with the SOM/SI, including remote alarm monitoring, problem report receipt, problem identification and isolation, remote and on-site resolution, and dispatch management.

Upon receipt of a problem or alarm notification, the Contractor will initiate problem resolution efforts in coordination with the SOM/SI. The Contractor will prioritize the support ticket in accordance with mutually agreed-upon metrics, as provided by the SOM.

The Contractor will coordinate with the SOM/SI to troubleshoot, isolate and resolve problem conditions related to the Services. Upon determining the source of the fault, the Contractor will perform the following activities:

- Resolve the problem remotely, where possible
- Change the software feature, reroute past or replace the defective equipment, hardware component, and/or
- Dispatch technicians for on-site repair or replacement

The Contractor will escalate issues per the mutually agreed-upon escalation procedures and provide the SOM/SI with status at escalation thresholds throughout trouble resolution efforts.

The Contractor will provide appropriate technical support (e.g., manufacturer technical support) to resolve SOM outage conditions and performance issues in accordance with performance standards detailed in the **Section D. Service Level Agreements**

AT&T Business Broadband Service (e.g. DSL)

The State/SI must contact AT&T Business DSL Customer Care to report a trouble with an AT&T DSL Line. Trouble ticket reporting is available 24x7. The Business DSL Care team provides support for access circuit provisioning, acceptance testing, network monitoring, and trouble ticket resolution. The service demarcation point of DSL is the wall jack on the State's premises.

The AT&T Business DSL Customer Care center will only support and accept calls from the State/SI and will not accept calls, provide trouble assistance, or interface in any manner with parties other than the authorized contacts. All communications with SOM will be in the English language. The State/SI need to call the U.S.-based DSL Customer Care Center at the toll free number.

The State will provide adequate space and power to install circuit demarcation and associated circuit termination equipment. The State will obtain any approval necessary for Internet circuit installation from property owners.

c. Monitoring and Management

The Contractor will proactively manage, maintain and operate the Contractor network used by the SOM on a 24x7x365 basis and will discover any Incidents that are outside the metrics performance standards detailed in the **Section D. Service Level Agreements.**

D. Service Level Agreements (SLA)

The following is the Service Group Description and the applicable availability % targeted by the State for Enterprise Internet Service Provider Services.

Service Group #	Service Group Description
Group 4 (99%)	A SOM Remote Site connected to a commercial Internet Service Provider (ISP) or any downstream edge/shared services-connected sites.

a. **AT&T Managed Internet Service (MIS)**

Contractor's Managed Internet Service (MIS) Service Level Availability SLA as well as all other MIS SLA's are attached as Exhibit H.

b. **AT&T Business Broadband Service (e.g. AT&T DSL Service)**

AT&T commits to a Service Availability percentage of 99.95%.

For purpose of the Service Availability SLA, the duration of a Service Outage shall be deemed to commence upon the opening of a Verifiable Trouble Ticket by Contractor Customer Care, in response to the CPOC request, and ends when the Service Outage ends. Trouble tickets, where the Service Outage cannot be verified with Contractor's standard diagnostic procedures, do not count towards the Service Availability SLA.

If SOM experiences a Service Outage in excess of 60 consecutive minutes during any calendar day, for any of SOM's DSL lines, SOM may be eligible for a credit of one day's worth (1/30th) of the SOM's monthly service fee for such DSL line.

E. Reports

The Enterprise ISP must provide the following SLA reports on a monthly basis per site:

- Enterprise ISP Service Group Availability (SGA).
- Enterprise ISP Time to Repair (TTR) metric.
- Enterprise ISP Software MAC (Move/Add/Change) Request metric.
- Enterprise ISP Hardware MAC (Move/Add/Change) Request metric.

F. Continuity of Service/Disaster Recovery

The Enterprise ISP must adhere to the Telecommunications Service Priority (TSP) program set forth in Telecommunication Service Priority (TSP) Service Exhibit – Title 47 Part 64. Specifically, Contractor will work with the State to prioritize circuits with TSP markings. Contractor will make sure the State has the proper forms filled out and sends in accurate information to obtain the TSP markings. Upon approval, Contractor will process the TSP orders and confirm them with the State.

G. Optional Services

The Contractor has provided its list of Optional Services as Exhibit D-Optional Services to this SOW.

II. Overall Service Requirements

A. Detailed Requirements

The detailed Service requirements for the Contract are listed in this SOW and **Attachment 6 – WAN Services Requirements Worksheet**.

1.200 Roles and Responsibilities

1.201 SI STAFF, ROLES, AND RESPONSIBILITIES

A. SI Staff

The Service Integrator must 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 must also show lines of authority to the next senior level of management and indicate who within the firm must have primary responsibility and final authority for the work.

1. Non-Key Personnel

All Non-Key Personnel may be subject to the States' interview and approval process. The State has identified the following as non-key personnel for this project:

- **Sales Engineer**
- **Network Operation Center Manager (NOC)**

The Service Integrator must provide a **Sales Engineer** to provide technical support and direction to the Business Development team. The Sales Engineer must assist in response documents and must gather the appropriate technical information and business requirements to create client solutions.

The Sales Engineer responsibilities must include, at a minimum:

- Make proactive sales contacts with sales staff, research SOM needs necessary to develop technology solution in a timely manner.
- Participate in sales forecasting and planning
- In conjunction with sales team, develop and deliver sales presentations.
- Assist clients with feasibility studies, equipment budgets, systems requirements and specifications.
- Maintain a working knowledge of emerging trends in the telecommunications industry as a whole.
- Assist in the preparation of Bills of Materials and Project Plans.

The Service Integrator must provide an **NOC Manager** to interact with the designated personnel from the State to ensure day-to-day delivery of service. The NOC Manager must coordinate all of the activities of the personnel assigned to the project and create all reports required by the State. The NOC Manager's responsibilities include, at a minimum:

- Manage NOC personnel assigned to the project to ensure compliance with contract deliverables
- Coordinate and oversee the day-to-day project activities of the project team
- Manage problem resolution for network break-fix
- Manage and report network monitoring
- Coordinate communication of network changes
- Escalate unresolved network issues
- Attend monthly performance meetings
- Deliver daily, weekly, and monthly reports

2. Key Personnel

All Key Personnel may be subject to the States' interview and approval process. Any Key Personnel staff substitution must have the prior approval of the State in accordance with the Contract. The State has identified the following as Key Personnel for this SOW:

- **Account Manager/Single Point of Contact (SPOC)**
- **Lead Architect/Designer**
- **Transition Project Manager**

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

- The Account Manager must act as the Single Point of Contact (SPOC) for any issue related to the issued contract.
- Assist in developing the Contract Transition Plan.
- 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 Service Integrator 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.
- Advise the State of performance under the terms and conditions of the Contract.

The Service Integrator must provide a **Lead Architect/Designer** to design an enterprise wide area network system. The Lead Architect/Designer must plan the architecture, develop the transition plan, oversee implementation of the WAN, monitor efficiency of the network, and develop solutions to complex problems. This individual must be responsible for identifying system data, hardware, or software components required to meet user needs. The responsibilities of the Lead Architect/Designer must include, at a minimum:

- Specifically design, configure, and secure integration issues related to the telecommunications network or related network services.
- Participate in the analysis, design and planning, and implementation phases of all systems and infrastructure.
- Provide technical expertise in all LAN/WAN design improvement and security
- Analyze the need for new hardware and software systems or upgrades and modifications to existing systems by evaluating the effectiveness of the current systems.
- Identify opportunities to improve business processes by building on existing/new technologies and applications.
- Maintain expertise in the area of systems architecture and applications, including industry trends, strategies.
- Analyze and translate business strategies, plans and requirements into IT principles, directions and standard.
- Prepare and maintain high level infrastructure and application's documentation in support of project requirements and operations.
- Plan, build, test and deploy appropriate infrastructure solutions and configurations to implement and support unit Conduct due diligence on equipment and service propositions.
- Demonstrated knowledge and experience with the following (minimum qualifications):
 - Wide Area Network system design

- Operation and maintenance of Wide Area Networks

- Network Operations Center (NOC)
- Operation and maintenance of network systems
- Network Equipment.

The Service Integrator must provide a **Transition Project Manager** to develop a Services Transition Plan and manage the transition to completion. The Transition Plan must contain major deliverables, milestones, activities and resources for the project transitions (in/out). The responsibilities of the Transition Project Manager must include, at a minimum:

- Ability to deliver all aspects for the introduction of WAN or managed support services.
- Manage the transition team involving additional project management resources, internal technical resources, 3rd party suppliers and WAN Service Providers, account team members and client stakeholders.
- Interface with 3rd party suppliers and WAN Service Providers, involving agreement, planning, timelines and quality of deliverables.
- Produce detailed project plans to manage interdependencies.
- Manage the expenditure within the Service Transition, ensuring all costs are recorded against products and services delivered.
- Deliver all Service Transition Plans in line with recognized best practice methodology (managing risk, governance, quality assurance, issue resolution, reporting), where the successful implementation of service resource skills and processes are just as critical to project success as technology.
- Ensure products and Services delivered within the Service Transition Plan are within time constraints and meet the required level of quality.
- Review the outcomes of the Service Transition Plan to determine any corrective actions that could be taken to improve future delivery in terms of cost, quality and SOM's satisfaction.
- Manager must manage projects to ensure transition processes are developed and sustained within a project-management framework.
- Apply business and technical knowledge to enable, support and review all aspects of change in the service.

B. On Site Work Requirements

1. Location of Work

For work that must be executed on-Site, it must be performed, completed and managed at State-owned or leased facilities. If the work must be performed off-site, work locations must be specified by the Service Integrator and confirmed with the State.

2. Hours of Operation

- a. Normal State working hours, depending on the site, 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. Unless otherwise specified in this SOW, no overtime must be authorized or paid.
- b. The State is not obligated to provide management of assigned work outside of normal State working hours. The State reserves the right to modify the work hours in the best interest of the project.
- c. Unless otherwise specified in this SOW, the State does not compensate for holiday pay.

The State holidays and the days they are observed are:

- New Year's Day, January 1, or closest weekday.
- Martin Luther King, Jr. Day, Third Monday in January.
- Presidents Day, Third Monday in February.
- Memorial Day, Last Monday in May.
- Independence Day, July 4, or closest weekday.
- Labor Day, First Monday in September.
- General Election Day, First Tuesday in November, even numbered years.
- Veterans Day, November 11.

- Thanksgiving Day and the day after, the fourth Thursday and Friday in November.
- New Year's Eve, December 31.
- Christmas Day December 25 and the day before/after depending on how the holiday falls

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES

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

- Act as a vocal and visible champion within the State.
- 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 State resources necessary for the contract.

Name	Agency/Division	Title	Phone/e-mail
Greg Faremouth	DTMB Network and Telecommunications Services	Director	(517) 241-1646 faremouthg@michigan.gov

Contract Compliance Manager

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

The State'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 State 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 Network and Telecommunications Services	Contract Compliance Manager	TBD

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

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

- Coordinate the State resources necessary for the project.
- Provide acceptance and sign-off of deliverable/milestone and invoices.
- Collect information necessary to monitor the Service Integrator's performance against SLA requirements.
- Attend periodic meetings to review the Contractors' deliverables and metrics.
- Escalate outstanding/high priority issues.
- Utilize Contract Change Management 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	State 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 State and the Service Integrator, WAN Service Providers and Enterprise IPSs.
- 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	State Buyer	517-241-7720 BreenM@michigan.gov

1.203 OTHER ROLES AND RESPONSIBILITIES

1.300 Contract Management

1.301 CONTRACT MANAGEMENT

A. Orientation Meeting

Within 10 business days after contract signing, each 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 State and the Contractor. The State shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

B. Performance Review Meetings

The State requires the Service Integrator, WAN Service Providers and Enterprise ISPs 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 State and the Contractors.

C. Contract Control

1. The Contractor must carry out this project under the direction and control of the DTMB **Network and Telecommunications Services** Division.
2. Within 20 business days of Contract execution, the Contractor must submit the project plan to the State project manager(s) for final approval. This project plan must be in agreement with Article 1, Section 1.104 Work and Deliverables.

The State is responsible for providing a point-of-contact who will assume responsibility for managing the rollout of the transition/transformation project. The State is also responsible for cooperating in the completion of all activities related to this project.

1.302 REPORTS

Reports (formats to be created by the State) must be submitted to the State's Contract Compliance Manager for approval within 45 business days after the execution of the Contract. Once both parties have agreed to the format of the reports, it shall become the standard to follow for the duration of the Contract.

- Service Integrator – Section 1.104
- WAN Service Provider – Section 1.104
- Enterprise ISP – Section 1.104

1.400 Project Management

In the event the State desires Contractor to provide support for a Service requiring project management and/or project engineering beyond those called out in the definitions of a Soft MACD or a Hard MACD ("**Project**"), the Contractor must assign a Project Manager to oversee major Project implementations. The Project Manager's contact information must be provided to the State when any Project is initiated.

The Contractor's Project Statement of Work 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 project 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 Service Integrator 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 Service Integrator, who is ultimately responsible for the escalation plan, must work with State-contracted WAN Service Providers and provide an escalation plan within 20 business days of contract execution. The Service Integrator must provide an escalation plan to the State with names and 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.)

The State will need to provide Letters of Authorization (LOAs) to Contractor upon award of bid so Contractor can begin to work with the WAN and ISP Providers.

1.402 RISK MANAGEMENT

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

The Contractor is ultimately responsible for establishing a risk management plan and process. Working with the WAN Service Providers, 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 State.

A risk management plan format shall be submitted to the State for approval within twenty (20) business days after the effective date of the contract. The risk management plan must be developed during the initial planning phase of the project, and be in accordance with the State'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 must work with the State 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 State Project Manager. Mitigating and/or eliminating assigned risks must be the responsibility of the Contractor, subject to Contract Change Management. The State must assume the same responsibility for risks assigned to them.

The State will be responsible for working timely with Contractor to develop and approve the risk management plan's format and notifying Contractor of any changes that may occur.

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.
2. Draft documents are not accepted as final Document Deliverables.
3. The Document Deliverables must be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
4. DTMB must review Document Deliverables 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 must 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.
 - Contractor will submit monthly invoices for Services delivered with sufficient documentation to explain the billing.
2. Time and Materials (T&M)
 - Contractor will provide a process for acquiring New Work 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 a Statement of Work until authorized via a PO issued against the Contract. Contractor shall perform in accordance with the Contract, including the Statements of Work/Purchase Orders executed under it.
4. Payment Terms: As per the Contract.

Method of Payment

The Contractors will be paid by the methods listed in the SOW.

Travel

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

1.602 RESERVED

Glossary

24x7x365	24 hours per day, seven days per week, and 365 days per year (including the 366th day in a leap year).
Additional Service	Any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added must result in the need to provide the Contractor with additional consideration.
Affiliate	"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party
Audit Period	See Section 2.112
Blanket Purchase Order	An alternate term for Contract as used in the State's computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Contract Change Management	Means the written procedures to effect any changes to the Contract, including, but not limited to, adding any Additional Services, New Work or pricing as set forth in Section 2.004 of Article 2.
Chronic Failure	Defined in Section 2.242(b)
Days	Calendar days unless otherwise specified.
Deleted – Not Applicable	Section is not applicable or included in this contract. This is used as a placeholder to maintain consistent numbering.
Deliverable	Physical goods and/or commodities as required or identified by a Statement of Work.
DTMB	Michigan Department of Technology, Management & Budget
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.
Equipment or CPE	Means any third party edge devices (and the associated software required to operate such edge devices) used by Contractor to provide the Services to the SOM.
Excusable Failure	See Section 2.244.
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.
ISP Services	Companies that provide Internet services, including personal and business access to the Internet.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Contractors
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
Managed Third Party	Means a third party provider under contract to the SOM that, subject to a Letter of Agency, Contractor will manage as part of the Services.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added must result in the need to provide the Contractor with additional consideration.
RFP	Request for Proposal designed to solicit proposals for services.
Services	Any function performed for the benefit of the State.
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.
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.
Unauthorized Removal	Service Integrator's removal of Key Personnel without the prior written consent of the State.

Work in Progress

A Deliverable that has been partially prepared, but has not been presented to the State for Approval.

WAN PROJECT GLOSSARY AND DEFINITIONS

Alarm	A real-time indication or a signal that indicates an error condition or predefined threshold has been exceeded. Usually includes a Priority or Severity Code.
Alert	A sound or message that indicates a predefined threshold is about to be exceeded or a selected operation is about to be performed. The terms "alert" and "alarm" are sometimes used synonymously; however, an alert is more of a warning in advance, whereas an alarm signals that the event or error has occurred.
Amendment	Means a written change to this Contract.
American National Standards Institute (ANSI)	Entity that coordinates the development and use of voluntary consensus standards in the United States and represents the needs and views of U.S. stakeholders in standardization forums around the globe.
Appendices	An appendix is attached to supplement the document, usually for reference.
Attachments	A separate document that is attached, as a standalone form added to a document.
Authorized Requestors	A designated State of Michigan contact with whom the Service Integrator must communicate as defined in the Operations Plan.
Border Gateway Protocol (BGP)	Protocol used to make core routing decisions on the Internet; it involves a table of IP networks or "prefixes" which designate network reachability among Autonomous Systems (AS).
Bridge	A packet-forwarding device used in local area networks that floods the LAN with messages until locating the destination address of an unknown device: It then examines the source addresses in the headers of received messages and stores the right address in a table for future use.
Building Industry Consulting Services, International (BICSI)	The organization responsible for publishing standards and guidelines for use in the design, installation and integration of information transportation systems (ITS). These standards address pathways, spaces, fiber- and copper-based distribution systems, wireless-based systems and the infrastructure that supports the transportation of information and signaling between communications and information gathering devices.
Group Based Weighted Fair Queuing	A network router queuing method that allows traffic to share bandwidth equally, after being grouped by groups. The groups can be based upon a variety of parameters, such as priority, interface, or originating program.
Group of Service (CoS)	A way of managing traffic in a network by grouping similar types of traffic (for example, e-mail, streaming video, voice, large document file transfer) together and treating each type as a Group with its own level of service priority. Group of Service does not guarantee a level of service in terms of bandwidth and delivery time.
Competitive Local Exchange Carrier (CLEC)	A telecommunications provider company (United States) (sometimes called a "carrier" or "Carrier") competing with other, already established carriers (generally the incumbent local exchange carrier (ILEC)).
Contiguous IP Address Allocation	To mitigate duplication or inconsistencies in the allocation of IP addresses, an independent organization takes the allocation of IP addresses. Each registry allocates addresses for a different area and makes sure it is contiguous.
Contract	Means CONTRACT NO. 071B5500011 and any Amendments or Attachments to this contract.
CPU utilization	The workload of a given physical processor for real machines or virtual processors for virtual machines. CPU utilization that passes acceptable thresholds should trigger alerts so that an administrator can solve the problem before an outage happens. CPU utilization tools automatically track CPU data and store the data in a central location.
Customer Edge/Premise Edge device	Routers, routing switches, Integrated Access Devices (IADs), multiplexers, and a variety of Metropolitan Area Network (MAN) and WAN access devices that provide entry points into the core networks of enterprise or service providers.
Cyclic redundancy Checking (CRC)	A method of checking for errors in data that has been transmitted on a communications link: CRC checking involves making a calculation based on data contents and including the answer to that calculation with the data. The receiving end makes the same calculation. If the two calculations agree, the data was received successfully. If not, the receiver notifies the sender to resend that data.

Dedicated Internet connections	High-speed connectivity and reliable Internet access that supports business-critical Internet applications with dedicated internet connections that allow a business to send and receive large amounts of data, conduct video conferences, run web-based applications, stream video, etc. Dedicated Internet connections are not shared with others so there is no competition for bandwidth when it's needed.
Demarcation Point	A demarc (an abbreviation for demarcation point) is the point where communications facilities owned by one organization interface with that of another organization. This is the interface between the Equipment and Network Service Provider Infrastructure.
Differentiated Services	Referred to as DiffServ. Offerings that can be Groupified by type, or quality, of service. For example, a differentiated services network could prioritize real-time traffic for a higher fee.
Distributed Denial of Service (DDoS)	An attempt to make a machine or network resource unavailable to its intended users. It generally consists of the efforts of one or more people to temporarily or indefinitely interrupt or suspend services of a host connected to the Internet.
Distribution Layer	This layer includes LAN-based routers and layer 3 switches, and ensures that packets are properly routed between subnets and VLANs in an enterprise. This layer is also called the Workgroup layer.
DNS spoofing	DNS spoofing is a computer hacking attack, whereby data is introduced into a Domain Name System (DNS) name server's cache database, rerouting a request for a web page, causing the name server to return an incorrect IP address, diverting traffic to another computer (often the attacker's).
Dropped Packets	Dropped packets or packet loss occurs when one or more packets of data travelling across a computer network fail to reach their destination. Packet loss is distinguished as one of the three main error types encountered in digital communications; the other two being bit error and spurious packets caused due to noise.
Dynamic Routing Protocols	Dynamic routing performs the same function as static routing except it is more robust. Static routing allows routing tables in specific routers to be set up in a static manner so network routes for packets are set. Dynamic routing allows routing tables in routers to change as the possible routes change. Dynamic routing protocols do not change how routing is done.
Edge Router Latency	When data packets arrive with large and variable delays between packets, which causes degraded latency and overall throughput. Edge router latency is dominated by two factors. The length of the route that the packets have to take between sender and receiver and the interaction between the Transmission Control Protocol (TCP) reliability and congestion control protocols.
Electronic Industries Association (EIA)	The Electronic Industries Alliance (EIA, until 1997 Electronic Industries Association) was a standards and trade organization composed as an alliance of trade associations for electronics manufacturers in the United States. They developed standards to ensure the equipment of different manufacturers was compatible and interchangeable.
Encryption	Encryption is the process of transforming information (referred to as plaintext) using an algorithm (called a cipher) to make it unreadable to anyone except those possessing special knowledge, usually referred to as a key. The result of the process is encrypted information (in cryptography, referred to as ciphertext).
Enterprise Internet Service Provider (ISP)	The EISP provides centralized ISP services for State networks.
Ethernet	A physical and data link layer technology for Local Area Networks (LANs). The Ethernet standards comprise several wiring and signaling variants of the OSI physical layer in use with Ethernet. The original 10BASE5 Ethernet used coaxial cable as a shared medium. Later the coaxial cables were replaced by twisted pair and fiber optic links in conjunction with hubs or switches. Data rates were periodically increased from the original 10 megabits per second to 100 gigabits per second.

Fault Management Services	A component of network management concerned with detecting, isolating and resolving problems. Properly implemented, fault management services can keep a network running at an optimum level, provide a measure of fault tolerance and minimize downtime. A set of functions or applications designed specifically for this purpose is called a fault-management platform. Important functions of fault management include: definition of thresholds for potential failure conditions, constant monitoring of system status and usage levels, continuous scanning for threats such as viruses and Trojans, alarms that notify administrators and users of impending and actual malfunctions, automatic correction of potential problem-causing conditions, automatic resolution of actual malfunctions and detailed logging of system status and actions taken.
Fire wall	A combination of hardware and software that separates parts of a network for security purposes and requires an authentication method to gain access from one part of the network to another.
Gateway	A hardware or software set-up that translates between two dissimilar protocols.
Gigabits	Equivalent of one billion bits, or 1,000,000,000 (that is, 10^9) bits. It's commonly used for measuring the amount of data that is transferred in a second between two telecommunication points. For example, Gigabit Ethernet is a high-speed form of Ethernet (a local area network technology) that can provide data transfer rates of about 1 gigabit per second. Gigabits per second is usually shortened to Gbps.
Guidebooks	Documents containing the descriptions, pricing and other terms and conditions for a Service that were, but no longer are, filed with regulatory authorities.
IGA	Inter-Governmental Agreement - A formal contract for services between two jurisdictions under which one government agrees to provide a service to another government for an agreed price.
Hard MAC	Means a single hardware MAC performed at a Customer Remote Site by a single Contractor Employee to Equipment except where MNOC resources are used, in which case, a Hard MAC means a single hardware MAC performed at a Customer Remote Site by MNOC personnel to the Equipment.
Incident	An unplanned interruption to the Service or a reduction in the Quality of the. Failure of a Configuration Item that has not yet impacted Service is also an Incident. For example, failure of one disk from a mirror set.
Incident Management	Includes the following steps taken to address and Incident: Incident detection and recording; Incident classification and initial support; investigations and diagnosis; resolution and recovery; Incident closure and Incident ownership, monitoring, tracking and communication
Incumbent Local Exchange Carrier (ILEC)	A local telephone company in the United States that was in existence at the time of the breakup of AT&T into the Regional Bell Operating Companies. The ILEC is the former Bell System or Independent Telephone Company responsible for providing local telephone exchange services in a specified geographic area. GTE was the second largest ILEC after the Bells, but it has since been absorbed into Verizon, an RBOC. ILECs compete with competitive local exchange carriers (CLEC). When referring to the technical communities, ILEC is often used just to mean a telephone provider.
Interconnection Security Agreement (ISA)	An agreement between parties, usually arms of government, which defines, for data moving across a connection between the networks of the two parties, how security is addressed and how data is kept confidential, unchanged, and available.
Interface	A hardware device that handles an interface to a computer network and allows a network-capable device to access that network.
Inter-Local Access and Transport Authority (LATA) Private Line services	Provides a reliable point-to-point bandwidth solution that helps you deliver important, time-sensitive content reliably and securely. Connectivity is usually supported with 24x7 network monitoring.
Internet Control Message Protocol (ICMP)	One of the core protocols of the Internet Protocol suite. It is chiefly used by the operating systems of networked computers to send error messages - indicating, for instance, that a requested service is unavailable or that a host or router could not be reached.

Internet Protocol Flow Information Expert (IPFIX)	A standard of export for Internet Protocol flow information from routers, probes, and other devices.
Internet Service Provider (ISP)	A firm that offers subscribers access to the internet. This internet service provider maintains large runs of cabling and maintains network services in order to transfer and deliver web content to those paying the subscription fee. Typically, these internet service providers focus on DSL, Cable modem, wireless, and more recently, dedicated high-speed interconnects such as fiber optic service (typically abbreviated Fios). An Internet Service Provider is a complete package of services, which should be researched and considered before an Internet Service Provider is selected. Also known as IAP.
Internet2 Access	Internet2 is an advanced not-for-profit United States networking consortium led by members from the research and education communities, industry, and government. Internet2 operates the Internet2 Network, a next-generation Internet Protocol and optical network that delivers production network services to meet the high-performance demands of research and education, and provides a secure network testing and research environment.
Inventory Template	Means the document that SOM will send to each Managed Third Party for it to complete during Transition which will be used by Contractor to assist it in the management of such third parties. A copy of the Inventory Template will be included in the Transition Plan.
IPsec	Internet Protocol Security (IPSec) is a framework of open standards for helping to ensure private, secure communications over Internet Protocol (IP) networks through the use of cryptographic security services. IPSec supports network-level data integrity, data confidentiality, data origin authentication, and replay protection. Because IPSec is integrated at the Internet layer (layer 3), it provides security for almost all protocols in the TCP/IP suite, and because IPSec is applied transparently to applications, there is no need to configure separate security for each application that uses TCP/IP. IPSec helps provide defense-in-depth against Network-based attacks from untrusted computers, attacks that can result in the denial-of-service of applications, services, or the network, data corruption and data theft.
IPv4	Internet Protocol Version 4 (IPv4) is the fourth revision of the IP and a widely used protocol in data communication over different kinds of networks. IPv4 is a connectionless protocol used in packet-switched layer networks, such as Ethernet. It provides the logical connection between network devices by providing identification for each device. There are many ways to configure IPv4 with all kinds of devices - including manual and automatic configurations - depending on the network type.
IPv6	Internet Protocol version 6 (IPv6) is the latest revision of the Internet Protocol (IP), the communications protocol that provides an identification and location system for computers on networks and routes traffic across the Internet. IPv6 was developed by the Internet Engineering Task Force (IETF) to deal with the long-anticipated problem of IPv4 address exhaustion.
Lansing Metropolitan Area Network (LMAN)	A network that interconnects users with computer resources in the Lansing area and surrounding regions larger than that covered by even a large local area network (LAN) but smaller than the area covered by a wide area network (WAN). The term is applied to the interconnection of networks in a city into a single larger network (which may then also offer efficient connection to a wide area network). It is also used to mean the interconnection of several local area networks by bridging them with backbone lines. The latter usage is also sometimes referred to as a campus network.
Latency	The amount of time it takes for the host server to receive and process a request for a page object. The amount of latency depends largely on how far away the user is from the server.
Layer 3 device	A device in the Network layer of the commonly-referenced multilayered communication model, Open Systems Interconnection (OSI). The Network layer is concerned with knowing the address of the neighboring nodes in the network, selecting routes and quality of service, and recognizing and forwarding to the Transport layer incoming messages.

Local Area Network (LAN)	A computer network limited to the immediate area, usually the same building or floor of a building.
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Local Exchange Carrier (LEC)	A regulatory term in telecommunications for the local telephone company.
Local Government Network (LGNet)	An Extranet VPN with a separate head-end in Lansing, secured from the intranet by its own set of firewalls and is used to manage unsecured connections to all units of local government accessing State applications.
Local Public Entity (LPE)	A publicly funded unit of government, including counties, cities, townships, schools and others, that partner with the State to establish shared networking solutions.
Management Information Base (MIB)	Assembles monitoring data into meaningful packages to simplify its analysis. An MIB is a database containing object identifier (OID) information. Depicted as a hierarchical structure, the MIB is the "tree" and each object is a "leaf," identified by an OID. Levels within the MIB are assigned by different organizations. The top-level MIB OIDs belong to various standards organizations, while lower-level OIDs belong to various organizations such as network equipment manufacturers, who assign OIDs that extend the MIB with proprietary values.
Mbps	A measure of data transfer speed (a megabit is equal to one million bits). Network transmissions, for example, are generally measured in Mbps.
Medium alarm	One of a group of alarm conditions that are considered the third most severe of all reportable alarms. Medium alarms affect a single or small number of subscribers who connect to the reporting node.
Megabits	A million binary pulses, or 1,000,000 (that is, 10 ⁶) pulses (or "bits"). It's commonly used for measuring the amount of data that is transferred in a second between two telecommunication points. For example, a U.S. phone company T-carrier system line is said to sustain a data rate of 1.544 megabits per second. Megabits per second is usually shortened to Mbps.
Memorandum of Understanding (MOU)	An agreement between parties that replaces a contract, in this case between the State of Michigan and another LPE with which the State wishes to integrate networks.
Michigan Occupational Safety and Health Administration (MIOSHA)	A state government agency that regulates workplace safety and health in the U.S. state of Michigan. Michigan OSHA is an agency within the Michigan Department of Licensing and Regulatory Affairs (LARA) and operates under a formal state-plan agreement with the Occupational Safety and Health Administration (OSHA).
Move, Add, Change (MAC)	A service that provides moves, adds and changes of network hardware and software: MACs include Hard MACs and Soft MACs.
Multicast services	Provide the ability to broadcast one or more media streams to multiple users simultaneously within a geographical region.
Multiprotocol Label Switching (MPLS)	Multiprotocol Label Switching is a network mechanism for directing and carrying data between network nodes. MPLS simplifies creation of virtual links between nodes. MPLS encapsulates packets of different network protocols. MPLS assigns labels to data packets to help control packet forwarding without having to examine packet contents. This lets end-to-end circuits cross any transport medium, using any protocol, and lets networks carry different types of data. MPLS operates between layer 2 (data link layer) and layer 3 (network layer) of the OSI model.
Near Real Time Monitoring	Near real time monitoring enables a company to record network traffic, check server availability, and monitor a network's performance, customize alarms which can send out notifications of problems or a specified threshold is being crossed.
NetFlow	A network protocol developed by Cisco Systems to run on Cisco IOS-enabled equipment for collecting IP traffic information. It is proprietary but supported by platforms other than IOS, such as Juniper routers, Linux or FreeBSD, and OpenBSD.
Network Address Translation (NAT)	Network Address Translation is the process where a network device, usually a firewall, assigns a public address to a computer (or group of computers) inside a private network. The main use of NAT must limit the number of public IP addresses an organization or company must use, for both economy and security purposes.
Network Assessment	Typically, a thorough network assessment involves a combination of people performing customer interviews, data collection, data analysis, report generation and recommendations.

Network Backbone	The network backbone is a part of computer network infrastructure that interconnects various pieces of network, providing a path for the exchange of information between different LANs or subnetworks. A backbone can tie together diverse networks in the same building, in different buildings in a campus environment, or over wide areas. Normally, the backbone's capacity is greater than the networks connected to it.
Network interface device (NID)	A device that serves as the demarcation point between the Carrier's local loop and the customer's premises wiring.
Network Management System (NMS)	Network Management System is a combination of hardware and software used to monitor and administer a network.
Network Node	A physical network node is an active electronic device attached to a network that can send, receive, or forward information over a communications channel, such as a router, switch, workstation, or server.
Network Security Zones	The network security zones are defined to minimize network complexity, to ensure effective and efficient delivery of network services, to promote interoperability and to provide a consistent level of security for services provided within and across Zones. Zones boundaries are well-defined and respect assigned accountabilities for network security.
Network Service Provider Infrastructure	Means the Core, NOCs, NIDs, NMS's, Network Backbone and other Service Integrator, WAN Service Provider, and/or Enterprise Internet Service Provider common infrastructure used to provide the Services and any enhancements made to the same. SOM shall have no right, title or interest in the Network Service Provider Infrastructure.
Network Throughput	Network Throughput refers to the volume of data that can flow through a network. Network Throughput is constrained by factors such as the network protocols used, the capabilities of routers and switches, and the type of cabling, such as Ethernet and fiber optic, used to create a network. Network Throughput in wireless networks is constrained further by the capabilities of network adapters on client systems.
Network transport methods	Network transport methods are technologies that networks may choose to use to permit data streams to simultaneously carry different kinds of data in one stream, to raise efficiency. Different transport methods work on different layers of the OSI model.
Networking Operations Center (NOC)	Network operations center – An NOC typically oversees a network's operation, service quality, and correct data delivery.
Core	New core is the central part of a telecommunication network that provides various services to customers who are connected by the access network. Core/backbone network provides paths for the exchange of information between different sub-networks. For enterprise private networks serving one organization, the term backbone is more used, while for service providers, the term core network is more used.
Normal State Business Hours	Normal State working hours, depending on the State Remote Site, are 8:00 a.m. to 5:00 p.m. Daylight Saving Time, Monday through Friday.
Object Identifiers (OID)	Object identifiers uniquely identify managed objects in an MIB hierarchy.
Occupational Safety and Health Administration (OSHA)	Public Act allowing OSHA to issue workplace health and safety regulations. These regulations include limits on chemical exposure, employee access to information, requirements for the use of personal protective equipment, and requirements for safety procedures.
Outage	An occurrence within the Contractor Network, the Contractor-managed Equipment, and/or the Contractor provided access that results in the inability of the State to transmit or receive IP packets for more than one minute.
Physical LAN interface	A device that serves as a common interface for various other devices within a local area network (LAN), or as an interface to allow networked computers to connect to an outside network.

Point of Presence (POP)	An access point from one place to the rest of the Internet. A POP necessarily has a unique Internet Protocol (IP) address. The Internet service provider (ISP) or online service provider has a point-of-presence on the Internet and probably more than one. The number of POPs that an ISP or OSP has is sometimes used as a measure of its size or growth rate. A POP may actually reside in rented space owned by the telecommunications carrier (such as Sprint) to which the ISP is connected. A POP usually includes routers, digital/analog call aggregators, servers, and frequently frame relays or ATM switches.
Port	The physical location where information goes into or out of a computer, or both.
Portal	A Web site that is or is intended to be the first place people see when using the Web. Typically, a "portal site" has a catalog of web sites, a search engine, or both. Many portals let users enter and change content.
Problem	A cause of one or more Incidents. The cause is not usually known at the time a Problem Record is created, and the Problem Management Process is responsible for further investigation.
Problem Management Process	Means the process described in Section D.1.b of this SOW.
Problem Record	A record of the details and history of a Problem stored in the Contractors tools.
Purchased Equipment	Any equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.
Quality	The ability of the Service to provide the intended value
Quality of Service (QoS)	Quality of Service is the idea that transmission rates, error rates, and other characteristics can be measured, improved, and, to some extent, guaranteed in advance. QoS is of particular concern for the continuous transmission of high-bandwidth video and multimedia information.
Remote Network Monitoring (RNM)	Provides standard information that a network administrator can use to monitor, analyze, and troubleshoot a group of distributed local area networks (LANs) and interconnecting lines from a central site. RMON specifically defines the information that any network monitoring system must be able to provide. It's specified as part of the Management Information Base (MIB).
Root Cause Analysis (RCA)	A method of problem solving that tries to identify the root causes of faults or problems that cause operating events. RCA practice tries to solve problems by attempting to identify and correct the root causes of events, as opposed to simply addressing their symptoms. By focusing correction on root causes, problem recurrence can be prevented. RCFA (Root Cause Failure Analysis) recognizes that complete prevention of recurrence by one corrective action is not always possible.
Router	A special-purpose computer (or software package) that handles the connection between two or more packet-switched networks: Routers spend all their time looking at the source and destination addresses of the packets passing through them and deciding which route to send them on.
Secure Shell (SSH)	A cryptographic network protocol for secure data communication, remote shell services or command execution and other secure network services between two networked computers that connects, via a secure channel over an insecure network, a server and a client (running SSH server and SSH client programs, respectively).
Service Activation Date	The date the Service component or feature is made available by Contractor for use by SOM.
Service(s)	Shall have the meaning given to it in Section 1.104 WORK DELIVERABLES – SERVICE INTEGRATOR.
Service Group Availability (SGA)	Used to measure service performance.
Service Group Down Time (SGD)	The total number of out-of-service hours for a given Service Group divided by the total number of site service hours, within service Group x 100.

Service Integrator	The Service Integrator is a single vendor responsible for the smooth provisioning and operation of a multi-sourced provider environment. The Service Integrator facilitates, coordinates, and operates a multi-sourced network on behalf of the State. The State provides governance of the operation and management of the network and the Service Integrator provides best-in-class practices, tools, and design/operation consultation.
Service Level Agreements (SLA)	Contract between a network service provider and a customer that specifies, usually in measurable terms, what services the network service provider must furnish. Many Internet service providers (ISP)s provide their customers with an SLA. More recently, IS departments in major enterprises have adopted the idea of writing a service level agreement so that services for their customers (users in other departments within the enterprise) can be measured, justified, and perhaps compared with those of outsourcing network providers.
Service Level Objective (SLO)	Service level objective – one specific area to be measured as an indicator of performance to agreement commitments, often this is one of many in a service level agreement. SLOs do not have any financial penalties if they are not achieved.
Simple Network Management Protocol (SNMP v3)	The protocol developed to manage nodes (servers, workstations, routers, switches and hubs etc.) SNMP Version 3 (SNMPv3) adds security and remote configuration capabilities to the previous versions. The SNMPv3 architecture introduces the User-based Security Model (USM) for message security and the View-based Access Control Model (VACM) for access control. The architecture supports the concurrent use of different security, access control, and message processing models. More specifically: authentication and privacy authorization and access control administrative framework and naming of entities.
Simple Network Management Protocol (SNMP)	Simple Network Management Protocol is a UDP-based network protocol. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.
Soft MAC	Means a single software MAC performed remotely by Contractor to Equipment.
SOM	State of Michigan
State Remote Sites	Means those State owned or occupied physical locations at which Contractor provides WAN Services in accordance with the SOW.
Sub-Interface	Logical interface that uses the "parent" physical interface for actually moving the data.
Switch	Network bridge that processes and routes data at the data link layer (layer 2) of the OSI model. Switches that additionally process data at the network layer (layer 3 and above) are often referred to as Layer 3 switches or multilayer switches. A switch is a bridge with multiple ports.
Switch Uplink Utilization	Bandwidth used between switches within a Local Area Network (LAN).
Synchronous Optical Networking (SONET)	A standard multiplexing protocol based on the ITU-T standard that enables transfer of digital data streams over optical fiber using lasers or light-emitting diodes. SONET lets the network transport many circuits of different origin together in one frame protocol. SONET operates on the physical OSI layer. It is a transport protocol, not a telecommunications protocol.
Syslog	A protocol for logging, monitoring, and security messages from network devices
Telecommunications Industry Association (TIA)	Accredited by the American National Standards Institute (ANSI) to develop voluntary, consensus-based industry standards for a wide variety of Information and Communication Technologies (ICT) products, and currently represents nearly 400 companies.
The Latency Compliancy Rate (LCR)	Total number of edge router service hours (8,760 per year) where, on a per-site basis, average latency exceeded threshold, divided by the total number of edge router service hours.
Third Party Service	A service provided directly to Customer by a third party under a separate agreement between Customer and the third party.
Time to Repair (TTR)	Measurable time a trouble ticket is established at the Service Integrator's Network Operations Center (NOC) through any means until the Service Integrator's trouble ticket is changed to resolved status after site validation.

Transport Device	Transport devices, usually bridge, gateway, are components used in Transport Layer of a network.
Transport Mechanism	A network device that operates at the Transport Layer of TCP/IP and can be thought of as a vehicle with the responsibility to make sure that its transmitted contents reach their destination safely and soundly.
Transport Services	Means separately contracted for telecommunications interconnection services.
Underwriters Laboratories (UL)	A safety consulting and certification company. UL provides safety-related certification, validation, testing, inspection, auditing, advising and training services to a wide range of clients, including manufacturers, retailers, policymakers, regulators, service companies, and consumers.
Uninterruptible Power Supply (UPS)	An uninterruptible power supply, also uninterruptible power source, UPS or battery/flywheel backup is an electrical apparatus that provides emergency power to a load when the input power source, typically mains power, fails. A UPS differs from an auxiliary or emergency power system or standby generator in that it must provide near-instantaneous protection from input power interruptions, by supplying energy stored in batteries or a flywheel.
Urban Cooperation Act of 1967	A State of Michigan legislative act that provides for inter-local public agency agreements; to provide standards for those agreements and for the filing and status of those agreements; to permit the allocation of certain taxes or money received from tax increment financing plans as revenues; to permit tax sharing; to provide for the imposition of certain surcharges; to provide for additional approval for those agreements; and to prescribe penalties and provide remedies.
Urgent alarm	Alarm condition that may affect most or all subscribers connecting to the reporting node.
User Datagram Protocol (UDP)	One of the core members of the Internet Protocol suite, the set of network protocols used for the Internet. With UDP, computer applications can send messages to other hosts on an Internet Protocol (IP) network without requiring prior communications to set up special transmission channels or data paths.
Virtual interface	Virtual interfaces resemble tunnels for granting and restricting access into a network. They separate the data sent over shared optical and IP networks into different destinations and control access to those destinations. Examples include virtual private networks (VPNs) and virtual LANs (VLANs).
Virtual Local Area Network (VLAN)	A network of computers that behave as if they are connected to the same wire though physically located on different LAN segments. VLANs are configured through software rather than hardware, which make them very flexible.
Virtual Private Network (VPN)	A network in which some of the parts of the network, often a remote user, are connected using the public Internet, but the data sent across the Internet is encrypted, so making the entire network "virtually" private.
Virtual Routing and Forwarding (VRF)	A technology that allows multiple instances of a routing table to co-exist within the same router at the same time. Because the routing instances are independent, the same or overlapping IP addresses can be used without conflicting with each other.
WAN Jitter	A measure of the variability over time of the packet latency across a network. Packet jitter is expressed as an average of the deviation from the network mean latency. Another term is packet delay variation.
WAN Design	Means Exhibit F – Contractor Technical Solutions Document to this SOW
WAN packet loss	Packet loss occurs when one or more packets of data traveling across a computer network fail to reach their destination. Packet loss is distinguished as one of the three main error types encountered in digital communications, the other two being bit error and spurious packets caused due to noise.
Wavelength Division Multiplexing (WDM)	Wavelength-division multiplexing is a technology that multiplexes (combines several into one, for efficiency) multiple optical carrier signals on a single optical fiber by using different colors of laser light to carry different signals. This allows multiplication in capacity and enables bidirectional communications over one fiber strand.
Web caching	Web cache is a mechanism for the temporary storage (caching) of web documents, such as HTML pages and images, to reduce bandwidth usage, server load, and perceived lag. A web cache stores copies of documents passing through it; subsequent requests may be satisfied from the cache if certain conditions are met.

Wide Area Network
(WAN)

Means the SOM wide area network that interconnects an area larger than a single building or campus (e.g., between State Remote Sites).

Work Product	Means the physical embodiment of data compilations, reports and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the Services required by the contract.
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Article 2 - Terms and Conditions

2.000 Contract Structure and Term

Bidder shall check only 1 box below, and identify exception(s) in regard to Article 2	
	I have reviewed Article 2 and agree to the State's terms with no exceptions.
X	I have reviewed Article 2 and have identified all exceptions per the instructions below. I have identified all exceptions and revisions to Article 2 as tracked changes. I understand this could impact the State's ability to award a contract to my firm by considering my proposal, and furthermore the State reserves the right to deduct as much as five (5) points from my technical score for any exception or revision to Article 2. Furthermore, I understand that, if the State awards to my firm, and if the State and my firm cannot reach agreement on all excepted or revised Article 2 Terms and Conditions within fifteen (15) business days of Notice of Recommendation, then the State reserves the right, at its sole discretion, to rescind the Award and to re-award to the next-most qualified bidder.

Bidder shall provide a statement that a Certificate of Insurance will be provided as a condition of award has been included (referenced in Section 2.133).	
Bidder Response:	AT&T agrees to provide a Certificate of Insurance as a condition of award.

2.1 CONTRACT TERM

This Contract is for a period of 5 years beginning upon mutually signed Contract. 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.

2.2 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.

2.3 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.

2.4 ATTACHMENTS & EXHIBITS

Overview of Documents. This Article 2 (Terms and Conditions) and the following additional documents are incorporated in their entirety and form part of this Contract.

- (a) Article 1 (Statement of Work)
- (b) Attachments and Exhibits to Article 1 (Statement of Work) including Pricing Schedules
- (c) Service Guides incorporated in the Pricing Schedules
- (d) 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 Exhibit A 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 received written notification of such amendment. 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.
- (e) Guidebooks

2.5 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 Statement of Work. 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.

2.6 ORDER OF PRECEDENCE

The Contract, including the documents referenced in 2.004 above 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: Article 1 excluding the Service Guides referenced therein; Article 2; the AUP; Guidebooks; and then the Service Guides. 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 Article 1 and Article 2 , and shall not be deemed supplemented by, any provisions regarding the same subject matter in any other document.

2.7 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.

2.8 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not the 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.



2.9 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.

2.10 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.

2.11 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.

2.12 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

2.21 ISSUING OFFICE

This Contract is issued by the Department of Technology, Management and Budget, Procurement and Telecommunications (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
Buyer
Procurement



Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: breenm@michigan.gov
Phone: 517-241-7720

2.22 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:

CCI Scott Hall
Manager of Administrative Services
Department of Technology, Management, and Budget-
Network and Telecommunications Services
Hannah Building, Lansing Michigan 48909
Email: Halls9@michigan.gov
Phone 517-241-4255

2.23 PROJECT MANAGER

The following individual will oversee the project:

Project Manager TBD
Department
(Address)
Email
Phone
Fax



2.24 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. 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 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 applicable Contract Labor Rates shall apply to the provision of such Services, unless specifically modified in a written Contract Change Notice. 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.



2.25 NOTICES

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system; or (v) on the day the transmission is sent, if by electronic transmission for which receipt is electronically confirmed.

State:
State of Michigan
Procurement
Attention:
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
Name:
Address:

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

2.26 BINDING COMMITMENTS

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon giving written notice.

2.27 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.



2.28 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.

2.29 ASSIGNMENTS

Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department 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 General Provisions

2.31 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 all Services 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 will 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. The Contractor will not be responsible for collecting or remitting this administrative fee from any Managed Third Party.

Itemized purchasing activity reports will 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.

2.32 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.

2.33 CONTRACT DISTRIBUTION

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.



2.34 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.

2.35 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. The State acknowledges that it has actual knowledge of the Service Guides for the Contractor Services referenced in this Contract and the Contractor's Acceptable Use Policy as they exist at the time of Contract execution.

2.36 FUTURE BIDDING PRECLUSION

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.37 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").

2.38 DISASTER RECOVERY

The Contractor will adhere to the Telecommunications Service Priority (TSP) program and provide for the rapid provisioning and restoration of services to customers having a national security and emergency preparedness function. Reference the requirements set forth in Telecommunication Service Priority (TSP) Service Exhibit – Title 47 Part 64. Specifically, Contractor will work with the State to prioritize circuits with TSP



markings. Contractor will make sure the State has the proper forms filled out and sends in accurate information to obtain the TSP markings. Upon approval, Contractor will process the TSP orders and confirm them with the State.

2.040 Financial Provisions

2.41 FIXED PRICES FOR SERVICES/DELIVERABLES

- a. Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.
- b. 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. 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.
- c. 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, and the Michigan State Access Fund (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. Contractor will notify the State when such changes occur and such changes, as they were filed in Contractor's Service Guide, will be added to this Contract through Contract Change Management.



At the end of the Contract Term, 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.

2.42 ADJUSTMENTS FOR REDUCTIONS IN SCOPE OF SERVICES/DELIVERABLES

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

2.43 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,

2.44 INVOICING AND PAYMENT – IN GENERAL

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) 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.
- (c) Correct 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.

- (d) 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. 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 the State 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.
- (e) 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. Upon delivery of such notification to Contractor, the State’s obligation to pay such amounts will be stayed pending final resolution in accordance with the following procedure:

Disputes concerning invoices shall be addressed by the Billing Operations Manager, as defined in the Operations Plan (the “Billing Operations Manager”). If the dispute cannot be resolved by the Billing Operations Manager within thirty (30) days from the referral to the Billing Operations Manager, the dispute may be escalated to the parties’ representatives as specified below.

Escalation Path:

Tier	AT&T	State	TIME TO ADDRESS
First	Delivery Executive	Contract Compliance Inspector	30 days
Second	Account Manager	Network and Telecommunications Services Division Director	15 days



Third	Sales	DTMB CTO	15 days
	Manager		

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.

- (f) 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 Management & Budget. This activity shall occur only upon the specific written direction from DTMB-Procurement.

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.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.45 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.



2.46 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.

2.47 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.

2.48 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).

2.49 TECHNOLOGY AND RATE REVIEW

Technology and Rate Review

At the SOM’s option and upon its written request, the parties shall meet ninety (90) days before the following Contract Months: 24, 42, 60, 78, and 96 (if applicable) (“Technology and Rate Review Meetings”).

Rate Review

- (a) During the Technology and Rate Review Meeting, acting in good faith, the parties will seek to determine whether (and, if so, what) changes to the Rates and Charges and/or financial terms and conditions are appropriate in light of then-current service alternatives and pricing available from Contractor and its principal competitors in the marketplace for communications services. The intent of the parties is that the Rates and Charges in the Contract for the Services, taken as a whole, remain competitive throughout the term of the Contract with the rates and charges available in the marketplace for comparable services. Subject to its confidentiality obligations to other customers, Contractor agrees to provide the SOM with pricing and other information relevant to this review. The SOM may also provide supporting information including that from third-parties.



- (b) If the parties determine that changes in the Rates and Charges, and/or financial terms and conditions are appropriate, they will execute an amendment to the Contract. Any changes in Rates and Charges and/or financial terms and conditions agreed to pursuant to this Section must conform to Applicable Laws.
- (c) If the parties cannot agree upon changes in the Rates and Charges within the ninety- (90) day period, the then-current Rates and Charges will remain in effect.
- (d) This provision does not constitute a waiver of any charges, including shortfall charges, incurred by the SOM prior to the time the parties agree to change the applicable rates, charges or commitments and the effectiveness of any such contract revision.

Technology Review

During each Technology and Rate Review meeting Contractor shall present written recommendations to the SOM that Contractor believes will improve the efficiency and cost-effectiveness of the Service, including bringing to the SOM’s attention any changes to the Service or Additional Services applicable to Services that Contractor believes may be of value to the SOM. Contractor shall also offer advice concerning optimization where Contractor believes that the Service then being used by the SOM does not appear to be the most technically or economically appropriate for addressing a known business communications need. In the event the SOM desires to accept any of the recommendations presented by the Contractor, such changes will be addressed through the Contract Change Management process.

SLA Review

During each Technology and Rate Review meeting the parties will review the Service Levels, performance history and any other considerations relating to the Service Levels raised by either Party.

The parties may mutually agree to change, add, and/or remove Service Levels based on any improved performance capabilities associated with advances in the technology and methods used to perform the Services; and to reflect any improvements in Contractor’s performance of the Services against the then-current Service Level metrics. In the event the parties agree to make changes to the Service Levels, such changes will be addressed through the Contract Change Management process.

2.050 Taxes

2.51 EMPLOYMENT TAXES

Contractor shall collect and pay all applicable federal, state, and local employment taxes required for its employees.



2.52 SALES AND USE TAXES

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 company 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 company 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

2.61 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.

2.62 CONTRACTOR KEY PERSONNEL

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project.
- (c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any



other relevant information about the individual reasonably requested by the State and subject to applicable privacy laws and other legal restrictions regarding disclosure of personal information. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable based on legitimate good faith reasons, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.

- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying Non-Key Personnel, who are dedicated primarily to the Project, to other projects.

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

The State reserves the right to require the removal from the Project of Contractor personnel 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 the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. 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.

2.64 CONTRACTOR PERSONNEL LOCATION

All staff assigned by Contractor to work on the Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.65 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.

2.66 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's security policies, 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 or operation 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.

2.67 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. Contractor's duties shall include monitoring and reporting the State's



performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

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.

**2.68 CONTRACTOR RETURN OF STATE
EQUIPMENT/RESOURCES**

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.71 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.

2.72 STATE CONSENT TO DELEGATION

Contractor shall not delegate any duties under this Contract to a Subcontractor unless DTMB Procurement has given written consent to such delegation. DTMB Procurement shall advise Contractor in writing of its decision no later than 45 days after 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 commercially reasonable 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.

2.73 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. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, is attached.

2.74 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.

2.075 COMPETITIVE SELECTION

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.



2.080 State Responsibilities

2.81 EQUIPMENT

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

2.82 FACILITIES

The State must designate space as long as it is available and as provided in the Statement of Work, 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 an applicable Statement of Work, 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 Statement of Work, will have the Site ready for Contractor to perform its work according to a mutually agreed schedule.

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. Results of background checks and drug screens will be



returned to the Contractor. The investigations shall include Michigan State Police Background checks (ICHAT), drug tests and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check.

The drug screening shall include testing for the presence of the following substances by a National Institute on Drug Abuse certified laboratory:

- (a) Amphetamines
- (b) Cocaine
- (c) Marijuana
- (d) Opiates
- (e) Phencyclidine

Contractor will present attestation of satisfactory completion of such tests. The Contractor must pay for all costs associated with ensuring its staff meets all requirements.

Any request for background checks and drug tests described above shall be initiated by the State and shall be reasonably related to the type of work requested.

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 (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) 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.

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

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 (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) 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 (v) 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 (i) promptly provides the furnishing party with notice of the legal request, and (ii) 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 (i) use commercially reasonable efforts to promptly cure any deficiencies and (ii) 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.

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

2.111 INSPECTION OF WORK PERFORMED

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or



evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.112 RETENTION OF RECORDS, INSPECTION, EXAMINATION, AND AUDIT

- (a) Under MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Such an audit will not occur more than once every 12 months. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 3 years after the latter of termination, expiration, or final payment under this Contract or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.
- (b) Subject to Contractor's reasonable security and access requirements, within 10 business days of providing written notice, which shall include a description of the scope of the audit and identity of the types of records to be reviewed, the State and its authorized representatives or designees shall have reasonable access to the sites from which Contractor is delivering the Services , and examine, copy, and audit all records related to this Contract and the scope of the audit as identified in the notice herein. Contractor must cooperate and provide reasonable assistance. Subject to Section 2.115(b), each Party will bear its own costs in relation to an audit undertaken in accordance with this Section.
- (c) DTMB may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of Contractor's Confidential Information. DTMB shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties.
- (d) Contractor may redact from the records provided to DTMB any information that reveals the identity or confidential information of other Contractor’s customers or other Contractor information that is not relevant to the purposes of the review.



2.113 RESERVED

2.114 AUDIT RESOLUTION

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the parties agree to a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.115 ERRORS

- (a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit within two (2) billing cycles. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable and documented audit costs provided such payments shall not exceed \$50,000 per year.

2.120 Warranties

2.121 WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants:

- (a) 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 the performance and operational standards required under this Contract.



- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) 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.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) All publically available financial statements and reports 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.
 - (l) 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.
 - (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments. Contractor further 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.
 - (n) 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.
 - (o) **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 COVERAGE

Contractor shall purchase and maintain insurance at Contractor's expense for at least the following types and amounts of insurance coverage, which amounts shall be limits set forth in this Section 2.131 or required by law, whichever is greater:



- (a) Commercial General Liability Insurance (including premises/operations liability, independent contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability and extended bodily injury and death coverage) in an amount of \$2,000,000 per occurrence and \$4,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.
- (b) Workers Compensation insurance (Including workers' disability compensation, disability benefit and other similar employee benefits) covering Contractor's employees in an amount not less than the limits required by law and Employers Liability Insurance covering Contractor's employees in an amount of \$500,000 per accident/ \$500,000 per disease, per employee/ \$500,000 per disease, policy limits. A non-resident Subcontractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State, Contractor and its Subcontractors shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (c) Professional Liability Insurance issued to and covering the liability of Contractor for errors or omissions committed by Contractor, its agents and employees, in the performance of this Contract. The policy shall have limits of liability of \$1,000,000 per claim or wrongful act and in the aggregate.
- (d) Computer Crime Insurance providing coverage for which Contractor has been found to be legally liable to the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor, acting alone or in collusion with others in an amount of \$2,000,000, provided, however, that Contractor may self-insure this requirement by reason of deductible or otherwise, in which event such insurance will not be reflected on a certificate of insurance.
- (e) Commercial Automobile Liability Insurance or qualified self insurance including coverage for owned, hired and non-owned vehicles with a combined single limit minimum of \$1,000,000 per occurrence for bodily injury, personal injury and property damage or as required by law.
- (f) Umbrella Liability Insurance in an amount of \$5,000,000, per occurrence and in the aggregate which shall apply, at a minimum, to the insurance required by Sections 2.131(a) and (e).

The insurers selected by Contractor shall have an A.M. Best rating of A-, or as otherwise approved in writing by the State, or better or, if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.



2.132 SUBCONTRACTOR INSURANCE COVERAGE

. Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall endeavor to require all of its Subcontractors while working hereunder to purchase and maintain the insurance coverage as described in Section 2.131 for each Contractor in connection with the performance of work by such Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on each coverage required in Section 2.131.

2.133 CERTIFICATES OF INSURANCE

Within thirty (30) days after the Effective Date of this Contract. Contractor shall furnish to the State Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the ""Certificates"). If any of the insurance required herein is cancelled or nonrenewed, Contractor shall replace such insurance so that there is no lapse in coverage, and shall provide to the Purchasing Operations a revised certificate of insurance evidencing same. Within thirty (30) days following the execution of this Contract, and every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are included as additional insureds as respects work of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the insurer's attorney is asked to represent, the State, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall renew or secure tail coverage for a total of two years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such Insurance.



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, losses, 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 (i) 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, (ii) 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. The Contractor shall not be liable to the State for any consequential damages arising out of claims brought by third parties in connection with section 2.141(ii) above.

2.142 RESERVED

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 INFRINGEMENT REMEDIES

- (a) 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.
- (b) 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, Contractor must, at Contractor's sole cost and expense:



- (i) 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
- (ii) modify or replace 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.
- (c) 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: (i) 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 ; (ii) 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.
- (d) 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.
- (e) Contractor will have no liability for any claim of infringement arising solely from:
 - (i) Contractor’s compliance with any designs, specifications, or instructions of the State;
 - (ii) 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;
 - (iii) Content provided by the State, its Affiliates or a user in connection with the Services provided by Contractor hereunder; or
 - (iv) 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; (i) participate in the defense of the proceeding; (ii) employ its own counsel; and to (iii) 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 reasonable 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 sole 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

- (a) 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 (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), and (ii) fails to cure a breach within a reasonable time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all reasonable 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.
- (c) 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.
- (d) 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 (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or



misrepresentation, by inclusion or non-inclusion, of information material to a response to a Contract entered into with 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

- (a) 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).
- (b) 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.
- (c) 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, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private 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

- (a) 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.

- (b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for (i) all charges due for Services provided before the effective date of termination; (ii) 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 (iii), 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.

- (c) 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 reasonable judgment deem expedient.

2.158 RESERVATION OF RIGHTS

Any termination of this Contract or any Statement of Work 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 OR SUSPENSION BY CONTRACTOR

If the State materially 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 material 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 (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) 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 (iii) 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:

- (i) so compelled by a court order or governmental demand;
 - (ii) Contractor reasonably and in good faith determines that it is likely to be exposed to civil, criminal or regulatory sanctions or prosecution;
 - (iii) 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
 - (iv) 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.

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 365 days. These efforts must include, but are not limited to, those listed in Section 2.150.

2.172 CONTRACTOR PERSONNEL TRANSITION

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the



continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

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.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) 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: (a) cancel the stop work order; or (b) 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: (a) 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 (b) 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 Statement of Work 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 (a) the claim is made in good faith, (b) 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 (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 INFORMAL DISPUTE RESOLUTION

- (a) 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:
- (1) 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.
 - (2) 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.
 - (3) 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.
- (b) 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.
- (c) 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.

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

The rates of wages and fringe benefits to be paid to each class of construction mechanics by the Contractor cannot be less than the wage and fringe benefit rates issued by the Michigan Department of Licensing and Regulatory Affairs, Wage/Hour Division (or its successor department) pursuant to MCL 408.551 et seq., in its schedule of occupational classification and wage and fringe benefit rates for the locality in which the work is to be performed

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

- A. 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 AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED, DURING ANY TWELVE MONTH PERIOD, TO PROVEN DIRECT DAMAGES EQUAL TO THE GREATER OF: (i) \$15,000,000.00; OR (ii) THE TOTAL AMOUNT OF FEES PAID TO CONTRACTOR DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE. 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.
- B. 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 COMMERCIALY PREVAILING MARKET RATES..



2.222 DISCLAIMER OF LIABILITY

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, (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS CONTRACT); 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.

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 actual 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: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) 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:



- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) 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:
 - (1) 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
 - (2) 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.
- (c) Contractor shall make the following notifications in writing:
 - (1) 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.
 - (2) 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.
 - (3) 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:

- (a) the Contractor files for protection under the bankruptcy laws;



- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) in the event of (a) thru (d) 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

- (a) 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 Exhibits governing the work, and with professional quality.
- (b) 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.
- (c) 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 SERVICE LEVEL AGREEMENT (SLA)

- (a) SLAs will be completed with the following operational considerations:
 - (1) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined or where events are described as SLA Exclusions in the applicable Statement of Work; Incident means any interruption in Services.



- (2) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (3) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (4) Time period measurements will start when Incident trouble tickets are created in the Contractor's ticketing system and end when the Contractor resolved the incident and records such time period in the Contractor's trouble ticketing system. All time period measurements will be measured over a 24x7x365 time period and measurement will be suspended based on any of the following:
 - (i) Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - (ii) Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.
- (b) Chronic Failure will be defined as three unscheduled outage(s) or interruption(s) on any individual Service at the same location for the same reason or cause over a rolling 30 day period ("Chronic Failure"). Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service will not affect any tiered pricing levels.
- (c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.
- (d) All decimals must be rounded to two decimal places with five and greater rounding up and four and less rounding down unless otherwise specified.



2.243 LIQUIDATED DAMAGES FOR UNAUTHORIZED REMOVAL OF KEY PERSONNEL

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Section 2.152, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under Section 2.060 and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

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 Contractor cannot promptly provide a suitable temporary substitute for any Service interrupted due to an Excusable Failure reasonably anticipated to last more than forty-eight (48) hours, the State may, at its option, obtain substitute service from another provider, provided that (i) the State shall notify Contractor in writing prior to activating any temporary substitute service, and (ii) the State shall subscribe to such service for the minimum commercially available period that would cover the reasonably expected duration of the Excusable Failure based upon Contractor's good faith estimate thereof. Contractor's obligation to provide the affected Service shall be suspended for such period, and such obligation shall resume upon the later of the termination or expiration of the State's contracts with third parties for substitute service or the cessation of the Excusable Failure. Subject to any commitment for substitute services for the minimum commercially available period, the State shall resume use of the affected Service component promptly upon its restoration. Contractor shall not charge the State for any Service that is not provided as a result of an interruption excused by an Excusable Failure during the period of such interruption, nor shall Contractor charge the State any reactivation, reinstallation, or reconnection charge to resume use of the restored Service.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services for more than 30 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, then at the State's option and with advance written notice: (a) the State may procure the affected Services from an alternate source, and the State is not be liable for payment for the unperformed Services not provided under the Contract for so long as the delay in performance continues; and (b) the State may terminate the affected Services redeployed in accordance with (a) above and the charges payable will be equitably adjusted to reflect those Services terminated. . The termination rights provided in (b) 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 Approval of Deliverables

2.251 RESERVED

2.252 RESERVED

2.253 RESERVED

2.254 PROCESS FOR APPROVAL OF WRITTEN DELIVERABLES

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Written Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Written Deliverable is approved in the form delivered by Contractor or describing any deficiencies that shall be corrected prior to approval of the Written Deliverable (or at the State's election, subsequent to approval of the Written Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within five (5) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Written Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Written Deliverable to confirm that the identified deficiencies have been corrected.



2.255 RESERVED

2.256 RESERVED

2.260 Ownership

2.261 OWNERSHIP OF WORK PRODUCT BY STATE

Any Work Product delivered to the State by Contractor shall become the State's property, provided, however, that the design of any system, as well as any other pre-existing or newly-developed intellectual property of Contractor, its suppliers or its third parties, provided through the Contract or developed during the project remains the intellectual property of Contractor or its suppliers.

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 the purposes of this Contract. 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 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract.

2.270 State Standards

2.271 EXISTING TECHNOLOGY STANDARDS

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>;

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 by the State via the Centralized Electronic Payment Authorization System (CEPAS).



2.280 Extended Purchasing Program

2.281 EXTENDED PURCHASING PROGRAM

The Contract will be extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon mutual written agreement between the State of Michigan and the Contractor, this Contract may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities).

If extended, the Contractor must supply all goods and services at the established Agreement prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

The Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis

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 such 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 (a) the material is a Hazardous Material that may present a substantial danger, and (b) 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.).

2.300 Deliverables

2.301 RESERVED

2.302 RESERVED

2.310 Software Warranties

2.311 RESERVED

2.312 RESERVED

2.313 RESERVED

2.314 RESERVED



2.315 RESERVED

2.320 Software Licensing

2.321 RESERVED

2.322 RESERVED

2.323 RESERVED

2.324 RESERVED

2.325 RESERVED

2.330 Source Code Escrow

2.331 RESERVED

2.332 RESERVED

2.333 RESERVED

2.334 RESERVED

2.335 RESERVED

2.336 RESERVED

2.337 RESERVED

2.338 RESERVED

2.339 RESERVED

ATTACHMENT 6 – WIDE AREA NETWORK (WAN) SERVICES

Instructions for filling out the Requirements Worksheet

Bidders shall respond to this section within the Word form provided. Bidders shall respond to each requirement (row). Bidders shall not alter the structure or numbering system of the Word form. Failure to comply may result in the dismissal of the proposal.

The Requirements contained in this worksheet are divided into three Categories:

1. Service Integrator

- A. Procurement of Services
- B. Invoicing
- C. Contract Transition Plan and Administration
- D. Service Integrator Services
- E. Service Level Agreements
- F. Change Management
- G. Reports
- H. Continuity of Service/Disaster Recovery
- I. Optional Services
- J. Service Provider Integration

2. WAN Service Providers

- A. Procurement of Services
- B. Invoicing
- C. WAN Service Provider Managed Services
- D. Service Level Agreements
- E. Change Management
- F. Reports
- G. Continuity of Service/Disaster Recovery
- H. Optional Services

3. Enterprise Internet Service Providers

- A. Procurement of Services
- B. Invoicing
- C. Enterprise Internet Service Provider Services
- D. Service Level Agreements
- E. Reports
- F. Continuity of Service/Disaster Recovery
- G. Optional Services

A limited number of requirements are **Mandatory**. If a bidder cannot perform one or more of the mandatory functions, the bidder's proposal **will be dismissed in its entirety**.

Comments

The requirements have a column for comments. The State of Michigan is allowing the bidder the option to expand in writing on the functionality of its solution. Comments shall be limited to only those that pertain to the specific requirement. Comments should be clear and direct and be limited to no more than 250 words. Bidders may submit more detailed comments or promotional items separate from this

ATTACHMENT 6 – WIDE AREA NETWORK (WAN) SERVICES

form; however, additional comments and/or promotional materials will not be part of the formal evaluation process.

Definitions

Mandatory - the requirement must be present in the proposed solution, exactly as stated, or the solution will not be considered by the State of Michigan.

Expected - the requirement should be present in the proposed solution, exactly as stated, but the lack of the requirement would not disqualify the solution. However the lack of one or more expected requirements will reduce a solutions technical score.

Optional - the State of Michigan would like the requirement to be present in the proposed solution or provided through an alternative approach or future enhancement. Responses to optional requirements will not be considered as points for passing, failing, or meeting a threshold for further consideration. However, the inclusion of optional requirements will contribute to determining the solution providing the best value.

Other Definitions

State - The State refers to the State of Michigan or any associated State of Michigan Agency or any associated government entity.

Service Integrator - The Service Integrator will be authorized by the State to work on its behalf for ordering, delivery and installation of all products and services and all interconnections with WAN Service Providers. The Service Integrator must ensure that all network components are integrated to the satisfaction of the State. The SI will manage the State's Moves, Adds and Changes (MAC), break/fix, and all WAN endpoints. Specifically, The Service Integrator must perform monitoring, management, maintenance and reporting of the WAN, including edge devices, and the interface into the State's managed network.

The Service Integrator must provide its own Network Operations Center (NOC) with full-service desk support, including incident reporting and problem management, and a substantial amount of diagnostic and troubleshooting work with the ability to research existing products and software components. The Service Integrator will perform the functions of a Competitive Local Exchange Carrier (CLEC), have a contract with a CLEC, or be a CLEC itself. The Service Integrator must have the authority to order local loops and any related service(s) into an Incumbent Local Exchange Carrier (ILEC) territory.

NOTE:

The "Mandatory" and "Expected" requirements will become contractual obligations for the company(s) whose response(s) is accepted and signs a contract with the state. Those "Optional" requirements that are offered by the awarded Service Integrator/WAN Service Provider(s) and accepted by the state, will also be included in the contract(s) and made available to State and local users. In the event Optional items are purchased by the State or

ATTACHMENT 6 – WIDE AREA NETWORK (WAN) SERVICES

local users, these requirements will be incorporated into the project plan along with the Mandatory and Expected requirements for the purchase, and all ordered items/functions/services will be monitored for compliance as contractual obligations in the same manner regardless of their initial designation in the RFP for evaluation purposes.

Row Instructions

Bidder is not to alter

Column Instructions

Column A

This column indicates a numeric sequence of each function. Bidder is not to alter.

Column B

This column describes the function(s) desired in the parts and maintenance program.

Column C

This column indicates if a particular requirement is Mandatory, Expected or Optional. Bidder is not to alter.

Column D

This column indicates whether a bidder can comply with a particular requirement. Bidder is to enter either "yes" or "no".

Column E

This column indicates how a bidder will comply with a particular requirement. Bidder is to enter the appropriate Requirement Response (REQ Response), for each requirement with an A, B, C, D or E as defined below.

- A. Currently provided within the standard service.
- B. Currently provided as an enhancement to standard service at no additional cost.
- C. Currently provided as an enhancement to standard service at an additional cost detailed in the cost proposal.
- D. Not currently provided but will be added at the additional cost detailed in the cost proposal.
- E. Service will not be provided.

Column F

This column is provided for bidders to provide any additional information related to the solution. **Bidders are required to provide details or explanation in column F when, "Bidder response required:" is present.**

NOTE: It shall be assumed by the State that a blank cell indicates the requirement is not available.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
Service Integrator					
A. Procurement of Services					
1.0	The Service Integrator must provide a complete list of all services with related pricing that will be utilized as part of the WAN services solution, and make access to those services available to the State via a secure online portal	E	Yes	A	
2.0	The Service Integrator must provide consulting and design services for all WAN services provided by the Service Integrator, WAN Service Providers and Enterprise Internet Service Providers at no additional cost to the State.	E	Yes	A	As the Service Integrator providing overall governance of the State's WAN, ongoing design and consulting services will be provide for the in-scope services at no additional cost to the State.
3.0	<p>On each package sent to the State containing IT assets, the Contractor must provide the following information on the vertical face of packages (on a label) in a standard bar code format:</p> <ul style="list-style-type: none"> • State of Michigan Purchase Order Number • Model Number(s) • Serial Number(s) <p>The data for each field must be in standard print beside, above, and below each bar code.</p>	E	Yes	A	In Round 1 of the Q&A, the State responded that drop ship CPE will not be part of this contract so this requirement is not applicable.

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4.0	<p>On each packing slip, the contractor must display:</p> <ul style="list-style-type: none"> • State of Michigan, Purchase Order Number or MIDEAL P.O. as appropriate • Purchaser's Name (Contact Name) • Ship to address • Special Shipping information (time frames, delivery information etc). • Order Date • Shipped from (Vendor) information • Shipping Carriers Name • Carriers Tracking Number • Date Shipped • Total Number of Packages • Serial Number if applicable • Item / Part Number • Line item description from the Purchase Order • Quantity ordered • Quantity included in shipment and whether Contractor considers the delivered item to be a partial or full satisfaction of the requirement 	E	Yes	A	<p>For the order date field, AT&T will provide the Ship Date only. For the Line item description from the Purchase order, AT&T will provide the model Number/Description. In Round 1 Q&A, the State responded that drop ship CPE will not be part of this contract so this requirement is not applicable.</p>
B. Invoicing					
5.0	<p>The Service Integrator must provide the state with a monthly combined invoice for all services and work requested through the Service Integrator.</p>	E	Yes	B	
6.0	<p>The Service Integrator must allow the State to audit invoices up to (2) two times per fiscal year.</p>	E	Yes	B	<p>Per the Terms and Conditions, AT&T will support the State's request to audit invoices once every 12 months. AT&T works with the State on a monthly basis to verify accuracy of billing and resolve any billing disputes.</p>

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

7.0	<p>The Service Integrator must submit properly itemized invoices to "Bill To" Address on Purchase Order. that provide and itemize, as applicable:</p> <ul style="list-style-type: none"> • Contract number • Purchase Order number • Contractor name, address, phone number, and Federal Tax Identification Number • Description of any commodities/hardware, including quantity ordered • Date(s) of delivery and/or date(s) of installation and set-up • Price for each item, or Service Integrator's list price for each item and applicable discounts • Maintenance charges • Net invoice price for each item • Shipping costs • Other applicable charges • Total invoice price • Payment terms, including any available prompt payment discount 	E	Yes	B	
C. Contract Transition Plan and Administration					
8.0	All documentation provided by the Service Integrator must be in Microsoft Office 2010 suite (e.g. Project, Word, Excel, etc.) or PDF format and provided to the State in a digital format.	E	Yes	A	
9.0	The Service Integrator must provide a Contract Transition-In Plan within 30 business days of contract execution.	E	Yes	A	
10.0	The Service Integrator must provide a Contract Transition-Out Plan 6 months before the contract termination date and expects the Service Integrator to have the plan initiated 180 days before the contract termination date.	E	Yes	A	Please see Attachment 4, Contract Transition Plan Draft.
11.0	The Service Integrator must develop, in cooperation with the State, an Operations Plan which will contain all communication procedures. (i.e. reports, notifications and escalations)	E	Yes	A	Please see Appendix 1 – WAN Services Operations Plan Please see Attachment 5, Sample Operations Plan.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

<p align="center">11.1</p>	<p>The Operations Plan must include, at a minimum:</p> <ul style="list-style-type: none"> A. Approvals and Document Control B. Scope and Purpose of the Operations Plan C. Agreement Summary D. Service Delivery <ul style="list-style-type: none"> 1. Service Delivery Processes – Overview 2. Help Desk Process 3. DATA MAC Process 4. Data Repair Process 5. Data Alarm Monitoring Process 6. Data Chronic Process 7. Scheduled Maintenance Process 8. Change Management Process 9. Video Scheduling Process E. Capacity Planning, Configuration Management and Risk Management F. Security Management <ul style="list-style-type: none"> 1. Security Policy 2. Security Breach Process 3. Authorized Requestor’s Process G. Billing <ul style="list-style-type: none"> 1. Invoice Billing Process H. Performance Standards <ul style="list-style-type: none"> 1. Scope of Performance and Quality Management 2. Performance Standards metrics and reporting 3. Written Root Cause Analysis. I. Business Continuity Plan J. Appendices K. Problem Management Process <ul style="list-style-type: none"> a. Detection and recording b. Initiation and support c. Investigation and diagnosis d. Resolution and recovery L. Escalation Process 	<p align="center">E</p>	<p align="center">Yes</p>	<p align="center">A</p>	
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ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

11.2	The Service Integrator must submit a draft of the Operations Plan within 15 business days of contract execution.	E	Yes	A	
12.0	The Service Integrator must ensure the new core and distribution layer infrastructure and the existing infrastructure will be fully functional and interconnected during the transition phase as defined in the Transition Plan.	E	Yes	A	
13.0	The Service Integrator must provide the State a Work Breakdown Structure (WBS) to include all project tasks, expected duration, expected resources for the Service Integrator and the State prior to the start of each project.	E	Yes	A	
14.0	The Service Integrator must continue to use the State's existing network until the State is satisfied with the new infrastructure's stability and reliability as defined in the Transition Plan.	E	Yes	A	
15.0	All WBS and technical work plans must meet the approval of the State.	E	Yes	A	
15.1	The technical work plan must include a Gantt-type display showing each event, task and decision point.	E	Yes	A	
15.2	The technical work plan must provide for minimal disruption of the existing service.	E	Yes	A	
16.0	The Service Integrator must attend regular and periodic technological pricing and service reviews with the State every 18 months. Modifications to the contract services and pricing schedules will be made as necessary.	E	Yes	A	
17.0	The Service Integrator must begin work on a problem within the time limits specified in the SLA	E	Yes	A	
18.0	The Service Integrator must make recommendations to the State on methods to improve network throughput and performance during periodic engineering meetings to be defined in the Operations Plan.	E	Yes	A	
19.0	The Service Integrator must adhere to the network security principles and responsibilities defined in Appendix 2 – The Michigan Network Security document.	E	Yes	A	Please see Appendix 2 – The Michigan Network Security Document . Additionally, please see Article 1, Section 1.103 for more details.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

20.0	<p>The Service Integrator must provide regularly updated service escalation procedures including;</p> <ul style="list-style-type: none"> Names and telephone numbers of persons to be notified. Response times for initial call response. On-site personnel response. Resolution, and average time as well as a not-to-exceed time frame for each type of response. 	E	Yes	A	
22.0	<p>The Service Integrator and the State must jointly initiate and coordinate all technical meetings, conference calls, and escalation processes as defined in the Operations Plan.</p>	E	Yes	A	
22.0	<p>The Service Integrator's design and architectural team must perform network assessments on the current environment of the State's WAN to have complete discovery prior to the planning and design phase.</p>	E	Yes	D	<p>As the Service Integrator, a network assessment on the current AT&T managed WAN network including transport and managed routers will be performed at no additional cost to the State. Network assessments of other components of the State's WAN will be performed as a for fee consulting engagement. Please see Exhibit C, AT&T Consulting Network Assessment, for details.</p>
23.0	<p>The Service Integrator's design team must assist the State's network engineers during the discovery, planning, design and implementation phases. The objective is to develop the new WAN environment, including defining classes of service that the State will use within the WAN.</p>	E	Yes	A	<p>As Service Integrator and strategic partner with the State, AT&T will assist the State's network engineers during the discovery, planning, design and implementation phase of the new WAN environment, including defining classes of service that the State will use within the WAN.</p>

C.D. Service Integrator Services

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

24.0	When Customer Premises Equipment (CPE) is connected to a supporting network, a test must be performed to ensure there is no disruption of connectivity or service.	E	Yes	A	To ensure no disruption of connectivity or service occurs when connecting new edge Customer Premises Equipment (CPE), a series of pings of varying size packets will be conducted to the upstream service provider PE router to verify quality and reliability of circuit prior to enabling end to end routing.
25.0	Any installation or repair work performed by the Service Integrator that does not meet State standards must be corrected at no extra cost to the State.	E	Yes	A	If the State believes that any installation work or repair work performed by AT&T does not meet the State's standards, AT&T will work with the State to understand what was not performed adequately and work to resolve the issue. If AT&T is in agreement that the work was not performed adequately, AT&T will correct the issue at no additional cost to the State. If necessary, any remaining disputes would follow the dispute process outlined in the Terms and Conditions of the Agreement.
26.0	The Service Integrator must provide a Single Point Of Contact (SPOC) for all support and maintenance-related issues for services contracted.	E	Yes	A	
27.0	The Service Integrator's design team must assist the State's network engineers during the planning and design phase to define classes of service that the State will use within the State WAN.	E	Yes	A	
28.0	The Service Integrator must meet all applicable National Electrical Codes, Building Codes and jurisdictional requirements. All materials must be Underwriters Laboratories (UL) listed.	E	Yes	A	
29.0	The Service Integrator must obtain all required permits prior to the start of each project.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

30.0	The Service Integrator must provide all supervision, labor, equipment, hardware, transportation, hauling and hoisting and miscellaneous materials as part of the contract or any projects that may be a result of the contract.	E	Yes	A	
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ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

31.0	The Service Integrator must have prior written approval from the State's designated contact for any work that requires modification of State owned or leased building structure or design.	E	Yes	A	
32.0	When providing onsite support and maintenance services, the Service Integrator must maintain a clean work area free of debris and trash.	E	Yes	A	
33.0	The Service Integrator is responsible for the repair of any damage caused to a facility as a result of any of its activities. Restoration must be equal to or better than the condition of the facility prior to the activities.	E	Yes	A	
34.0	The Service Integrator must remove and replace all ceiling tiles, duct covers, and power pole covers as required for the installation of all products and equipment.	E	Yes	A	
35.0	The Service Integrator must provide hardware and software installation and integration services to the current State environment as needed.	E	Yes	A	
36.0	All infrastructure materials must meet American National Standards Institute (ANSI), Telecommunications Industry Association (TIA)/ Electronic Industries Association (EIA) and Building Industry Consulting Services, International (BICSI) standards.	E	Yes	A	
37.0	The Service Integrator must follow and adhere to all Occupational Safety and Health Administration (OSHA) and the Michigan Occupational Safety and Health Administration (MIOSHA) requirements and standards.	E	Yes	A	
38.0	All data, materials, documentation and other products prepared or acquired by the Service Integrator as a result of this contract must belong exclusively to the State.	E	No	E	The RFP and Contract physical response materials become the State's property. Design of any system, as well as any other pre-existing or newly-developed intellectual property of Contractor, its suppliers or its third parties, provided through the Contract or developed during the project remains the intellectual property of Contractor or its suppliers.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

39.0	The State will own and retain intellectual property rights covering technology developed as part of the support services described herein and paid for by the State.	E	No	E	The RFP and Contract physical response materials become the State's property. Design of any system, as well as any other pre-existing or newly-developed intellectual property of Contractor, its suppliers or its third parties, provided through the Contract or developed during the project remains the intellectual property of Contractor or its suppliers.
40.0	Reserved				
41.0	The Service Integrator must provide the State WAN communication links from and between all State offices to the State's Lansing Metropolitan Area Network (LMAN).	E	Yes	A	
42.0	The Service Integrator must provide its own Network Operations Center (NOC) with full-service desk support, including incident reporting and problem management, and diagnostic and troubleshooting work with the ability to research existing products and software components.	E	Yes	A	
42.1	The Service Integrator must provide a NOC Support Service Desk for technical support, electronically and by telephone through a toll-free number, which is available 24x7x365.	E	Yes	A	
42.2	The Network Operation Center (NOC) must meet the following requirements: <ul style="list-style-type: none"> • Technical knowledge to proficiently manage and maintain equipment • Provide an 800 number and email address for ordering and break-fix • Escalation process for MAC and break/fix • Must be in continental United States • Follow current best practices for network performance management 	E	Yes	A	
42.3	The Service Integrator's NOC must be located in the continental United States.	E	Yes	A	AT&T will perform the services from our Michigan-based NOC, which is currently located in Lansing, Michigan.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

43.0	The Service Integrator must provide a secure web-based tracking and reporting tool which will include trouble ticket initiation, trouble ticket history tracking, resolution status, and response times.	E	Yes	A	
44.0	The Service Integrator must provide an online ticketing system to record and track identified incidents to completion.	E	Yes	A	
44.1	The ticketing system must be able to: <ul style="list-style-type: none"> • Send system-triggered notices to designated people at the State for resolution. (including the NOC's group mailbox) • Record problem resolution. • Report resolution to the State. • Provide the State secure web access to information from the ticketing system such as open and closed tickets 	E	Yes	A	
44.2	The Service Integrator must coordinate and be responsible for trouble ticket initiation, carrier/vendor communications, and incident escalation and reporting.	E	Yes	A	
44.3	The Service Integrator must update the ticket thru resolution, communicate status within the time intervals specified in the State's operational procedures and perform escalations of unresolved issues based upon an agreed escalation process with the State.	E	Yes	A	
44.4	The Service Integrator must provide details of the trouble ticket status via confirmation email back to the State.	E	Yes	A	
44.5	The Service Integrator must obtain trouble-resolution information from the State to update and close a trouble ticket.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

45.0	The Service Integrator must close all Incidents only after the designated State contact concurs the incident is resolved.	E	Yes	A	AT&T will call Requestor to confirm resolution of all trouble tickets. If AT&T is unable to gain an immediate confirmation, AT&T will inform Requestor (live or voicemail) that the ticket will remain in resolved status for 24 hours for 24x7 sites or one business day for other sites, then closed unless Requestor contacts AT&T. Failure to respond to AT&T resolved notification constitutes acceptance of the deliverable by the Requestor.
46.0	The Service Integrator must provide the ability for the State to submit and track service orders through a secure online portal.	E	Yes	A	
47.0	The Service Integrator must only accept service orders from designated Authorized Requestors.	E	Yes	A	
48.0	Service Integrator service orders must include, at a minimum, the following: <ul style="list-style-type: none"> • Service order number. • Time and date of service order. • Service description. • Name and phone number of designated State contact who initiated the service order. Name and phone number of end user contact.	E	Yes	A	
49.0	Service order confirmations must be in digital format. (e.g. MS word, .pdf, etc.)	E	Yes	A	
50.0	The Service Integrator must have documented permission from the State for any service orders that may cause a service interruption.	E	Yes	A	
51.0	For all expedited service orders, the Service Integrator must provide a quote to the State along with the date and explanation of services to be provided.	E	Yes	A	
52.0	The Service Integrator must provide the capability to submit service order requests through email.	E	Yes	A	AT&T will accept approved service requests from Authorized Representatives via BusinessDirect or email.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

53.0	The Service Integrator must provide Fault Management services on the State WAN, including remote alarm monitoring, problem report receipt, problem identification and isolation, remote and on-site resolution, and dispatch management through the Service Integrator and/or third parties.	E	Yes	A	
53.1	The Service Integrator must prioritize any related support ticket in accordance with mutually agreed-upon metrics as provided by the State.	E	Yes	A	
53.2	Upon receipt of a problem or alarm notification, the Service Integrator must initiate problem resolution efforts.	E	Yes	A	
53.3	The Service Integrator must troubleshoot, isolate and resolve problem conditions related to the State WAN services in accordance with the Operations Plan.	E	Yes	A	
53.4	Upon determining the source of the fault, Service Integrator must perform the following activities: <ul style="list-style-type: none"> • Resolve problems remotely, where possible. • Change software feature, reroute past or replace defective equipment, hardware component, and/or refer the problem to the appropriate organization and/or third party subcontractor for problem resolution. 	E	Yes	A	
54.0	The Service Integrator must escalate issues based on the procedures established within the Operations Plan.	E	Yes	A	
55.0	The Service Integrator must provide tiered technical support either directly or indirectly (e.g., manufacturer technical support) to resolve State WAN outage conditions and performance issues in accordance with performance standards.	E	Yes	A	
56.0	The Service Integrator must proactively manage, monitor, maintain and operate the WAN on a 24x7x365 basis to discover report and manage the resolution of any incidents that are outside the metrics defined in the SLA and/or to be defined in the Operations Plan.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

56.1	<p>The Service Integrator must monitor the following State-owned transport and edge network devices, device functions, and other mechanisms as requested by the State:</p> <ul style="list-style-type: none"> Any transport or edge devices providing interconnectivity to State offices and the State's network, including VPN gateways. All interfaces and sub-interfaces including virtual private networks (VPNs), virtual local area networks (VLANs), instances of virtual routing and forwarding (VRFs), and other kinds of tunnels. All transport technologies providing connectivity between State and LPE networks, such as, optical fiber and Ethernet. 	E	Yes	A	Assumption: The referenced State-owned edge network devices are the WAN routers included in this solution, and all transport technologies need to be mutually agreed upon.
56.2	<p>The Service Integrator must monitor the following conditions:</p> <ul style="list-style-type: none"> Network availability. Router CPU and memory utilization. Network errors such as CRC, dropped packets, etc. Network bandwidth utilization. Switch uplink utilization. Syslog files from all networking devices. 	E	Yes	A	
56.3	<p>The Service Integrator must collect monitoring data using the following four monitoring protocols for State-owned devices:</p> <ul style="list-style-type: none"> Internet Control Message Protocol (ICMP) - This part of the IP portion of TCP/IP should be available on any State-owned device to measure data by interface. Simple Network Monitoring Protocol (SNMP) - measures data by interface and device. Syslog - measures data by system. Netflow - measures data by interface. 	E	Yes	A	
56.4	<p>The Service Integrator must provide the State one (1) (SNMP v3) capability on each network device using the same read string.</p>	E	Yes	A	
56.5	<p>All WAN network components must be monitored by the Service Integrator to identify WAN outages and/or performance degradation.</p>	E	Yes	A	
56.6	<p>The Service Integrator must set up monitoring of all requested devices on the WAN and agreements between the State and any third parties.</p>	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

56.7	The State must be able to revise monitoring thresholds after they are originally set.	E	Yes	A	The monitoring thresholds may be modified to mutually agreed upon settings that are available within the then current tool set and will not result in extensive additional systems/tool or personnel resources.
56.8	The Service Integrator must install and configure all hardware and software necessary to monitor the list of State-owned devices that the State will provide.	E	Yes	A	Assumption: The referenced State-owned hardware are the WAN routers included in this solution.
56.9	The Service Integrator must provide electronic gateway to its real-time network monitoring platform, which will include parameters such as: <ul style="list-style-type: none"> • Service Level Agreement (SLA) metrics. • Circuit and device utilization. • Netflow data. • Simple Network Management Protocol (SNMP) Events. 	E	Yes	A	SNMP Events are satisfied with the SNMP Read-Only community string.
56.10	The Service Integrator must provide the State with a web interface for viewing near real-time views of monitoring data for specific sites, devices, network legs, interfaces, and other monitored entities. This authentication-restricted access function requires HTTPS protection (encryption) to protect these data exchanges.	E	Yes	A	
56.11	The Service Integrator must collect and store monitoring data for a rolling 30 day window, for each device.	E	Yes	A	
57.0	The Service Integrator must maintain an inventory of: <ul style="list-style-type: none"> • State WAN hardware model, module, and components • Software and feature sets running on each device • License information related to any licensed software or feature sets 	E	Yes	A	
58.0	The Service Integrator must notify the State when any manufacturer plans to cease technical support with respect to State WAN components.	E	Yes	A	
59.0	The Service Integrator must provide the State a view into network performance statistics to identify potential network problem devices and to troubleshoot network problems within the State of Michigan's WAN.	E	Yes	A	
60.0	The Service Integrator must ensure that the State's data is encrypted with an approved method, such as IPsec.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

61.0	The Service Integrator must confirm network security zones are physically separated before being encrypted.	E	Yes	D	AT&T can comply; however, the additional secondary router was not included in our base solution.
62.0	The Service Integrator must provide the State with Secure Shell (SSH) read-only access to all network device configurations.	E	Yes	A	
63.0	Each State site must have a managed WAN device interfaced from the physical layer network and will be considered a device on the State WAN by the Service Integrator	E	Yes	A	
64.0	The Service Integrator must establish interfaces between the WAN and the Lansing Metropolitan Area Network (LMAN).	E	Yes	A	
65.0	The Service Integrator must provide Net flows on all Layer 3 devices.	E	Yes	A	Each managed router will send two Netflows streams: One to an AT&T collector and the second to a State owned/managed collector.
66.0	The Service Integrator must verify all Moves, Adds and Changes (MACs) for completeness before issuing them in the work order.	E	Yes	A	
67.0	At the State's request, the Service Integrator must periodically assess the performance and security of the current environment, including equipment and services.		Yes	A	As the Service Integrator providing overall governance of the State's WAN, ongoing design and consulting services will be provide for the for the in-scope services.
68.0	The Service Integrator must maintain all networks to meet State's Service Level Agreements.	E	Yes	A	As mutually agreed upon based on final solution design.
69.0	The Service Integrator must perform mutually agreed-upon, planned maintenance on WAN equipment during the least intrusive times as determined by site requirements, length and complexity of the maintenance and adhering to the State's Department of Technology, Management and Budget (DTMB) Change Management process.	E	Yes	A	Public WAN core network equipment has standard maintenance windows that cannot be modified for customer specific requests. State dedicated router end equipment maintenance will performed at a mutually agreed upon schedule.
70.0	The Service Integrator must implement a management tool set jointly approved by the State and the Service Integrator as defined in the Operations Plan.	E	Yes	A	AT&T's offer includes the use of our standard management tool set which meets the State's requirements. The details of these tools are shared in Article 1.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

71.0	The Service Integrator must support Quality of Service (QoS) and Class of Service (CoS) capabilities to the State WAN edge and head-end devices. A mutually agreed upon queuing methodology will be used to provide QoS capabilities within the WAN as defined in the Operation Plan.	E	Yes	A	AT&T will preserve the State's Quality of Service marking in the managed router. Class of Service will be provided for applicable networks (i.e., MPLS). Class of Service will not be available for Class 4 ISP-based locations.
72.0	The network must support bandwidth in increments from 1.544 Mb (Megabits) to 40 Gb (Gigabits) to the edge.	E	Yes	A	Bandwidths of 10Gb and above will require ICB.
73.0	The Service Integrator must provide project management services for implementation of all contract transition plan activities and all MAC activity.	E	Yes	A	
74.0	The Service Integrator must provide electronic gateway to its service ticket system, which includes MAC and break/fix.	E	Yes	A	
75.0	The Service Integrator must provide the ability for the State to generate its own reports from the Service Integrator's ticketing and Configuration and Asset Management data base systems.	E	Yes	A	Incident: The State can generate ticket reports from the SI's ticketing system. Configuration: The State can use its read-only access to view configuration data at any time. The State can request historical configurations on an ad hoc basis. Asset: AT&T will provide monthly asset reports as described and required by the Scope of Work.
76.0	The Service Integrator is responsible for managing state owned or leased WAN backbone and head-end equipment.	E	Yes	A	
77.0	Multicast, Network Address Translation (NAT), On Demand Address Pools (ODAP), and VPN Select, will be supported on the State WAN and head-end equipment by the Service Integrator	E	Yes	A	
78.0	Differentiated Services (DiffServ) and Class Based Weighted Fair Queuing (CBWFQ), or a mutually agreed upon queuing methodology will be used by the Service Integrator to provide QoS capabilities within the State WAN as defined in the Operation Plan.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

79.0	The Service Integrator must provide protocols, transport, bandwidth increments and services as required and requested by the state.	E	Yes	A	AT&T will support current standards based protocols, services and transports that have been AT&T tested and approved for use on equipment within scope of this RFP.
79.1	Protocols that are natively supported by Multi-Protocol Layer Switching (MPLS)/VPN Routing and Forwarding (VRF) must be provided at up to full network interface bandwidth rates.	E	Yes	A	The proposed solution will provide rates up to port or CIR limits less any administrative/encryption overhead.
80.0	Local Area Network (LAN) interfaces at the State WAN edge devices (edge Demarc) must support all interface types and speeds as required and requested by the State.	E	Yes	A	Assumption: AT&T will support the interface types and speeds defined in the RFP.
81.0	The typical expected points of management demarcations as envisioned at contract inception are as follows: <ul style="list-style-type: none"> • Customer Edge/Premise Edge WAN Demarc - State WAN edge ends at this Demarc. • Customer Edge/Premise Edge LAN Demarc – Service Integrator may extend management to this point at negotiated rates. • Customer Edge/Premise Edge LAN Attached Device Demarc – Service Integrator may extend management to this point at negotiated rates. • Service Integrator manages insertion of Remote Facility networks onto State WAN only. • Service Integrator manages elements up to and including router at Remote Facility. 	E	Yes	A	AT&T's solution includes management as per the defined demarc diagram (WAN TO SOM CONNECTIVITY 3-10-14 RD 2 1 of 3.pdf). Management past this defined demarc may be provided at negotiated rates.
81.1	The Customer Edge/Premise Edge WAN Demarc point of management demarcation, being identified as the physical LAN interface of the connection device in the diagram, will require a different test and repair methodology from those interfaces and devices that share a single management responsibility.	E	Yes	A	
82.0	The Service Integrator must provide Inter-LATA (Local Access and Transport Area) private line services through carriers selected by the State.	E	Yes	A	
83.0	The Service Integrator must provide optional back-up configurations as required by the State.	E	Yes	A	
84.0	The Service Integrator must provide optional features for deployment on a site-by-site basis at the State's request.	E	Yes	A,D	Some features may be included in standard service and other features may be optional for fee.

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85.0	<p>The Service Integrator must provide the following:</p> <ul style="list-style-type: none"> • Equipment, wiring, and maintenance necessary to operate the WAN network up to the demarcation point. • Demarcation extension during WAN circuit installation, where building facility management allows. • Verification of all MACs for completeness before issuing them in the work order processing system. • Maintain network to meet SLAs • Work with the integrator (or WAN Service Providers if this pertains to Integrator) on performance issue (break/fix) resolution. 	E	Yes	A, D	Demarc extensions will be billed on a time and materials basis, as needed.
86.0	<p>The Service Integrator must be capable of providing on-site support and maintenance services, including warranty services, and coordinate these services between the State and any third party service providers.</p>	E	Yes	A	
87.0	<p>The Service Integrator must report any incident to the designated state contact defined in the Operations Plan.</p>	E	Yes	A	
88.0	<p>The Service Integrator must minimize adverse effects of an incident by following the Problem Management Process to be defined within the Operations Plan, including, but not limited to:</p> <ul style="list-style-type: none"> • Detection and recording • Classification and initial support • Investigation and diagnosis • Resolution and recovery • Closure 	E	Yes	A	
89.0	<p>The Service Integrator must deliver warranty and maintenance services within the contracted timeframes, documented in the Service Level Agreement Section within this document. (Please see Section E. Service Level Agreements)</p>	E	Yes	A	
90.0	<p>The Service Integrator's problem resolution must include but not be limited to the following;</p> <ul style="list-style-type: none"> • Initiate trouble tickets with appropriate provider(s). • Track all trouble tickets and provide updates to the State. • Maintain service escalation for all service providers. • Record history and resolution of all trouble tickets. • Analyze trouble tickets for trends and chronic problems. 	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

91.0	The Service Integrator must initiate and coordinate any technical meetings between the State and WAN Service Providers that may be required to resolve installation problems.	E	Yes	A	
92.0	The Service Integrator must provide consulting services to the State to determine WAN needs and service requirements.	E	Yes	A	
93.0	The Service Integrator must assess the performance and security of the current environment including equipment, application and services.	E	Yes	A	
94.0	The Service Integrator must provide services to reconfigure and optimize existing hardware and software.	E	Yes	A	As the Service Integrator providing overall governance of the State's WAN, ongoing design and network optimization services will be provide for the in-scope services.
95.0	The Service Integrator must provide Subject Matter Experts for all WAN Services (e.g. WAN circuit installations, LAN wiring, WAN monitoring, etc.)	E	Yes	A	As the Service Integrator, AT&T will provide subject matter experts for all WAN services within its current portfolio and all the WAN monitoring tools it utilizes to monitor the State's network within the scope of the RFP.
96.0	The Service Integrator must provide knowledge transfer services, including training, either directly or indirectly through a third party.	E	Yes	A	
97.0	The Service Integrator must submit to the State for approval the procedures that the Service Integrator or WAN Service Providers use for the dispatch of a technician during and outside of State business hours. (8:00 a.m. to 5:00 p.m.)	E	Yes	A	
98.0	The Service Integrator must assign technicians who are available during Non-Business Hours on a Time and Materials (T&M) basis.	E	Yes	A	
99.0	The Service Integrator must notify the designated State contact, by phone or email, when the service work or repairs have been completed.	E	Yes	A	
100.0	The Service Integrator must provide all service installations which follow telecommunications industry standards.	E	Yes	A	
101.0	The Service Integrator must provide a technical support help desk, by telephone through a toll-free number, which is available 24x7x365.	E	Yes	A	

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102.0	The Service Integrator must provide a technical support help desk with the capability to remotely access system connections, diagnose, and solve problems.	E	m		Yes	A
103.0	The Service Integrator must provide the State with the details of its problem resolution procedures.	E	a		Yes	A
104.0	The Service Integrator must coordinate trouble response with the State staff and/or contracted technical support vendors.	E	i		Yes	A
105.0	The Service Integrator must be able to aggregate multiple sites into a single bill for the State and bill individual sites or State agencies separately as directed by the State.	E	n		Yes	A
106.0	The Service Integrator must, at the end or termination of the contract, transfer ownership of (or provide other alternatives to the State) any State WAN equipment that the Service Integrator is managing during the execution of the contract.	E	t		Yes	A
107.0	The Service Integrator must ensure maintenance on WAN equipment occurs during the least intrusive times as determined by site requirements and length and complexity of the	E	e		Yes	A

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

invoice structure can support up to six (6) hierarchy levels. Invoices will reflect total charges by site and billed location. Summary Level, Service Type and other reporting can be made available through billing reports.

Hierarchy Levels:

- Details of all applicable charges at the respective level
- Up to six hierarchy levels (e.g., client, division or site with site being the lowest level supported)
- Multiple levels of remittance

At the State's request, AT&T will obtain any Required Consents from Third Parties to sell to the Successor, at the fair market value, some or all of the Equipment owned by AT&T and used primarily to provide the Services. The foregoing obligations will not apply to leases, contracts or equipment in AT&T's Network Infrastructure.

AT&T will comply for WAN equipment that is dedicated to the State.

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ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

108.0	The Service Integrator must minimize risk using the existing production proven and debugged edge circuits.	E	Yes	A	
108.1	In the event of a problem, The Service Integrator must ensure that dynamic routing protocols will choose the most viable path.	E	Yes	A	
109.0	The State must configure the State-owned devices to send data to the Service Integrator's collection devices.	E	Yes	A	
110.0	The Service Integrator must provide the State web access to view alarm data and other value-add detail information generated by the Service Integrator's tools, such as performance data: e.g. top talkers, top destinations, top protocols, etc.	E	Yes	A	AT&T will use multiple tools to provide near real-time network statistics on State WAN devices. Traffic flow statistics will be provided via a Netflow analyzer system consisting of multiple collectors and a central reporter server. The Netflow reporter server will have a web portal where select State personnel will have access to view the statistics in near real time. Site specific edge network performance (latency, jitter, and packet drops rate) statistics will be provided via AT&T's standard management toolset with BusinessDirect access.
111.0	The Service Integrator must give the State online near-real-time reports and data on particular devices, interfaces, sites, network legs, and other monitored entities.	E	Yes	A	AT&T will use multiple tools to provide near real-time network statistics on State WAN devices. Traffic flow statistics will be provided via a Netflow analyzer system consisting of multiple collectors and a central reporter server. The Netflow reporter server will have a web portal where select State personnel will have access to view the statistics in near real time. Site specific edge network performance (latency, jitter, and packet drops rate) statistics will be provided via AT&T's standard management toolset with BusinessDirect access.

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112.0	The Service Integrator must perform alarm recording and notification.	E	Yes	A	
113.0	The Service Integrator must respond to system and security alarms, and any event that causes a break in network service or a slowdown/disruption in network service to a site.	E	Yes	A	
114.0	The Service Integrator must respond by notifying the State of all issues using email and telephone. These notifications are the same during business hours and non-business hours. The State's classification of alarms and events and notification methods will be defined in the Operations Plan.	E	Yes	A	The Service Integrator will respond by notifying the State using email and/or telephone.
115.0	The Service Integrator must possess the technical knowledge and proficiency to manage and maintain equipment.	E	Yes	A	
116.0	The Service Integrator must provide an 800 number and email address for ordering and problem resolution and problem escalation.	E	Yes	A	
117.0	The Service Integrator must provide an escalation process for MAC and break/fix within the Operations plan	E	Yes	A	
118.0	The Service Integrator must adhere to the Enterprise IT Security Policies and Procedures set forth by the Department of Technology, Management & Budget DTMB.	M	Yes	A	Please refer to Article 1 Section – 1.103 Environment.
E. Service Level Agreements (SLA)					
119.0	The Service Integrator must establish Service Level Agreements (SLAs) with the State.	E	Yes	A	
119.1	The SLAs must specify the following Service Class definitions.	E	Yes	A	
119.1.1	Class 1 - (99.999%). A site equipped with the following high availability options; redundant access transport service with diversely routed paths and enters the site on separate cable entrances, router redundant power supply, and router UPS system.	E	Yes	A	
119.1.2	Class 2 – (99.95%). A site equipped with the following high availability options; redundant access transport service with same path or equipped with an access transport backup option, and router UPS system. Site must be equipped with UPS 10 minute capacity allowing generator backup to resume.	E	Yes	A	

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119.1.3	Class 3 – (99.85%). A site not equipped with the necessary redundant options to qualify as Service Class 1 or 2.	E	Yes	A	
119.1.4	Class 4 – (99.00%). A site connected to a commercial ISP.	E	Yes	A	
119.2	The Service Integrator must adhere to the WAN Service Class Availability (SGA) to measure service performance.	E	Yes	A	As agreed upon
119.2.1	The Service Integrator must adhere to the following formula used to measure SGA: Service Class Down Time (SGD) = The total number of out-of-service hours for a given Service Class divided by the total number of site service hours, within service class x 100. Agreed-upon, pre scheduled maintenance windows are excluded from out-of-service hours. The Service Integrator must report the percentage of time the network was down and the percentage of time the network was available in total Per Site/Service Class.	E	Yes	A	
119.3	<p>mustThe Service Integrator must meet the following SGA Performance Objectives as a percentage of time by Service Class:</p> <ul style="list-style-type: none"> • Service Class 1 - 99.999% • Service Class 2 - 99.95% • Service Class 3 - 99.85% • Service Class 4 - 99.00% 	E	Yes	A	
119.4	<p>The Service Integrator must measure the monthly WAN Edge Router Latency metric: The Latency Compliancy Rate (LCR) = Total number of edge router service hours (8,760 per year) where, on a per-site basis, average latency exceeded threshold, divided by the total number of edge router service hours.</p> <p>Service Integrator must include the interface specific DNS device name of the Edge Router and the monthly average round trip response time.</p>	E	Yes	A	<p>SI will measure monthly (720 hours per month). Calculation will exclude hourly samples where Utilization exceeded 70%.</p> <p>Edge router latency will be measured using the IP-SLA system tool where latency probe packets with a DSCP setting of EF are sent to the edge router and the results are recorded and averaged.</p>

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119.4.1	<p>The Service Integrator must measure the Edge Router Latency performance on a per-site basis::</p> <ul style="list-style-type: none"> • A series of 10 real-time media packets will be sent to each destination at 10-minute measurement intervals. • The series results are averaged. These series averages are then averaged across an hour to determine compliance. • Any hourly average that exceeds the objective is marked as a violation. Each hour is then marked if it is violation free or not. The hourly marking is used to develop the daily, weekly, and monthly averages of violation free hours and retained. 	E	Yes	A	<p>Five (5) minute samples will be averaged into hourly samples. Calculation will exclude hourly samples where Utilization exceeded 70%.</p>
119.4.2	<p>Service Integrator must provide latency equal to or less than the objective as stated in the Latency by Service Class:</p> <ul style="list-style-type: none"> • Service Class 1 <=100 ms • Service Class 2 <=100 ms • Service Class 3 <=100 ms • Service Class 4 <=150ms 	E	Yes	A	<p>No Latency will be provided on Service Class 4 due to ISP access.</p>
119.5	<p>The Service Integrator must measure the monthly WAN Jitter metric (Packet Delay Variation):</p> <ul style="list-style-type: none"> • A series of 10 real-time media packets will be sent to each destination at 10-minute measurement intervals. • The series results are averaged. These series averages are then averaged across an hour to determine compliance. • Any hourly average that exceeds the objective is marked as a violation. Each hour is then marked if it is violation free or not. The hourly marking is used to develop the daily, weekly, and monthly averages of violation free hours and retained. <p>Service Class 1 - <=20 ms (PDV), Service Class 2 - <=20 ms PDV Service Class 3 - <=20 ms PDV Service Class 4 - <=50ms PDV</p>	E	Yes	A	<p>Five (5) minute samples will be averaged into hourly samples. Calculation will exclude hourly samples where Utilization exceeded 70%.</p> <p>Edge router jitter will be measured using the IP-SLA system tool where jitter probe packets with a DSCP setting of EF are sent to the edge router and the results are recorded and averaged.</p>

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119.6	<p>The Service Integrator must measure the monthly WAN packet loss metric:</p> <ul style="list-style-type: none"> • The number of dropped packets divided by the total number of packets transmitted and received over an hourly interval at the Edge Router. • Any hourly average that exceeds the objective is marked as a violation. Each hour is then marked if it is violation free or not. The hourly marking is used to develop the daily, weekly, and monthly averages of violation free hours and retained. 	E	Yes	A	<p>Five (5) minute samples will be averaged into Hourly samples. Calculation will exclude hourly samples where Utilization exceeded 70%.</p> <p>Edge router packet loss will be measured using the IP-SLA system tool where probe packets with a DSCP setting of EF are sent to the edge router and the packet losses are recorded and averaged.</p>
119.7	<p>The Service Integrator must include the interface specific DNS device name of the Edge Router and the monthly packet loss metric. This data may be audited by the State or a designated third-party. The Service Integrator must not exceed packet loss of 2% per site or less than the objective as stated in the Packet Loss by Service Class.</p> <ul style="list-style-type: none"> • Class 1 <=2% • Class 2 <=2% • Class 3 <=2% • Class 4 <=3% 	E	Yes	A	
119.8	<p>The Service Integrator must measure the Monthly WAN Time to Repair (TTR) metric. The time will be measured from the time a trouble ticket is established at the Service Integrator's Network Operations Center (NOC) through any means until the Service Integrator's trouble ticket is changed to resolved status after site validation. The Service Integrator will not exceed the objective as stated by Class:</p> <ul style="list-style-type: none"> • Class 1 4.0 hours. • Class 2 4.0 hours. • Class 3 4.0 hours. • Class 4 8.0 hours. 	E	Yes	A	<p>Note: AT&T can adhere to these TTR metrics for issues that can be resolved remotely or via a 'soft' fix. However, if the problem requires a remote dispatch the TTR values will be:</p> <p>Class 1: 4 hours Class 2: 4 hours Class 3: 4 hours Class 4: 8 hours</p>

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<p align="center">119.9</p>	<p>The Service Integrator must measure the Monthly WAN Software MAC (Move/Add/Change) Request metric::</p> <ul style="list-style-type: none"> • Number of MAC requests completed on or prior to the due date during the reporting period. • Total number of MAC requests completed during the reporting period. Compliance = A/B*100 (The result is a percentage) <ul style="list-style-type: none"> ○ A=Number of MAC orders completed on time. ○ B = Total number of MAC orders submitted within the measured timeframe. 	<p align="center">E</p>	<p align="center">Yes</p>	<p align="center">A</p>	<p>Due date to be mutually agreed upon based on Scope of MACD work to be performed.</p>
<p align="center">119.10.1</p>	<p>The Service Integrator must include the number of tickets closed during the reporting period, the average successful MAC Request completion time, the number of tickets whose resolution time was greater than the average and the number of tickets whose resolution time was less than the average.</p>	<p align="center">E</p>	<p align="center">Yes</p>	<p align="center">A</p>	
<p align="center">119.11</p>	<p>The Service Integrator must provide the State the following credits if any of the SLAs mentioned are not met within the requirements set forth:</p> <ul style="list-style-type: none"> • Performance • Latency • Jitter • Packet Loss 	<p align="center">E</p>	<p align="center">Yes</p>	<p align="center">A</p>	

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<p align="center">119.12</p>	<p>If latency, jitter, and/or packet loss occur simultaneously, or if one performance type occurs exclusively from any other measured performance type, The Service Integrator must incur one hour total violation per month per site. At each site, after the first hour of performance loss/violation hour, the Service Integrator will credit State 1/30 of the total monthly occurring cost for each violation hour at that site. Credits to be calculated reported and applied, at the latest, in the next billing cycle.</p>	<p align="center">E</p>	<p align="center">Yes</p>	<p align="center">A</p>	<p>For purposes of clarity, no single incident shall result in multiple SLA defaults. For example if a single incident causes AT&T to miss the Latency, Packet Delivery and Jitter SLAs simultaneously, AT&T will only be responsible for paying an SLA credit on one of the SLA metrics. The example below will demonstrate how this SLA will be calculated: Assume there are 10 Sites in Service Group 1 and one of the sites in Service Group 1 experiences an outage lasting 15 minutes in a particular month which has 30 days.</p> <p>$((24 \times 30 \times 60 \times 10) - 15) / ((24 \times 30 \times 60 \times 10)) = 99.996\%$</p>
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F. Change Management					
120.0	The Service Integrator must provide Change Management and Communications Management services to the State.	E	Yes	A	
121.0	The Service Integrator must be notified by the State of any scheduled changes to be made within the WAN.	E	Yes	A	
122.0	The Service Integrator must log all reported changes in its tracking system and notify all other affected parties of the changes.	E	Yes	A	
123.0	The Service Integrator must notify the designated State contact person for all shared network changes scheduled to be performed.	E	Yes	A	
124.0	The Service Integrator must collect all pertinent information about a proposed change to the WAN.	E	Yes	A	
125.0	The Service Integrator must provide an electronic method to submit change requests within the shared WAN environment.	E	Yes	A	
126.0	The Service Integrator must provide an electronic tool for recording, tracking, and reporting on scheduled changes.	E	Yes	A	
127.0	The Service Integrator must provide the State a secure window into the change tracking system to view scheduled changes.	E	Yes	A	
128.0	The Service Integrator must provide an email notification to all designated points of contact affected by a change in WAN environment.	E	Yes	A	The Service Integrator will provide email notification to mutually agreed upon State representatives.
129.0	The Service Integrator must have available in an electronic format a report of all scheduled changes that is available online to all consumers of the WAN service.	E	Yes	A	The Service Integrator will provide notification to mutually agreed upon State representatives.
130.0	The Service Integrator must develop, with participation from the State, a formal communications plan that contains the communications processes and contact information for all persons responsible for each WAN segment as a part of the Operations Plan.	E	Yes	A	
130.1	The Service Integrator must include a trouble and issue escalation process within the communications plan.	E	Yes	A	
130.2	The Service Integrator must maintain the communications plan to ensure that all processes and contacts are up-to-date.	E	Yes	A	
130.3	The Service Integrator must notify all affected parties of scheduled changes in compliance with the timeframes established within the communications plan.	E	Yes	A	

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130.4	The Services Integrator must ensure that its internal personnel are also aware of all changes so they don't respond inappropriately to notifications during a change window.	E	Yes	A	
131.0	For maintenance affecting only one site, The Service Integrator must work with the State to schedule the best time for the outage.	E	Yes	A	
132.0	The Service Integrator must ensure that scheduled network maintenance and repair will be announced at least fourteen (14) Business Days in advance before maintenance begins.	E	Yes	A	AT&T defines scheduled network maintenance and repair as planned events. Unplanned or emergency maintenance may require less than 14 Business Days notice.
133.0	MAC submissions must be available online to Authorized Requestors defined by the State.	E	Yes	A	
134.0	The Service Integrator's NOC and engineers must work with the appropriate State personnel to identify State WAN technology provisioning requirements.	E	Yes	A	
135.0	The Operations Plan must identify the procedures to add Authorized Requestors who may request MAC work.	E	Yes	A	
136.0	The Service Integrator has the following objectives for MAC orders upon the receipt of a complete and accurate MAC order: <ul style="list-style-type: none"> • Five (5) Business Days for software MAC. • Thirty (30) Business Days for hardware MAC (physical circuits or hardware services) where facilities and hardware are available. • MACs, which are subject to SLAs, will have an order completion date (due date) assigned by the Service Integrator 	E	Yes	A	
137.0	The Service Integrator must identify, prior to performance, any MAC activity that may result in disruption of service. In such instances, the State may request such activities be performed outside normal business hours.	E	Yes	A	
G. Reports					
138.0	The Service Integrator must allow the State to choose to view near real-time reports on a per-site or per-interface basis and to select reports for historical and trend statistics.	E	Yes	A	

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139.0	The Service Integrator must provide customized reports that allow the State to view statistics collected by the Service Integrator's network management platform.	E	Yes	A	AT&T will deliver the required reports as listed in the RFP as well as any additional reports that the current in-use tools can provide without additional systems customization.
140.0	The Service Integrator must provide all reporting data in a digital format unless otherwise specified by the State.	E	Yes	A	
141.0	The Service Integrator must provide all reports in a file format jointly approved by the State and the Service Integrator.	E	Yes	A	
142.0	The Service Integrator must make available all reports online through a web interface.	E	Yes	A	
143.0	The Service Integrator must be able to provide break/fix-related metrics in the periodic reports.	E	Yes	A	
144.0	The Service Integrator must maintain a database of State WAN devices and circuits.	E	Yes	A	
145.0	The Service Integrator must monitor, collect and process data for reports, which provide information required for RCA, chronic analysis, and assessment of compliance to performance standards.	E	Yes	A	
145.1	The Service Integrator must provide a daily report on bandwidth utilization to the premise device.	E	Yes	A	
145.2	The Service Integrator must provide a daily report on CPU utilization to the premise device.	E	Yes	A	
145.3	The Service Integrator must provide a weekly report on WAN availability (uptime and downtime) to the premise device.	E	Yes	A	The State can access the ManageEngine tool at any time to view a utilization report, which will indicate up/down status. Report will be provided monthly, not weekly.
145.4	The Service Integrator must provide a weekly report on bandwidth utilization to the premise device.	E	Yes	A	
145.5	The Service Integrator must provide a weekly report on the CPU utilization to the premise device.	E	Yes	A	
145.6	The Service Integrator must provide a weekly report on the CRC and dropped packet error rates to the premise device.	E	Yes	A	

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145.7	The Service Integrator must provide Root Cause Analysis reports as requested by the State.	E	Yes	A	<p>RCAs will be provided to the State in the following situations:</p> <ul style="list-style-type: none"> • Outage must be a Severity 1 outage – (matching the contractual definition of a Severity 1 outage) • Request for RCA must be approved and requested by a State Authorized Requestor. • The RCA may or may not include a chronology of every event/step/task taken. Rather, it will include the reason for the outage and a summary of the steps taken to resolve the issue. • Based on service history, AT&T anticipates that the number of requested RCAs will not exceed two (2) per month. If the State requests an RCA for an issue not matching the above parameters, the State will be charged \$TBD for each additional RCA requested.
145.8	The Service Integrator must provide a monthly report on the WAN SGA.	E	Yes	A	
145.9	The Service Integrator must provide a monthly report on the WAN edge router latency metric.	E	Yes	A	
145.10	The Service Integrator must provide a monthly report on the WAN jitter metric.	E	Yes	A	
145.11	The Service Integrator must provide a monthly report on the WAN packet loss metric.	E	Yes	A	
145.12	The Service Integrator must provide a monthly report on the TTR metric.	E	Yes	A	
145.13	The Service Integrator must provide a monthly report on the WAN software MAC request metric.	E	Yes	A	

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145.14	The Service Integrator must provide a monthly report on the WAN hardware MAC request metric.	E	Yes	A	
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145.15	The Service Integrator must provide a monthly report on WAN outages.	E	Yes	A	
145.16	The Service Integrator must provide a monthly report on network availability (uptime and downtime service provisioning).	E	Yes	A	
145.17	The Service Integrator must provide a monthly report on the error rates as defined in the Operations Plan.	E	Yes	A	
145.18	The Service Integrator must provide a monthly report on the service-affecting outages. (times, DNS names, outage duration, cause)	E	Yes	A	
145.19	The Service Integrator must provide a monthly report on WAN assets.	E	Yes	A	
145.20	The Service Integrator must provide a monthly report on circuit IDs.	E	Yes	A	
145.21	The Service Integrator must provide a monthly report on site locations.	E	Yes	A	
145.22	The Service Integrator must provide a monthly report on the performance types (core, distribution and edge)	E	Yes	A	
145.23	The Service Integrator must provide a monthly report on the device information. (make, model, hardware and releases and patch level)	E	Yes	A	
145.24	The Service Integrator must provide a monthly report on the network speeds.	E	Yes	A	
145.25	The Service Integrator must provide a monthly report on the facility types.	E	Yes	A	
145.26	The Service Integrator must provide a monthly report on the related equipment and ports.	E	Yes	A	
145.27	The Service Integrator must provide a monthly report on the Contract performance monthly and year-to-date spend. This report will be filterable and sortable by Contract, site, service and State Agency.	E	Yes	A	
145.28	The Service Integrator must provide a monthly report of service-affecting outages. (times, outage duration, and causes)	E	Yes	A	
145.29	The Service Integrator must provide customized reports as requested by the State.	E	Yes	A	Customization is available within the constraints of the tools.
145.30	The Service Integrator must provide a Quarterly report listing all active circuits and disconnected circuits.	E	Yes	A	

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145.31	The Service Integrator must provide a monthly dedicated service outage report, which lists all of the outages of the previous month. This report will define the characteristics of each outage and provide information on all associated outage patterns and trends.	E	Yes	A	
145.32	The Service Integrator must provide detailed ISP reports on any periodic utilization and errors.	E	Yes	A	AT&T can provide utilization reports, but can only provide error reports if AT&T manages the end point equipment (router).
145.33	<p>The Service Integrator must report within three (3) days of the end of each week to DTMB, all Telecom/Server purchases made from the related contract, including, but not limited to, the following information:.</p> <ul style="list-style-type: none"> • Sold To Department • SOM PO Number • Invoice Number (Contractor) • Invoice Date • Model (Product Description) • Manufacturer Name (Cisco, Dell, HP, SUN, APC etc) • Product Category (Switches, Servers, Routers, etc...) • Unit Price • Contractor PO Number • Delivery Date • Serial Number (Vendor Unique Service Tag Number) • Warranty End Date 	E	Yes	A	In round 1 Q&A, State responded that drop ship CPE will not be part of this contract so this requirement is not applicable.

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H. Disaster Recovery					
146.0	The Service Integrator must provide a Business Continuity plan for its Network Operations Center (NOC) and demonstrate annual Disaster Recovery compliance, and update the plan as needed.	E	Yes	A	
147.0	The Service Integrator must implement an alert process to handle system-related issues. This process will identify both primary and back-up contacts.	E	Yes	A	
148.0	The Service Integrator must keep procedures and documentation at an off-site location.	E	Yes	A	
149.0	The Service Integrator must implement an alert process to handle system-related issues. This process should identify both primary and back-up contacts.	E	Yes	A	
150.0	The Service Integrator must keep procedures and documentation at an off-site location.	E	Yes	A	
151.0	The Service Integrator must work with Service Providers to ensure continuity of service and must also adhere to the Telecommunications Service Priority (TSP) to provide for the rapid provisioning and restoration of services to customers having a national security and emergency preparedness function.	E	Yes	C	
152.0	The Service Integrator must describe its Business Continuity Services include. The plan should address, at a minimum: <ul style="list-style-type: none"> • Business functions and dependent functions that will be maintained. • Business impact analysis. • Potential impact of loss of critical business functions. • Critical personnel (Contractor and State) to be contacted. 	E	Yes	A	Please see AT&T's response to Article 1.104 I.I. Continuity of Service/Disaster Recovery for details.
I. Service Provider Integration					
153.0	The Service Integrator must coordinate and facilitate the delivery of WAN Service Provider services and equipment.	E	Yes	A	

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J. Optional Services					
154.0	<p>The Service Integrator may provide descriptions of optional services, which they provide, related to operations for WAN provisioning, such as</p> <ul style="list-style-type: none"> • Penetration testing. • Network support. • Design services. • Network performance optimization. 	O	Yes	D	Please see Exhibit D, Optional Services, for optional services being offered.
WAN Service Providers					
A. Procurement of Services					
155.0	The WAN Service Provider must provide a complete list of all services offered that may be utilized as part of the WAN Services Solution.	E	Yes	A	
B. Invoicing					
156.0	The WAN Service provider must submit properly itemized invoices to “Bill To” Address on Purchase Order.	E	Yes	A	

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156.1	<p>Invoices must provide and itemize, as applicable:</p> <ul style="list-style-type: none"> • Contract number • Purchase Order number • Contractor name, address, phone number, and Federal Tax Identification Number • Description of any commodities/hardware, including quantity ordered • Date(s) of delivery and/or date(s) of installation and set-up • Price for each item, or Service Integrator's list price for each item and applicable discounts • Maintenance charges • Net invoice price for each item • Shipping costs • Other applicable charges • Total invoice price • Payment terms, including any available prompt payment discount 	E	Yes	A	Tax Identification Number is not listed on invoice.
156.2	WAN Service Provider must correct and reissue any incomplete or incorrect invoices returned by the Service Integrator.	E	No	E	AT&T agrees that the State has the right to withhold payment of the disputed amount on an invoice, until the disputed is settled or resolved. AT&T does not have the ability to go back and re-create an invoice to reflect only the undisputed amount. Rather, if the investigation of the disputed amount is found to be settled in customer s favor, this disputed amount will appear as an adjustment credit on the next billing invoice, following dispute resolution. If the disputed amount is determined to be billed correctly, the disputed amount will carry forward to the next billing invoice, following dispute resolution, as a pending balance due.

C. WAN Service Provider Managed Services

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157.0	The WAN Service Provider must provide equipment, wiring, and maintenance necessary to operate the WAN network up to the demarcation point.	E	Yes	A	
158.0	The WAN Service Provider must provide demarcation extension during WAN circuit installation, where building facility management allows.	E	No	D	AT&T complies if awarded the SI position. Transport only WAN services do not include demarc extensions. The service can be provided at an additional charge.
159.0	All documentation provided by The WAN Service Provider must be in Microsoft Office 2010 suite (e.g. Project, Word, Excel, etc.) or PDF format and will be provided to the State in a digital format.	E	Yes	A	
160.0	Reserved				
161.0	The WAN Service Provider must troubleshoot, isolate and resolve problem conditions related to the State WAN.	E	Yes	A	
162.0	The WAN Service Provider must provide, at the request of the State or Service Integrator, a demarcation extension during WAN circuit installation where building facility management allows.	E	No	D	AT&T complies if awarded the SI position. Transport only WAN services do not include demarc extensions. The service can be provided at an additional charge.
163.0	The WAN Service Provider must, with the Service Provider, verify all MACs for completeness before issuing them.	E	Yes	A	
164.0	The WAN Service Provider must maintain its network to meet or exceed SLAs.	E	Yes	A	For more on the Service Level Agreements please see Section E. Service Level Agreements.
165.0	The WAN Service Provider must work with the Service Integrator on performance issues and (break/fix) resolution:	E	Yes	A	
166.0	When Customer Premises Equipment (CPE) is connected to a supporting network, a test must be performed to ensure there will be no disruption of connectivity or service.	E	Yes	A	
167.0	Any installation or repair work performed by the WAN Service Provider that does not meet the State standards must be corrected at no extra cost to the State.	E	Yes	A	AT&T follows industry standards and best practices and assumes that those standards meet and/or exceed the State standards.

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168.0	The WAN Service Provider must meet all applicable National Electrical Codes, Building Codes and jurisdictional requirements are to be met. All materials must be Underwriters Laboratories (UL) listed.	E	Yes	A	
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169.0	The WAN Service Provider is responsible for obtaining all required permits prior to the start of each project.	E	Yes	A	AT&T will obtain permits related to WAN Services up to the minimum point of entry into the building (e.g. Telco Demarc room).
170.0	The WAN Service Provider is responsible for providing all supervision, labor, equipment, hardware, transportation, hauling and hoisting and miscellaneous materials as part of the contract or any projects that may be a result of the contract.	E	Yes	A	AT&T will provide materials related to WAN Services up to the minimum point of entry into the building (e.g. Telco Demarc room).
171.0	The WAN Service Providers must have prior written approval from the State's designated contact for any work that requires modification of State-owned or leased building structure or design.	E	Yes	A	
172.0	When providing onsite support and maintenance services, the WAN Service Provider must maintain a clean work area free of debris and trash.	E	Yes	A	
173.0	The WAN Service Provider must repair any damage caused to a facility as a result of any of its activities. Restoration must be equal to or better than the condition of the facility prior to the activities.	E	Yes	A	
174.0	The WAN Service Provider are responsible for removing and replacing all ceiling tiles, duct covers, and power pole covers as required for the installation of all products and equipment.	E	Yes	A	
175.0	The WAN Service Provider must provide hardware and software installation and integration services to the current State environment as needed.	E	Yes	A	
176.0	All infrastructure materials must meet American National Standards Institute (ANSI), Telecommunications Industry Association (TIA)/ Electronic Industries Association (EIA) and Building Industry Consulting Services, International (BICSI) standards.	E	Yes	A	
177.0	The WAN Service Provider must follow and adhere to all Occupational Safety and Health Administration (OSHA) and the Michigan Occupational Safety and Health Administration (MIOSHA) requirements and standards.	E	Yes	A	
178.0	WAN Service Provider must support all interface types and speeds at the State WAN edge devices (edge Demarc) as required and requested by the State.	E	Yes	A	Interfaces types and speeds are identified in the pricing schedule (Attachment 8).

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179.0	The WAN Service Provider must work with the Service Integrator on performance issues (break/fix) resolution according to the Operations Plan.	E	Yes	A	
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179.1	The WAN Service Provider must coordinate with the Service Integrator to troubleshoot, isolate and resolve problem conditions related to the State WAN services according to the Operations Plan	E	Yes	A	AT&T will work with the SI using standardized processes to resolve issues related to the WAN services provided.
179.2	The WAN Service Provider must escalate issues per the mutually agreed-upon escalation procedures and provide the State, via the Service Integrator, with status at escalation thresholds throughout trouble resolution efforts.	E	Yes	A	
180.0	The WAN Service Provider must provide appropriate technical support (e.g., manufacturer technical support) to resolve State WAN outage conditions and performance issues in accordance with performance standards detailed in the Section F. Service Level Agreements	E	Yes	A	AT&T complies as applicable to service type described in Article 1 Section C., WAN Provider. Further details are provided in Exhibit I, AT&T VPN Service Guide.
181.0	The WAN Service Provider must proactively manage, maintain and operate Service Provider network segments used by the State WAN on a 24x7x365 basis and must discover any Incidents that are outside the metrics performance standards detailed in the Section F. Service Level Agreements .	E	No	E	As only a WAN Service Provider without onsite equipment, the service is not proactively monitored or managed to the premises; however all other network segments are proactively managed, maintained, and operated.
182.0	The WAN Service Provider must provision services necessary to establish and maintain WAN connectivity through Letter of Authority/Agency held by the Service Integrator.	E	Yes	A	
D. Service Level Agreements					
183.0	The WAN Service Provider must establish Service Level Agreements (SLAs) with the State.	E	Yes	A	
183.1	The SLAs will specify the following Service Class definitions.	E	Yes	A	
183.1.1	Class 1 - (99.999%). A site equipped with the following high availability options; redundant access transport service with diversely routed paths and enters the site on separate cable entrances, router redundant power supply, and router UPS system.	E	Yes	A	As only a WAN Service Provider without onsite equipment, this can only be measured to PE Port.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

183.1.2	<p>Class 2 – (99.95%). A site equipped with the following high availability options; redundant access transport service with same path or equipped with an access transport backup option, and router UPS system.</p> <p>Site must be equipped with UPS 10 minute capacity allowing generator backup to resume.</p>	E	Yes	A	As only a WAN Service Provider without onsite equipment, this can only be measured to PE Port.
183.1.3	<p>Class 3 – (99.85%). A site not equipped with the necessary redundant options to qualify as Service Class 1 or 2.</p>	E	Yes	A	As only a WAN Service Provider without onsite equipment, this can only be measured to PE Port.
183.1.4	<p>Class 4 – (99.00%). A site connected to a commercial ISP.</p>	E	No	E	Not applicable as a WAN Service Provider.
183.2	<p>The WAN Service Provider must adhere to the WAN Service Class Availability (SCA) to measure service performance.</p>	E	No	E	<p>The proposed solution has an Availability SLA of 100% and includes a 4 hour Time to Restore objective. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section C., WAN Provider, and further details are provided in Exhibit I, AT&T VPN Service Guide.</p>
183.2.1	<p>The WAN Service Provider must adhere to the following formula used to measure SCA: Service Class Down Time (SCD) = The total number of out-of-service hours for a given Service Class divided by the total number of site service hours, within service class x 100. Agreed-upon, pre scheduled maintenance windows are excluded from out-of-service hours. The Service Integrator must report the percentage of time the network was down and the percentage of time the network was available in total Per Site/Service Class.</p>	E	No	E	<p>The proposed solution has an Availability SLA of 100% and includes a 4 hour Time to Restore objective. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section C., WAN Provider, and further details are provided in Exhibit I, AT&T VPN Service Guide.</p>

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

183.3	<p>The WAN Service Provider must measure the Monthly WAN Time to Repair (TTR) metric. The time will be measured from the time a trouble ticket is established at the WAN Service Provider's Network Operations Center (NOC) through any means until the WAN Service Provider's trouble ticket is changed to resolved status after site validation. The WAN Service Provider will not exceed the objective as stated by Class:</p> <ul style="list-style-type: none"> • Class 1 4.0 hours. • Class 2 4.0 hours. • Class 3 4.0 hours. • Class 4 8.0 hours. 	E	No	E	<p>The proposed solution has an Availability SLA of 100% and includes a 4 hour Time to Restore objective. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section C., WAN Provider, and further details are provided in Exhibit I, AT&T VPN Service Guide.</p>
183.4	<p>The WAN Service Provider must measure the Monthly WAN Software MAC (Move/Add/Change) Request metric::</p> <ul style="list-style-type: none"> • Number of MAC requests completed on or prior to the due date during the reporting period. • Total number of MAC requests completed during the reporting period. Compliance = A/B*100 (The result is a percentage) <ul style="list-style-type: none"> ○ A=Number of MAC orders completed on time. ○ B = Total number of MAC orders submitted within the measured timeframe. 	E	No	E	<p>As a WAN Provider only, the State/SI will be able to use online tools discussed in Article 1, WAN Provider Section to track order and status.</p>
183.4.1	<p>The WAN Service Provider must include the number of tickets closed during the reporting period, the average successful MAC Request completion time, the number of tickets whose resolution time was greater than the average and the number of tickets whose resolution time was less than the average.</p>	E	No	E	<p>As a WAN Provider only, the State/SI will be able to use online tools discussed in Article 1, WAN Provider Section to track order and status.</p>
183.5	<p>The WAN Service Provider must measure the Monthly WAN Hardware MAC (Move/Add/Change) Request metric:</p> <ul style="list-style-type: none"> • Number of MAC requests completed on or prior to the due date during the reporting period. <p>Total number of MAC requests completed during the reporting period. Compliance = A/B*100 (The result is a percentage)</p>	E	No	E	<p>As a WAN Provider only, the State/SI will be able to use online tools discussed in Article 1, WAN Provider Section to track order and status.</p>
183.5.1	<p>The WAN Service Provider must include the number of tickets closed during the reporting period, the average successful MAC Request completion time, the number of tickets whose resolution time was greater than the average and the number of tickets whose resolution time was less than the average.</p>	E	No	E	<p>As a WAN Provider only, the State/SI will be able to use online tools discussed in Article 1, WAN Provider Section to track order and status.</p>

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

D. Change Management					
184.0	The WAN Service Provider must receive Move, Add, Change (MAC) requests directly from the Service Integrator in accordance with the Operations Plan	E	Yes	A	AT&T will work with the SI using standardized processes for MAC activity for WAN services provided.
185.0	The WAN Service Provider must identify, prior to performance, any MAC activity that may result in disruption of service; in such instances, the State may request such activities be performed outside normal business hours.	E	Yes	A	
E. Reports					
186.0	The WAN Service Provider must provide reports electronically to the State and the Service Integrator.	E	Yes	A	
187.0	The WAN Service Provider must provide the following SLA reports on a monthly basis per site: <ul style="list-style-type: none"> • WAN Service Group Availability (SGA). • WAN Time to Repair (TTR) metric. • WAN Software MAC (Move/Add/Change) Request metric. • WAN Hardware MAC (Move/Add/Change) Request metric. 	E	Yes	A	As the WAN Provider only, the State/SI will be able to view Availability and TTR reports. AT&T does not offer MAC reports.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

F. Continuity of Service/Disaster Recovery					
188.0	The WAN Service Provider must ensure that single and/or multiple component failures during the time when the contract is under its control do not disrupt services to the State.	E	No	E	AT&T does its best to provide 100% uptime, but we cannot guarantee there will never be an outage during the contract.
189.0	The WAN Service Provider must adhere to the Telecommunications Service Priority (TSP) program and provide for the rapid provisioning and restoration of services to customers having a national security and emergency preparedness function.	E	Yes	D	Please see Attachment 8, Pricing Tables, for TSP pricing.
G. Optional Services					
190.0	The WAN Service Provider may provide descriptions of optional services related to operations of a WAN.	O	Yes	D	Please see Exhibit D, Optional Services, for optional services being offered.
Enterprise Internet Service Providers (ISP)					
A. Procurement of Services					
191.0	The Enterprise ISP must provide a complete list of all services offered that may be utilized as part of the WAN Services Solution.	E	Yes	A	
B. Invoicing					
192.0	The Enterprise ISP must submit properly itemized invoices to "Bill To" Address on Purchase Order.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

193.0	Invoices must provide and itemize, as applicable: <ul style="list-style-type: none"> • Contract number • Purchase Order number • Contractor name, address, phone number, and Federal Tax Identification Number • Description of any commodities/hardware, including quantity ordered • Date(s) of delivery and/or date(s) of installation and set-up • Price for each item, or Service Integrator's list price for each item and applicable discounts • Maintenance charges • Net invoice price for each item • Shipping costs • Other applicable charges • Total invoice price • Payment terms, including any available prompt payment discount 	E	Yes	A	Tax Identification Number is not listed on invoice.
C. Enterprise Internet Service Provider Services					
194.0	All documentation provided by the Enterprise Internet Services Providers must be in Microsoft Office 2010 suite (e.g. Project, Word, Excel, etc.) or PDF format and will be provided to the State in a digital format.	E	Yes	A	
195.0	Enterprise ISP Services must be delivered to the State no later than ninety (90) business days after the effective date of the executed contract.	E	Yes	A	As long as facilities are available and no special construction is needed.
196.0	The Enterprise Internet Service Provider may, with State's approval, implement processes, procedures and methods of operation that improve upon or optimize the implementation and delivery of the Enterprise ISP Services.	E	Yes	A	
197.0	The Enterprise Internet Service Provider must ensure standards-based routing protocol(s) are being utilized to announce routes from the customer premise router.	E	Yes	A	

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

198.0	The Enterprise Internet Service Provider must provide IPv4 and IPv6 support.	E	Yes	A	Dedicated Internet Service currently supports IPv4 and IPv6. Broadband Internet Service (i.e. DSL) currently supports IPv4, with support of IPv6 on the roadmap.
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ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

199.0	The dedicated Internet connections must be available from speeds of 1.5 Mbps and above for transmit and receive.	E	Yes	A	
200.0	<p>The Enterprise Internet Service Provider must ensure the architecture, features and capabilities of its Enterprise ISP access service offerings are to include, but are not limited to:</p> <ul style="list-style-type: none"> • Ability to provide dedicated and/or burstable Internet access at all access speeds. • Redundancy in the network between the State of Michigan and the Internet NAPs. • Primary and Secondary DNS services. • Network Address Translation (NAT) services. • Border Gateway Protocol (BGP) routing services. • The capability to route the State’s IP addresses, the capability to provide IP. • Addresses, and the smallest address space the Service Integrator/WAN Service Provider shall route on its backbone. • Ability to provide Internet2 access. • Web caching service. • Network time protocol. • IPV6 routing ability • Describing its security services available to mitigate interruptions and mechanisms for detecting and eliminating fraudulent and/or unauthorized use of the services provided to the State. Examples of known, unauthorized activity include, but are not limited to, Distributed Denial of Service (DDoS) and Domain Name Service (DNS) spoofing. 	E	Yes	A	<p>The types of fraudulent activities The Service Integrator must be detecting are (e.g. Distributed Denial of Service (DDoS), DNS spoofing, and any other sophisticated methods developed to disrupt internet services and State business.)</p> <p>Yes.</p> <p>Only if we provide the premises router and have diverse circuits</p> <p>3. Yes</p> <p>Only if AT&T provides the premises router.</p> <p>5. Yes</p> <p>Yes, /24 is smallest space advertised to Peers, AT&T will accept smaller subnet advertisements from customer</p> <p>7. No</p> <p>8. For Fee service</p> <p>Yes, we will route NTP on any connection</p> <p>10. Supported</p> <p>11. These are for fee services</p>
201.0	<p>The dedicated connection service must optionally provide:</p> <ul style="list-style-type: none"> • Web caching service. • Primary and secondary Domain Name Service administration. • Network time server. 	E	Yes	D	<p>Web Caching is a for fee optional service.</p> <p>We support Primary/Secondary administration, which is included in standard service.</p> <p>NTP is allowed, but servers are not provided unless we manage CPE.</p>
202.0	The Enterprise Internet Service Provider must monitor all aspects of the Enterprise ISP network connection 24x7x365.	E	Yes	A	Managed Internet Service is monitored 24x7x365. AT&T Business Broadband is not monitored.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

D. Service Level Agreements					
203.0	The Enterprise ISP must establish Service Level Agreements (SLAs) with the State.	E	Yes	A	For Managed Internet Service SLAs, please see Exhibit K, MIS Service Guide.
203.1	The SLAs will specify the following Service Class definitions.	E	Yes	A	
203.1.1	Class 1 - (99.999%). A site equipped with the following high availability options; redundant access transport service with diversely routed paths and enters the site on separate cable entrances, router redundant power supply, and router UPS system.	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.
203.1.2	Class 2 – (99.95%). A site equipped with the following high availability options; redundant access transport service with same path or equipped with an access transport backup option, and router UPS system. Site will be equipped with UPS 10 minute capacity allowing generator backup to resume.	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.
203.1.3	Class 3 – (99.85%). A site not equipped with the necessary redundant options to qualify as Service Class 1 or 2.	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.
203.1.4	Class 4 – (99.00%). A site connected to a commercial ISP.	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

203.2	The Enterprise ISP must adhere to the WAN Service Class Availability (SCA) to measure service performance.	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.
203.2.1	The Enterprise ISP must adhere to the following formula used to measure SCA: Service Class Down Time (SCD) = The total number of out-of-service hours for a given Service Class divided by the total number of site service hours, within service class x 100. Agreed-upon, pre scheduled maintenance windows are excluded from out-of-service hours. The Service Integrator must report the percentage of time the network was down and the percentage of time the network was available in total Per Site/Service Class.	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.
203.3	The Enterprise ISP must measure the Monthly Time to Repair (TTR) metric. The time will be measured from the time a trouble ticket is established at the Enterprise ISP's Network Operations Center (NOC) through any means until the Enterprise ISP's trouble ticket is changed to resolved status after site validation. The Enterprise ISP will not exceed the objective as stated by Class: <ul style="list-style-type: none"> • Class 1 4.0 hours. • Class 2 4.0 hours. • Class 3 4.0 hours. • Class 4 8.0 hours. 	E	Yes	A	AT&T's MIS has an Availability SLA of 100%. With that goal in mind, our objective is to restore service as soon as possible. Additional details can be found in Article 1 Section D. Enterprise ISP, and further details are in Exhibit K, MIS Service Guide.
203.4	The Enterprise ISP must measure the Monthly Software MAC (Move/Add/Change) Request metric:: <ul style="list-style-type: none"> • Number of MAC requests completed on or prior to the due date during the reporting period. • Total number of MAC requests completed during the reporting period. Compliance = A/B*100 (The result is a percentage) <ul style="list-style-type: none"> ○ A=Number of MAC orders completed on time. ○ B = Total number of MAC orders submitted within the measured timeframe. 	E	No	E	MACD SLAs are not offered with ISP services.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

203.4.1	The Enterprise ISP must include the number of tickets closed during the reporting period, the average successful MAC Request completion time, the number of tickets whose resolution time was greater than the average and the number of tickets whose resolution time was less than the average.	E	No	E	Orders can be tracked online for Managed Internet Services, but a report is not generated.
203.5	The Enterprise ISP must measure the Monthly Hardware MAC (Move/Add/Change) Request metric: <ul style="list-style-type: none"> Number of MAC requests completed on or prior to the due date during the reporting period. Total number of MAC requests completed during the reporting period. Compliance = A/B*100 (The result is a percentage)	E	No	E	Orders can be tracked online for Managed Internet Services, but a report is not generated.
203.5.1	The Enterprise ISP must include the number of tickets closed during the reporting period, the average successful MAC Request completion time, the number of tickets whose resolution time was greater than the average and the number of tickets whose resolution time was less than the average.	E	No	E	Orders can be tracked online for Managed Internet Services, but a report is not generated.
E. Change Management					
204.0	Reserved				
205.0	The Enterprise ISP must identify, prior to performance, any MAC activity that may result in disruption of service; in such instances, the State may request such activities be performed outside normal business hours.	E	Yes	A	
F. Reports					
206.0	The Enterprise ISP must provide the following SLA reports on a monthly basis per site: <ul style="list-style-type: none"> Enterprise ISP Service Group Availability (SGA). Enterprise ISP Time to Repair (TTR) metric. Enterprise ISP Software MAC (Move/Add/Change) Request metric. Enterprise ISP Hardware MAC (Move/Add/Change) Request metric. 	E	No	E	As an Enterprise ISP only, AT&T cannot provide these SLA reports. AT&T assumes that the SI would provide these reports.

ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

207.0	The Enterprise ISP must provide near real-time online network statistics for utilization and errors.	E	Yes	A	Near real-time network utilization statistics will be provided. Statistics for errors will be provided if AT&T is the Service Integrator.
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ATTACHMENT 6 - WIDE AREA NETWORK (WAN) SERVICES

G. Continuity of Service/Disaster Recovery					
208.0	The Enterprise ISP must ensure that single and/or multiple component failures during the time when the contract is under their control do not disrupt services to the State.	E	No	E	AT&T does its best to provide 100% uptime on all its networks, but we cannot guarantee there will never be an outage during the contract.
209.0	The Enterprise ISP must adhere to the Telecommunications Service Priority (TSP) program and provide for the rapid provisioning and restoration of services to customers having a national security and emergency preparedness function.	E	Yes	D	See Attachment 8, Pricing Tables, for TSP pricing.
H. Optional Services					
210.0	The Enterprise ISP may provide descriptions of optional services related to operations of Enterprise Internet Services.	O	Yes	D	Please see Exhibit D, Optional Services, for details of optional services.

Attachment 8 WAN Pricing Tables

Instructions for Bidder to complete the Pricing Table template:

Bidder must complete the Summary of the Service Costs and all associated tables identified. Identify all information related, directly or indirectly, to the Bidder's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

Identify any assumptions Bidder has made developing its Price Proposal in the **Pricing Additional Information** section provided at the end of the pricing table.

All sections in the pricing tables refer back to the categories listed in Article 1 - **Section 1.104 Work and Deliverables.**

Attachment 8

WAN Pricing Tables

Table 1: Summary of Contract Costs

Bidder please transfer category totals Table 2 and 3.

Michigan Based Network Operation Center Bundle			
No.	Project Cost(s)	Cost (\$)	Comments
A.	Procurement of Services	<i>Reserved</i>	
B.	Contract Plan and Administration	<i>Reserved</i>	
C.	Professional Services	\$427,601.79	This calculation based on Section C Professional Services, Michigan Based Network Operation Center Bundle: 794 devices (all devices including head-end) x Support Desk Services for each device
D.	Service Integrator	\$92,409.17	This calculation is based on Section D Service Integrator Service: 994 devices (200 non-ATT circuits + all the device) x monthly hardware rental
E.	Internet Service Providers	\$19,430.66	Total price includes 2x1Gb EaMIS (one to each Data Center) and uses 88 AT&T DSL for all identified IP-VPN locations for pricing demonstration purposes only.
F.	Service Level Agreements	\$0	Included in Support Desk Services/Professional Services
G.	Change Management	\$0	Included in Support Desk Services/Professional Services
H.	Reports	\$0	Included in Support Desk Services/Professional Services
I.	Business Continuity	\$0	Included in Support Desk Services/Professional Services
J.	Optional Services	\$TBD	This will depend on the optional services the State decides to purchase
K.	WAN Service Provider(s)	\$536,513.82	This calculation is based on Section J WAN Services: 700 circuits (692 non IP-VPN remote site circuits + 8 Head-end circuits) x monthly rate for each circuit
Pricing Proposal Supplemental Work Labor Rates		\$TBD	This will depend on the labor needed per project

Attachment 8

WAN Pricing Tables

Total Contract Costs	\$1,075,955.40	Total Monthly Recurring Charges
Network Assessment One Time Charges	\$ 220,000.00	

AT&T Service Integrator Only Standalone Offer			
No.	Project Cost(s)	Cost (\$)	Comments
A.	Procurement of Services	<i>Reserved</i>	
B.	Contract Plan and Administration	<i>Reserved</i>	
C.	Professional Services	\$452,477.79	This calculation based on Section C Professional Services, AT&T Service Integrator Only Standalone Offer: 794 devices (all devices including head-end) x Support Desk Services for each device
D.	Service Integrator	\$92,409.17	This calculation is based on Section D Service Integrator Service: 994 devices (200 non-ATT circuits + all the device) x monthly hardware rental
E.	Internet Service Providers	\$19,430.66	Total price includes 2x1Gb EaMIS (one to each Data Center) and uses 88 AT&T DSL for all identified IP-VPN locations for pricing demonstration purposes only.
F.	Service Level Agreements	\$0	Included in Support Desk Services/Professional Services
G.	Change Management	\$0	Included in Support Desk Services/Professional Services
H.	Reports	\$0	Included in Support Desk Services/Professional Services
I.	Business Continuity	\$0	Included in Support Desk Services/Professional Services
J.	Optional Services	\$TBD	This will depend on the optional services the State decides to purchase
K.	WAN Service Provider(s)	\$536,513.82	This calculation is based on Section J WAN Services: 700 circuits (692 non IP-VPN remote site circuits + 8 Head-end circuits) x monthly rate for each circuit

Attachment 8

WAN Pricing Table

Pricing Proposal Supplemental Work Labor Rates	\$TBD	This will depend on the labor needed per project
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Attachment 8

WAN Pricing Table

Total Contract Costs	\$1,100,831.40	Total Monthly Recurring Charges
Network Assessment One Time Charges	\$ 220,000.00	
Transition & Transformation One Time Charges	\$1,152,428.00	

Attachment 8

WAN Pricing Tables

Table 2: WAN Service

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
A.	Procurement of Services				
	Pre-Sales Consulting			Reserved	
	Design Services			Reserved	
	Total			Reserved	
B.	Contract Plan and Administration				
	Transaction Plan			Reserved	
	Operations Plan			Reserved	
	Escalation Plan Procedures			\$0	Included in Support Desk Services/Professional Services
				\$	
C.	Professional Services				
			Total # of Devices		
<p>AT&T Michigan Network Operation Center (MNOC) Bundle Offer – the rows below highlighted in blue represent a Managed Services bundled offer if AT&T is awarded the Service Integrator and a minimum of 450 AT&T In-footprint Ethernet sites as the WAN Services Provider. Also included in this bundle are one time charges that are waived including any transition/transformation charges. There are a total of 794 devices based on Attachment 3 site list v2 which includes the 16 duplicate addresses listed on “Sheet 2” and the additional 10 devices for the head-end data centers.</p>					
	Support Service Desk: Data Center Router - SOM_ASR1002-X		12	\$790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management. The details of these Services are described in Article 1 of the WAN RFP response

Attachment 8

WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Data Center Router - SOM_ASR1006 (Including Modem)		2	\$ 790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 707.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 696.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9		444	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8

WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1		216	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1		10	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1		15	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1		1	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

Attachment 8

WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1		5	\$ 562.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO3945E/K9		3	\$ 690.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9		86	\$ 298.13	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	CPE Management and NOC Services		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Problem and Incident Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Service Desk - Request and Change Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Management and Monitoring		N/A	\$N/A	Charges are included in the Support Service Desk charges above.

Attachment 8

WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Transition / Transformation One Time charges			\$0	The charges are waived under this bundle offering
<p><u>AT&T Service Integrator Only Standalone Offer</u> – the rows below highlighted in purple represent Managed Services standalone offer if AT&T is awarded the Service Integrator only section. Regarding the one time Transformation costs, the State can choose to pay them up front or have them amortized into the monthly costs. There are no discrete installation charges for new hardware. There are a total of 794 devices based on Attachment 3 site list v2 which includes the 16 duplicate addresses listed on “Sheet 2” and the additional 10 devices for the head-end data centers</p>					
	Support Service Desk: Data Center Router - SOM_ASR1002-X		12	\$790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Data CenterRouter - SOM_ASR1006 (Including Modem)		2	\$ 790.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 707.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 696.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9		444	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1		216	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1		10	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1		15	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1		1	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1		5	\$ 598.71	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	Support Service Desk: Class 3 Site Router - SOM_CISCO3945E/K9		3	\$ 690.00	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9		86	\$ 298.13	Price represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management and Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.
	CPE Management and NOC Services		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Problem and Incident Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Service Desk - Request and Change Management		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Management and Monitoring		N/A	\$N/A	Charges are included in the Support Service Desk charges above.
	Transition / Transformation One Time charges			\$1,152,428 (one time)	The State can decide to amortize this one time cost into the monthly recurring charges
	Network Assessments			\$220,000 (estimate – one time charge for initial assessment)	<p style="text-align: center;">One time charge</p> <p>This is an estimate based on draft plan provided for the first network assessment before design phase. It is estimated for 2 people for about 8-12 weeks performing the assessment. Final pricing will be determined by a mutually agreed upon Scope of Work.</p> <p>Estimate pricing for network assessments every 12-18 months is \$90,000</p>
D.	Service Integrator Services				

Attachment 8

WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Bidder is to provide a full list of all WAN and WAN related services they offer. Bidder is to add rows as necessary			N/A	Monthly Recurring Charges for the SI services are included in the Support Service Desk charges in Section C. above.
	3rd Party WAN Service Provider Management		195	\$54.00	Monthly Recurring Charges are based on the quantity of 3 rd Party circuits being managed by the SI. Management is limited to seven non-AT&T Providers and a maximum of 200 non-AT&T provider circuits.
	Hardware Rental: Data Center Router - SOM_ASR1002-X		12	\$ 809.08	
	Hardware Rental: Data Center Router - SOM_ASR1006 (Including Modem)		2	\$ 1,963.45	
	Hardware Rental: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 350.79	
	Hardware Rental: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)		0	\$ 384.94	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9		444	\$ 87.29	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1		216	\$ 100.51	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1		10	\$ 116.36	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1		15	\$ 145.43	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1		1	\$ 174.50	
	Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1		5	\$ 203.57	
	Hardware Rental: Class 3 Site Router - SOM_CISCO3945E/K9		3	\$ 305.39	
	Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9		86	\$ 23.87	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Example: Installation Charges (construction, outside/inside cable plant)			\$0	End site equipment install charges are waived under both offerings
E.	Internet Service Providers				
	Installation Charges (construction, outside/inside cable plant)	Dedicated Internet Service (i.e. MIS)		\$0	Entrance Facility Charges are waived for qualified AT&T served (aka In-Footprint) locations for the Term of the Agreement for Dedicated Internet Service (aka MIS) only. See Article 1 ISP Section 1.104.I.A. Procurement of services for Site Qualifications.
	Installation Charges (construction, outside/inside cable plant)	Broadband Internet Service (i.e. DSL)		\$0	Construction charges may apply on an individual case basis depending on location (example: highway roadside, light pole, intersection, etc)
	MIS / 1.5 Mbps Port/1.5 Mbps Min. Bandwidth / T1 / Customer Provided Router		0	\$170.89	
	MIS / 3 Mbps Port/3 Mbps Min. Bandwidth / NxT1 / Customer Provided Router		0	\$214.63	
	MIS / 4.5 Mbps Port/4.5 Mbps Min. Bandwidth / NxT1 / Customer Provided Router		0	\$352.24	
	MIS (w/ Managed Router) / 1.5 Mbps Port/1.5 Mbps Min. Bandwidth / T1 / Tele-Install		0	\$196.34	
	MIS (w/ Managed Router) MLPPP / 3 Mbps Port/3 Mbps Min. Bandwidth / NxT1 / Tele-Install		0	\$289.11	
	MIS (w/ Managed Router) MLPPP / 4.5 Mbps Port/4.5 Mbps Min. Bandwidth / NxT1 / Tele-Install		0	\$352.24	
	MIS / 5 Mbps Port / 5 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$112.50	
	MIS / 10 Mbps Port / 10 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$146.65	
	MIS / 20 Mbps Port / 20 Mbps Min.		0	\$246.27	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Bandwidth / Ethernet / Customer Provided Router				
	MIS / 50 Mbps Port / 25 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$296.88	
	MIS / 50 Mbps Port / 50 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$539.57	
	MIS / 100 Mbps Port / 50 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$539.57	
	MIS / 100 Mbps Port / 100 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$838.02	
	MIS / 250 Mbps Port / 100 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$958.39	
	MIS / 250 Mbps Port / 150 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,360.08	
	MIS / 250 Mbps Port / 250 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,953.85	
	MIS / 500 Mbps Port / 250 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,953.85	
	MIS / 500 Mbps Port / 500 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$3,364.54	
	MIS / 1 Gbps Port / 250 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$1,953.85	
	MIS / 1 Gbps Port / 500 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$2,427.36	
	MIS / 1 Gbps Port / 700 Mbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$3,240.99	
	MIS / 1 Gbps Port / 1000 Mbps Min. Bandwidth / Ethernet / Customer		2	\$3,714.53	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Provided Router				
	EAMIS / 10 Gbps Port / 2.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$15,621.20	
	EAMIS / 10 Gbps Port / 3 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$19,128.00	
	EAMIS / 10 Gbps Port / 3.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$22,246.26	
	EAMIS / 10 Gbps Port / 4 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$25,344.60	
	EAMIS / 10 Gbps Port / 4.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$28,423.01	
	EAMIS / 10 Gbps Port / 5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$31,083.00	
	EAMIS / 10 Gbps Port / 5.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$34,520.06	
	EAMIS / 10 Gbps Port / 6 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$37,538.70	
	EAMIS / 10 Gbps Port / 6.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$40,537.41	
	EAMIS / 10 Gbps Port / 7 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$42,958.30	
	EAMIS / 10 Gbps Port / 7.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$46,475.06	
	EAMIS / 10 Gbps Port / 8 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$49,414.00	
	EAMIS / 10 Gbps Port / 8.5 Gbps Min. Bandwidth / Ethernet / Customer		0	\$52,333.01	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Provided Router				
	EAMIS / 10 Gbps Port / 9 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$54,514.80	
	EAMIS / 10 Gbps Port / 9.5 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$57,354.11	
	EAMIS / 10 Gbps Port / 10 Gbps Min. Bandwidth / Ethernet / Customer Provided Router		0	\$45,753.00	
	EAMIS / 20 Gbps Port / 20 Gbps Min. Bandwidth / NX10Gig / Customer Provided Router		0	\$90,900.00	
	EAMIS / 30 Gbps Port / 30 Gbps Min. Bandwidth / NX10Gig / Customer Provided Router		0	\$134,532.00	
	EAMIS / 40 Gbps Port / 40 Gbps Min. Bandwidth / NX10Gig / Customer Provided Router		0	\$176,952.00	
	EAMIS w/ Managed Router / 5 Mbps Port / 5 Mbps Min. Bandwidth / Tele-Install		0	\$142.00	
	EAMIS w/ Managed Router / 10 Mbps Port / 10 Mbps Min. Bandwidth / Tele-Install		0	\$247.25	
	EAMIS w/ Managed Router / 20 Mbps Port / 20 Mbps Min. Bandwidth / Tele-Install		0	\$360.87	
	EAMIS w/ Managed Router / 50 Mbps Port / 25 Mbps Min. Bandwidth / Tele-Install		0	\$418.59	
	EAMIS w/ Managed Router / 50 Mbps Port / 50 Mbps Min. Bandwidth / Tele-Install		0	\$710.38	
	EAMIS w/ Managed Router / 100 Mbps Port / 50 Mbps Min. Bandwidth / Tele-Install		0	\$710.38	
	EAMIS w/ Managed Router / 100 Mbps Port / 100 Mbps Min. Bandwidth / Tele-		0	\$920.26	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	Install / 100Mb Circuit				
	EAMIS w/ Managed Router / 100 Mbps Port / 100 Mbps Min. Bandwidth / On-Site / 1Gb Circuit		0	\$920.26	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 250 Mbps Port / 100 Mbps Min. Bandwidth / On-Site		0	\$920.26	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 250 Mbps Port / 150 Mbps Min. Bandwidth / On-Site		0	\$1,271.84	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 250 Mbps Port / 250 Mbps Min. Bandwidth / On-Site		0	\$1,834.24	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 500 Mbps Port / 250 Mbps Min. Bandwidth / On-Site		0	\$1,834.24	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 500 Mbps Port / 500 Mbps Min. Bandwidth / On-Site		0	\$3,067.75	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 1 Gbps Port / 250 Mbps Min. Bandwidth / On-Site		0	\$1,834.24	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 1 Gbps Port / 500 Mbps Min. Bandwidth / On-Site		0	\$3,067.75	\$1500 One Time Charge applies
	EAMIS w/ Managed Router / 1 Gbps Port / 1000 Mbps Min. Bandwidth / On-Site		0	\$3,859.55	\$1500 One Time Charge applies
	1Gb Port / Incremental Usage per Mbps (Flex) / 25 Mbps		0	\$16.20	
	1Gb Port / Incremental Usage per Mbps (Flex) / 50 Mbps		0	\$14.85	
	1Gb Port / Incremental Usage per Mbps (Flex) / 100 Mbps		0	\$11.60	
	1Gb Port / Incremental Usage per Mbps (Flex) / 150 Mbps		0	\$9.45	
	1Gb Port / Incremental Usage per Mbps (Flex) / 250 Mbps		0	\$8.10	
	1Gb Port / Incremental Usage per Mbps (Flex) / 500 Mbps		0	\$7.09	
	1Gb Port / Incremental Usage per Mbps (Flex) / 700 Mbps		0	\$6.75	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	10Gb Port / Incremental Usage per Mbps (Flex) / 5 Gbps		0	\$5.51	
	10Gb Port / Incremental Usage per Mbps (Flex) / 5.5 Gbps		0	\$5.56	
	10Gb Port / Incremental Usage per Mbps (Flex) / 6 Gbps		0	\$5.54	
	10Gb Port / Incremental Usage per Mbps (Flex) / 6.5 Gbps		0	\$5.52	
	10Gb Port / Incremental Usage per Mbps (Flex) / 7 Gbps		0	\$5.44	
	10Gb Port / Incremental Usage per Mbps (Flex) / 7.5 Gbps		0	\$5.49	
	10Gb Port / Incremental Usage per Mbps (Flex) / 8 Gbps		0	\$5.47	
	10Gb Port / Incremental Usage per Mbps (Flex) / 8.5 Gbps		0	\$5.45	
	10Gb Port / Incremental Usage per Mbps (Flex) / 9 Gbps		0	\$5.37	
	10Gb Port / Incremental Usage per Mbps (Flex) / 9.5 Gbps		0	\$5.35	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 5 Gbps		0	\$5.51	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 10 Gbps		0	\$5.33	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 15 Gbps		0	\$5.31	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 20 Gbps		0	\$5.30	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 25 Gbps		0	\$5.25	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 30 Gbps		0	\$5.22	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 35 Gbps		0	\$5.18	
	Nx10Gb Port / Incremental Usage per Mbps (Flex) / 40 Gbps		0	\$5.15	
	MIS TDM Access / 1.5Mb / T1 / 0-50 Miles / Each		0	\$252.50	
	MIS TDM Access / 3.0 Mb / 2xT1 / 0-50 Miles / Each		0	\$454.50	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	MIS TDM Access / 4.5Mb / 3xT1 / 0-50 Miles / Each		0	\$606.00	
	MIS Ethernet Access / 10Mb / 100BaseTX / SBC		0	\$587.82	
	MIS Ethernet Access / 100Mb / 100BaseTX / SBC		0	\$602.47	
	MIS Ethernet Access / 1000Mb / 1000BaseSX/LX / SBC		2	\$1,086.76	Replaces current existing MIS circuits at: 530 W. Allegan, Lansing 7150 Harris Dr, Dimondale
	517335 / 10000 / 10G Base-SR / SBC		0	\$4,748.01	530 W. Allegan, Lansing
	517322 / 10000 / 10G Base-SR / SBC		0	\$4,748.01	7150 Harris Dr, Dimondale
	10000 / 10G Base-SR / SBC		0	ICB	
	Business DSL / In-Region - 22 State / 1.5 Mg/384k / BroadBand Static IP Direct (Dry Loop)		0	\$58.08	
	Business DSL / In-Region - 22 State / 3.0 Mg/512k / BroadBand Static IP Direct (Dry Loop)		0	\$58.58	
	Business DSL / In-Region - 22 State / 6.0 Mg/768k / BroadBand Static IP Direct (Dry Loop)		0	\$66.95	
	Business DSL / In-Region - 22 State / 12.0 M / 1M / BroadBand Static IP Direct (Dry Loop)		0	\$71.13	
	Business DSL / In-Region - 22 State / 18.0 M/1.5M / BroadBand Static IP Direct (Dry Loop)		0	\$102.75	
	Business DSL / In-Region - 22 State / 24M / 3M / BroadBand Static IP Direct (Dry Loop)		88	\$111.68	Quantity is for pricing demonstration purposes only. Not all locations will qualify for DSL. (e.g. Out-of-Footprint, distance limit, etc.)
	Business DSL / Other / IP Block Size - 13 / BroadBand Multi Static IP		0	\$17.68	
	Business DSL / Other / Managed CPE option / ADSL and Boadband		0	\$7.58	
	Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes		0	\$100.00	

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WAN Pricing Table

No.	Category	Resources Required	Total # of hours (or Devices) (Bidder to identify # of hours per resource)	Total cost Per Site (\$) (Bidder must transfer category totals to Table 1)	Comments (Bidder must explain how they arrived at the costs identified)
	of zone file data)				
	Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)		0	\$100.00	

Attachment 8

WAN Pricing Tables

F.	Service Level Agreements				
				<i>Reserved</i>	Included in Support Desk Services/Professional Services
	Total			Reserved	
	Total			Reserved	
G.	Change Management				
				<i>Reserved</i>	Included in Support Desk Services/Professional Services
	Total			Reserved	
H.	Reports				
	Special Reporting Per Request for reports not included in normal scope Bidder is to add rows as necessary			\$N/A	Charges for Reports are included in the Support Service Desk charges in Section C. above.
	Total			\$N/A	
I.	Business Continuity				
				<i>Reserved</i>	Included in Support Desk Services/Professional Services
	Total			Reserved	
J.	Optional Services - These Optional Services are not required for either solution. They can be bolt on services to enhance the WAN.				
	AVPN CoS Package Change Charge			\$100.00/change	

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WAN Pricing Table

	AVPN CoS Deactivation Charge			\$100.00/change	
	AVPN SDO Config Change			\$100.00/change	
	AVPN Port Change			\$1,000.00/change	
	AVPN Port order Cancellation			\$500.00/change	
	AVPN Port Due Date Change			\$500.00/change	
	AVPN Port/CPE Expedite			\$500.00/expedite	
	AVPN CIR Change			\$25.00/change	
	TSP Priority Marking - Provisioning Priority (per IOC)			\$416.00 (one time charge)	
	TSP Priority Marking - Provisioning Priority (per Access Channel)			\$128.00 (one time charge)	
	TSP Priority Marking - Restoration Priority (per IOC)			\$9.35 Per month \$244.00 (one time charge)	
	TSP Priority Marking - Restoration Priority (per Access Channel)			\$4.00 Per month \$144.50 (one time charge)	
	Change of TSP Restoration Priority level (per change to IOC)			\$36.40 (one time charge)	
	Change of TSP Restoration Priority level (per change to Access Channel)			\$62.50 (one time charge)	
	ANIRA			\$See below	Due to the items involved with pricing this service, the pricing did not fit in this table. Please see below for ANIRA pricing.

Attachment 8 WAN Pricing Tables

J.	WAN Services to be Provided				
	Managed Services			\$N/A	No Managed Services
	Installation Charges (construction, outside/inside cable plant)	AT&T In-Footprint sites		\$0	Entrance Facility Charges are waived for qualified AT&T served (aka In-Footprint) locations for the Term of the Agreement for AVPN Ethernet only. See Article 1 WAN Provider Section 1.104.I.A. Procurement of services for Site Qualifications.
	Installation Charges (construction, outside/inside cable plant)	AT&T Out-of-Footprint sites		\$TBD	Sites where AT&T is not the Incumbent Local Exchange Carrier (ILEC) may require entrance facilities work, incur One Time Charges and/or Special Construction charges from the local access provider. AT&T will attempt to identify any such expenses before circuit orders, however if such charges occur they will be passed through to the State.
Below are AVPN MPLS Ports, Access circuits, and additional features pricing. The total quantity of combined circuits and ports is 700 which includes the 16 duplicate addresses listed on "Sheet 2" of Appendix 3 WAN LIST VER 2 dated 2-22-14 and 8 x 1Gb Head-end circuits (4x1Gb @ each Data Center), less 88 IP VPN sites. It also includes 4x50Mb Ethernet local access circuits for LNOG network access to the two data center managed routers. *					
MPLS Port, Flat Rate (1.544M/1.536M)		140	\$92.72		
MPLS Port, Flat Rate (3.088M)		8	\$100.62		
MPLS Port, Flat Rate (4.632M)		7	\$111.76		
MPLS Port, Flat Rate (6.176M)		6	\$116.80		
MPLS Port, Flat Rate (9.264M)		1	\$131.49		
MPLS Port, Flat Rate (10M)		516	\$308.20		
MPLS Port, Flat Rate (12.352M)		5	\$156.34		

Attachment 8

WAN Pricing Table

MPLS Port, Flat Rate (20M)		0	\$383.75	
MPLS Port, Flat Rate (50M)		6	\$670.00	
MPLS Port, Flat Rate (100M)		3	\$1,140.19	
MPLS Port, Flat Rate (250M)		0	\$2,524.71	
MPLS Port, Flat Rate (500M)		0	\$3,917.99	
MPLS Port, Flat Rate (1G)		8	\$7,232.78	
MPLS Port, Flat Rate (1.5 -		0	ICB	
Port Option, Service Diversity Option (1.544M/1.536M)		0	\$2.40	
Port Option, Service Diversity Option (3.088M)		0	\$3.90	
Port Option, Service Diversity Option (4.632M)		0	\$5.10	
Port Option, Service Diversity Option (6.176M)		0	\$5.90	
Port Option, Service Diversity Option (9.264M)		0	\$7.30	
Port Option, Service Diversity Option (10M)		0	\$7.60	
Port Option, Service Diversity Option (12.352M)		0	\$8.60	
Port Option, Service Diversity Option (20M)		0	\$11.30	
Port Option, Service Diversity Option (45M)		0	\$20.50	
Port Option, Service Diversity Option (50M)		0	\$25.30	
Port Option, Service Diversity Option (100M)		0	\$43.50	
Port Option, Service Diversity Option (250M)		0	\$88.20	
Port Option, Service Diversity		0	\$132.90	

Attachment 8

WAN Pricing Table

Option (500M)				
Port Option, Service Diversity Option (1G)		0	\$250.10	
Port Option, POP Diversity (1.544M)		0	\$4.90	
Port Option, POP Diversity (3.088M)		0	\$7.70	
Port Option, POP Diversity (4.632M)		0	\$10.20	
Port Option, POP Diversity (6.176M)		0	\$11.70	
Port Option, POP Diversity (9.264M)		0	\$14.60	
Port Option, POP Diversity (10M)		0	\$15.30	
Port Option, POP Diversity (12.352M)		0	\$17.20	
Port Option, POP Diversity (20M)		0	\$22.60	
Port Option, POP Diversity (50M)		0	\$50.60	
Port Option, POP Diversity (100M)		0	\$87.10	
Port Option, POP Diversity (250M)		0	\$176.40	
Port Option, POP Diversity (500M)		0	\$265.80	
Port Option, POP Diversity (1G)		0	\$500.30	
MPLS Unilink, Port Charge		0	\$15.30	
MPLS Unilink, Port Charge		0	\$21.00	
MPLS Unilink, Port Charge		0	\$40.10	
MPLS Unilink, Port Charge		0	\$67.10	

Attachment 8

WAN Pricing Table

(100M)				
MPLS Unilink, Port Charge (250M)		0	\$151.20	
MPLS Unilink, Port Charge (500M)		0	\$227.80	
MPLS Unilink, Port Charge (1G)		0	\$418.10	
CoS Package, Multimedia High Svc (1.544M/1.536M)		0	\$6.80	
CoS Package, Multimedia High Svc (3.088M)		0	\$10.80	
CoS Package, Multimedia High Svc (4.632M)		0	\$14.20	
CoS Package, Multimedia High Svc (6.176M)		0	\$16.40	
CoS Package, Multimedia High Svc (9.264)		0	\$20.50	
CoS Package, Multimedia High Svc (10M)		0	\$21.40	
CoS Package, Multimedia High Svc (12.352M)		0	\$24.10	
CoS Package, Multimedia High Svc (20M)		0	\$29.40	
CoS Package, Multimedia High Svc (50M)		0	\$56.20	
CoS Package, Multimedia High Svc (100M)		0	\$93.90	
CoS Package, Multimedia High Svc (250M)		0	\$211.70	
CoS Package, Multimedia High Svc (500M)		0	\$318.90	
CoS Package, Multimedia High Svc (1G)		0	\$585.30	
CoS Package, Multimedia High		0	ICB	

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WAN Pricing Table

Svc (1.5 - 40G)				
CoS Package, Multimedia Standard Svc (1.544M/1.536M)		0	\$6.80	
CoS Package, Multimedia Standard Svc (3.088M)		0	\$10.80	
CoS Package, Multimedia Standard Svc (4.632M)		0	\$14.20	
CoS Package, Multimedia Standard Svc (6.176M)		0	\$16.40	
CoS Package, Multimedia Standard Svc (9.264M)		0	\$20.50	
CoS Package, Multimedia Standard Svc (10M)		0	\$21.40	
CoS Package, Multimedia Standard Svc (12.352M)		0	\$24.10	
CoS Package, Multimedia Standard Svc (20M)		0	\$29.40	
CoS Package, Multimedia Standard Svc (50M)		0	\$56.20	
CoS Package, Multimedia Standard Svc (100M)		0	\$93.90	
CoS Package, Multimedia Standard Svc (250M)		0	\$211.70	
CoS Package, Multimedia Standard Svc (500M)		0	\$318.90	
CoS Package, Multimedia Standard Svc (1G)		0	\$585.30	
CoS Package, Multimedia Standard Svc (1.5 - 40G)		0	ICB	
CoS Package, Critical Data Svc (1.544M/1.536M)		0	\$3.40	
CoS Package, Critical Data Svc (3.088M)		0	\$5.40	

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WAN Pricing Table

CoS Package, Critical Data Svc (4.632M)		0	\$7.10	
CoS Package, Critical Data Svc (6.176M)		0	\$8.20	
CoS Package, Critical Data Svc (9.264M)		0	\$10.20	
CoS Package, Critical Data Svc (10M)		0	\$10.70	
CoS Package, Critical Data Svc (12.352M)		0	\$12.00	
CoS Package, Critical Data Svc (20M)		0	\$14.70	
CoS Package, Critical Data Svc (50M)		0	\$28.10	
CoS Package, Critical Data Svc (100M)		0	\$46.90	
CoS Package, Critical Data Svc (250M)		0	\$105.80	
CoS Package, Critical Data Svc (500M)		0	\$159.50	
CoS Package, Critical Data Svc (1G)		0	\$292.70	
CoS Package, Critical Data Svc (1.5 - 40G)		0	ICB	
CoS Package, Business Data Svc (1.544M/1.536M)		0	\$3.40	
CoS Package, Business Data Svc (3.088M)		0	\$5.40	
CoS Package, Business Data Svc (4.632M)		0	\$7.10	
CoS Package, Business Data Svc (6.176M)		0	\$8.20	
CoS Package, Business Data Svc		0	\$10.20	

Attachment 8

WAN Pricing Table

(9.264M)				
CoS Package, Business Data Svc (10M)		0	\$10.70	
CoS Package, Business Data Svc (12.352M)		0	\$12.00	
CoS Package, Business Data Svc (20M)		0	\$14.70	
CoS Package, Business Data Svc (50M)		0	\$28.10	
CoS Package, Business Data Svc (100M)		0	\$46.90	
CoS Package, Business Data Svc (250M)		0	\$105.80	
CoS Package, Business Data Svc (500M)		0	\$159.50	
CoS Package, Business Data Svc (1G)		0	\$292.70	
CoS Package, Business Data Svc (1.5 - 40G)		0	ICB	
AVPN Access, AT&T Ethernet (10Mb)		485	\$389.82	
AVPN Access, AT&T Ethernet (20Mb)		0	\$468.63	
AVPN Access, AT&T Ethernet (50Mb)		6	\$560.18	
AVPN Access, AT&T Ethernet (100Mb)		3	\$705.28	
AVPN Access, AT&T Ethernet (250Mb)		0	\$948.12	
AVPN Access, AT&T Ethernet (500Mb)		0	\$1,138.46	
AVPN Access, AT&T Ethernet (1Gb)		8	\$1,445.06	

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WAN Pricing Table

AVPN Access, AT&T Ethernet (10-40Gb)		0	ICB	
AVPN Access, Charter Ethernet (10Mb)		31	\$691.80	
AVPN Access, AT&T T1 (1.544Mb)		3	\$253.43	
AVPN Access, AT&T 2xT1 (3.088Mb)		0	\$455.51	
AVPN Access, AT&T 3xT1 (4.632Mb)		0	\$607.12	
AVPN Access, AT&T 4xT1 (6.176Mb)		0	\$607.17	
AVPN Access, AT&T 6xT1 (9.264Mb)		0	\$942.70	
AVPN Access, AT&T 8xT1 (12.352Mb)		0	\$1,274.51	
AVPN Access, Frontier T1 (1.544Mb)		115	\$266.31	
AVPN Access, Frontier 2xT1 (3.088Mb)		5	\$607.01	
AVPN Access, Frontier 3xT1 (4.632Mb)		7	\$943.71	
AVPN Access, Frontier 4xT1 (6.176Mb)		3	\$1,287.37	
AVPN Access, Frontier 6xT1 (9.264Mb)		0	\$1,970.07	
AVPN Access, Frontier 8xT1 (12.352Mb)		3	\$2,644.34	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel T1		22	\$253.43	

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WAN Pricing Table

AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 2xT1		3	\$455.51	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel		0	\$607.12	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 4xT1		3	\$770.53	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 6xT1		1	\$1,194.81	
AVPN Access, CenturyLink, Baraga, Hiawatha, U.P. Tel, Deerfield Farmers, Barry Tel, Ontonagon Tel 8xT1		2	\$1,610.68	
ATT Switched Ethernet Service - IntraLATA	100Mb Port / 10Mb CIR / MultiMedia Standard -	0	\$350.00	
ATT Switched Ethernet Service - IntraLATA	100Mb Port / 50Mb CIR / MultiMedia Standard -	4	\$490.00	Ethernet local access circuits for MNOC network access to the two data center managed routers.
ATT Switched Ethernet Service - IntraLATA	100Mb Port / 100Mb CIR / MultiMedia Standard -	0	\$600.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 10Mb CIR / MultiMedia Standard -	0	\$400.00	

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WAN Pricing Table

ATT Switched Ethernet Service - IntraLATA	1Gb Port / 50Mb CIR / MultiMedia Standard -	0	\$540.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 100Mb CIR / MultiMedia Standard -	0	\$650.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 150Mb CIR / MultiMedia Standard -	0	\$700.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 250Mb CIR / MultiMedia Standard -	0	\$800.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 400Mb CIR / MultiMedia Standard -	0	\$850.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 500Mb CIR / MultiMedia Standard -	0	\$900.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 600Mb CIR / MultiMedia Standard -	0	\$950.00	
ATT Switched Ethernet Service - IntraLATA	1Gb Port / 1000Mb CIR / MultiMedia Standard -	0	\$1,000.00	
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 2000Mb CIR / MultiMedia Standard -	0	\$1,500.00	
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 2500Mb CIR / MultiMedia Standard -	0	\$1,700.00	

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WAN Pricing Table

ATT Switched Ethernet Service - IntraLATA	10Gb Port / 4000Mb CIR / MultiMedia Standard -	0	\$1,900.00	
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 5000Mb CIR / MultiMedia Standard -	0	\$2,100.00	
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 7500Mb CIR / MultiMedia Standard -	0	\$2,500.00	
ATT Switched Ethernet Service - IntraLATA	10Gb Port / 10000Mb CIR / MultiMedia Standard -	0	\$3,000.00	

Table 3: Pricing Proposal Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments
Project Manager	\$TBD	Varies depending on type and scope of Project. These types of projects would be considered out the scope of work for this contract. Billed in 1 day increments, one month minimum
Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour(normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.

Attachment 8

WAN Pricing Tables

Total	\$N/A	Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project
 - Objective c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department
 - Standards h. Payment
 - Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed m. Expected Bidder Work Hours and Conditions
4. The parties agree that the Services/Deliverables to be rendered by Bidder using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. Bidder shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

Pricing Additional Information

Attachment 8

WAN Pricing Tables

Bidders are to provide any additional details below needed to fully understand the proposed pricing contained in the cost tables. Bidders must describe any assumptions or any relevant information needed in understanding the pricing approach being proposed.

Attachment 8

WAN Pricing Tables

Bidders are to provide any additional details in this response box. Bidders must describe any assumptions made and expectations of State and Contractor roles as it pertains to this Contract.

Bidder's Response:

Site availability of all Ethernet services is subject to final Engineering review.

Please see Exhibit T, Pricing Table Summaries for both models, for total costs.

*AVPN access circuits have the following charges/fees applied that will be passed through to the State of Michigan that can change quarterly:

Universal Connectivity Charge (UCC): In May of 1997, the Federal Communications Commission (FCC) adopted rules that mandated that telecommunications carriers pay into a federal program called the Universal Service Fund (USF). AT&T and other telecommunications carriers are required by the FCC, to pay a percentage of their revenues for state-to-state and international services into the Universal Service Fund. The FCC sets this percentage on a quarterly basis. AT&T has chosen to recover its payments into the Universal Service Fund by charging customers the UCC, which is now equal to the percentage set by the FCC.

The Universal Service Fund helps provide affordable telecommunications services for low-income customers and customers in rural areas. It also provides discounts on Internet access for eligible schools, libraries and rural health care providers. The USF is collected from telecommunications carriers and administered by the Universal Service Administration Corporation. They are responsible for disbursing the funds according to eligibility criteria established by the FCC.

In the competitive industry we are in, we cannot afford to absorb the costs associated with the USF that have been imposed on AT&T. Therefore, AT&T has chosen to recover these costs by charging a separate monthly charge called the Universal Connectivity Charge (UCC).

Effective April 1, 2014 the Universal Connectivity Charge will change from 16.4% to 16.6% of your state-to-state and international long distance charges as well as any service charges. If you have AT&T for local service, the UCC also applies to your Subscriber Line Charge(s) (which in California is called the Network Access for Interstate Calling Charge) and Number Portability Charge(s). You should be aware that AT&T will periodically change the UCC to reflect changes in the amount the FCC requires AT&T to pay into the Universal Service Fund. AT&T will not provide advance notice of changes to the Universal Connectivity Charge except as required by law.

Administrative Expense Fee (AEF): The Administrative Expense Fee (AEF) is a fee separate from the UCC and recovers a portion of AT&T's internal costs associated with the USF. Prior to April 1, 2003, these internal costs were recovered as part of the UCC. As a result of a Decision by the FCC on December 13, 2002, beginning on April 1, 2003, carriers who want to collect this type of expense as a line item charge must do so through a line item separate from that used for recovery of actual USF assessments. Effective April 1, 2014, the Administrative Expense Fee will remain at 0.88%. We continue to make every effort to recover these costs in a fair and equitable manner.

Attachment 8

WAN Pricing Tables

ANIRA

The following table shows the price components for ANIRA. It includes the billing frequency (MRC vs. OTC), the list price, and discount eligibility apply.

MRC: Monthly Recurring Charge

OTC: One-time-charge

	Billing Frequency	Discount Eligible	List
ANIRA SOHO			
ANIRA SOHO Install/Setup	OTC	no	99
ANIRA SOHO CPE	MRC	yes	99
SOHO Pro-install basic (SOHO device only)	OTC	no	580
SOHO Pro-maintenance	MRC	yes	20
Missed appointment	OTC	no	200
Expedite order	OTC	no	200
ANIRA Remote Access			
VPN Management fee	MRC	yes	10.00
ANIRA Private Network Connection (PNC) charge			
AVPN			
Typell(2 Mbs)Remote Access IP Charge	MRC	yes	1,248
Typell(3 Mbs)Remote Access IP Charge	MRC	yes	1,316
Typell(4 Mbs)Remote Access IP Charge	MRC	yes	1,756
Typell(5 Mbs)Remote Access IP Charge	MRC	yes	2,194
Typell(6 Mbs)Remote Access IP Charge	MRC	yes	2,632
Typell(7 Mbs)Remote Access IP Charge	MRC	yes	3,070
Typell(8 Mbs)Remote Access IP Charge	MRC	yes	3,508
Typell(9 Mbs)Remote Access IP Charge	MRC	yes	3,946
Typell(10 Mbs)Remote Access IP Charge	MRC	yes	4,384
Typell(15 Mbs)Remote Access IP Charge	MRC	yes	6,330
Typell(20 Mbs)Remote Access IP Charge	MRC	yes	8,438
Typell(25 Mbs)Remote Access IP Charge	MRC	yes	10,548
Typell(30 Mbs)Remote Access IP Charge	MRC	yes	12,650
Typell(35 Mbs)Remote Access IP Charge	MRC	yes	14,766

Attachment 8

WAN Pricing Table

Typell(40 Mbs)Remote Access IP Charge	MRC	yes	16,876
Typell(50 Mbs)Remote Access IP Charge	MRC	yes	20,462
Typell(60 Mbs)Remote Access IP Charge	MRC	yes	23,818
Typell(70 Mbs)Remote Access IP Charge	MRC	yes	26,954
Typell(80 Mbs)Remote Access IP Charge	MRC	yes	29,880
Typell(90 Mbs)Remote Access IP Charge	MRC	yes	32,607
Typell(100 Mbs)Remote Access IP Charge	MRC	yes	35,143
<i>AVPN Dual Stack egress</i>			
Typelll(2 Mbs)Remote Access IP Charge	MRC	yes	1,248
Typelll(3 Mbs)Remote Access IP Charge	MRC	yes	1,316
Typelll(4 Mbs)Remote Access IP Charge	MRC	yes	1,756
Typelll(5 Mbs)Remote Access IP Charge	MRC	yes	2,194
Typelll(6 Mbs)Remote Access IP Charge	MRC	yes	2,632
Typelll(7 Mbs)Remote Access IP Charge	MRC	yes	3,070
Typelll(8 Mbs)Remote Access IP Charge	MRC	yes	3,508
Typelll(9 Mbs)Remote Access IP Charge	MRC	yes	3,946
Typelll(10 Mbs)Remote Access IP Charge	MRC	yes	4,384
Typelll(20 Mbs)Remote Access IP Charge	MRC	yes	8,438
Typelll(30 Mbs)Remote Access IP Charge	MRC	yes	12,650
Typelll(40 Mbs)Remote Access IP Charge	MRC	yes	16,876
Typelll(50 Mbs)Remote Access IP Charge	MRC	yes	20,462
Typelll(60 Mbs)Remote Access IP Charge	MRC	yes	23,818
Typelll(70 Mbs)Remote Access IP Charge	MRC	yes	26,954
Typelll(80 Mbs)Remote Access IP Charge	MRC	yes	29,880
Typelll(90 Mbs)Remote Access IP Charge	MRC	yes	32,607

The following discount table applies to discount eligible ANIRA components listed above.

Annual Revenue Commitment (USD)	1 Year Term	2 Year Term	3 Year Term
0 to 999	0%	0%	0%
1,000 to 9,999	0%	20%	35%
10,000 to 249,999	0%	25%	40%
250,000 to 499,999	0%	28%	43%
500,000 to 749,999	0%	28%	43%
750,000 to 999,999	0%	28%	43%
More than 1,000,000	0%	28%	43%

Attachment 8 WAN Pricing Tables

AT&T Internet Protect Service

Feature Name	Identifier	Non-Recurring Charge	Recurring Charge	Unit of measure	Change Charge
Internet Protect 1-15 User Tokens	AIP15	\$115.00	\$1,000	Per user	\$0.00

AT&T Distributed Denial of Service (DDoS) Protection**

(**Requires Internet Protect Service)

Feature Name	Identifier	Non-Recurring Charge	Recurring Charge	Unit of measure	Change Charge
DDoS 1 – 2 GB Protection**	DDOSMNT-2	\$0.00	\$2,590	Per Network	\$0.00

AT&T Agnostic Distributed Denial of Service (DDoS) Protection **

Feature Name	Identifier	Non-Recurring Charge	Recurring Charge	Unit of measure	Change Charge
70 Hours Monthly Mitigation Plan		\$3,500.00	\$3,500.00	Per Network	\$0.00
Customer Protected Circuit		\$2,500.00	\$1500.00	Per Circuit	\$0.00

**Customers must choose a Monthly Mitigation Plan. Per Customer-Protected Circuit Charges are added to the price of the Plan

Tokens \$115 NRC per person



NBI11307

**AT&T VPN Service
Pricing Schedule (custom)**

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider Information (if applicable) <input type="checkbox"/> Primary Contact
Name: Greg Faremouth Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-1646 Email: faremouthg@michigan.gov Customer Account Number or Master Account Number:	23500 NORTHWESTERN HWY BLDG W SOUTHFIELD, MI 48075 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: Company Name: Telephone: Fax: Email: Agent Code:

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

AT&T VPN Service

1. SERVICES

AT&T VPN Service

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term/Initial Service Period	Term/Period Start Date
60 Months	Effective Date of this Pricing Schedule

Stabilization Date of Rates for AT&T VPN Service*	AT&T VPN Service	Schedule of Charges Version 2014-05-01
--	------------------	---

Effective Date of rates and discounts	AT&T VPN Service *	First day of the first full billing month following the Effective Date of this Pricing Schedule
--	--------------------	---

*: Customer's rates to which any discounts will apply shall be stabilized at the then-current list rates set forth in the AT&T VPN Schedule of Charges (which is part of the Service Guide) as of the date specified in this pricing schedule. The AT&T VPN Schedule of Charges, (available to Customer after the effective date) is located at the following URL: <https://www.businessdirect.att.com/portal/index.jsp>. Rates for all AT&T VPN Service Components added to the Service Guide after this date will not be stabilized, but shall be available to Customer, undiscounted, at the list price set forth in the Service Guide.

3. MINIMUM RETENTION AND PAYMENT PERIODS

3.1 Minimum Retention Period for AT&T VPN Service

Applicable AT&T VPN One Time Charges	Minimum Retention Period for AT&T VPN Service
MPLS Port Activation MPLS SDO Activation MPLS POP Diversity Activation MPLS PVC Activation MPLS COS Activation MPLS Unilink Activation	0 months (promotional waiver)

3.2 Minimum Payment Period for AT&T VPN Service

Applicable Charges	Service Components	Minimum Payment Period
Monthly Service Fees	All Managed Service Components	12 months

4. NOTIFICATION PERIOD

Service or Service Component Withdrawal	
Notification Period for AT&T to withdraw Service and/or Service Components	As specified in Service Guide
Notification Period for AT&T to withdraw MPLS DSL Service Components	30 days

July_2_2009_ps_AVPN / EAGLE Access Summit v5 #36858

AT&T and Customer Confidential Information

NBI11307

AT&T VPN Service

5. LEGAL ENTITY DETAILS

Customer Legal Entity Name	Legal Entity Contact Telephone Number	Legal Entity Street Address	Legal Entity City/State	Country Name	Legal Entity ZIP/Postal Code
State Of Michigan	5173353479	530 W. Allegan St.	Lansing, Michigan	United States	48933

6. DISCOUNT DETAILS

6.1 AT&T VPN Standard Service Component Discounts

Standard Service Component Discounts shall not apply to this Pricing Schedule.

6.2 AT&T VPN Custom Service Component Discounts

For Service Components in United States, the following Custom Service Component Discounts shall apply, in lieu of the Standard Service Component Discounts, but only for the specific Service Components in the following table:

Discount Category	Discount Subcategory	Service Component	Discount
VPN Transport	CONNECTION	MPLS PORT – 1.544 MBPS	81%
VPN Transport	CONNECTION	MPLS PORT – 3.088 MBPS	87%
VPN Transport	CONNECTION	MPLS PORT – 4.632 MBPS	89%
VPN Transport	CONNECTION	MPLS PORT – 6.176 MBPS	90%
VPN Transport	CONNECTION	MPLS PORT – 9.264 MBPS	91%
VPN Transport	CONNECTION	MPLS PORT – 12.352 MBPS	90.9%
VPN Transport	CONNECTION	MPLS PORT - 10 MBPS	79.8 %
VPN Transport	CONNECTION	MPLS PORT - 20 MBPS	81.7 %
VPN Transport	CONNECTION	MPLS PORT - 50 MBPS	83.3 %
VPN Transport	CONNECTION	MPLS PORT - 100 MBPS	83%
VPN Transport	CONNECTION	MPLS PORT - 250 MBPS	83.3%
VPN Transport	CONNECTION	MPLS PORT - 500 MBPS	82.8 %
VPN Transport	CONNECTION	MPLS PORT - 1000 MBPS	82.7 %
Non-Recurring	CONNECTION	MPLS PORT ACTIVATION CHARGE	100 %
Non-Recurring	COS PACKAGE	MPLS COS ACTIVATION CHARGE	100 %
Non-Recurring	CONNECTION	MPLS SDO ACTIVATION	100 %
Non-Recurring	CONNECTION	UNILINK ACTIVATION	100%
Non-Recurring	CONNECTION	MPLS POP DIVERSITY ACTIVATION	100 %

* Discounts are not applicable to local access provider circuits

AT&T VPN Service

7. Ethernet Access (United States)

The following Ethernet Access rates are for access to AT&T AVPN Services within AT&T's franchise footprint in the State of Michigan. Entrance Facility Charges are waived for qualified AT&T Ethernet Access circuits installed at AT&T In-Franchise (In-Footprint) locations subject to the following qualifications: 1) Conduit from property line to MPOE (Minimum Point of Entry) in Customer's building must be less than 1000 feet as measured by AT&T, and 2) Customer must schedule a site visit to take place within 10 business days from the date they are contracted by AT&T Telco Engineering for this purpose. Site availability of all Ethernet services is subject to final Engineering review. Special Construction Charges may apply. A 12 month Minimum Payment Period applies for each Ethernet Access Circuit installed.

Ethernet Local Access	Monthly Charge	Non-Recurring Charge
10 Mb	\$389.82	\$0
20 Mb	\$468.63	\$0
50 Mb	\$560.18	\$0
100 Mb	\$705.28	\$0
250 Mb	\$948.12	\$0
500 Mb	\$1138.46	\$0
1 Gb	\$1445.06	\$0

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

CSM141002141050

Customer	AT&T
State of Michigan Street Address: 608 W. Ottawa City: Lansing State/Province: MI Zip Code: 48909 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary AT&T Contact
Name: Greg Faremouth Title: Street Address: 608 W. Ottawa City: Lansing State/Province: MI Zip Code: 48909 Country: United States Telephone: 5172411646 Fax: Email: faremouthg@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg With a copy to: 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 Schedule is attached to Article 1 of the Agreement referenced above.

AT&T and Customer Confidential Information

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

CSM141002141050

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://new.serviceguide.att.com/portals/sgportal.portal?_nfpb=true&_pageLabel=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sg=bws

2. 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

3. 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

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	Discount
T-1	T-1	\$470	\$540	63.64%
2xT-1	3 Mbps	\$850	\$1,145	74.75%
3xT-1	4.5 Mbps	\$1,100	\$1,395	74.75%

* Not available with MPLS PNT

† Available only with MPLS PNT Feature
v.2.3.06

Table 2: – MIS N x 10 Gig Ethernet* - Flat Rate Billing Option

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	93.94%
3x -10.0 Gbps	\$2,220,000	93.94%
4x -10.0 Gbps	\$2,920,000	93.94%

* Not available with MPLS PNT

v.6.1.09

Table 3: Reserved

Table 4: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

v.07.01.04

Table 5: Reserved

AT&T and Customer Confidential Information

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

CSM141002141050

Table 6: Reserved

Table 7: Reserved

Table 8: Reserved

Table 9: Reserved

Table 10: Reserved

Table 11: Reserved

Table 12: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Ethernet	\$1,500	\$1,500*
10 Gig Ethernet***	\$10,000	\$10,000**

*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

** Subject to availability

*** Not available with MPLS PNT

v.10.01.08

Table 13: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
Ethernet	\$1,500

v.11.08.08

Table 14: Reserved

Table 15: Reserved

Table 16: Reserved

Table 17: Reserved

Table 18: Reserved

Table 19: Reserved

Table 20: Reserved

Table 21: Reserved

Table 22: Reserved

AT&T and Customer Confidential Information

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

CSM141002141050

Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 95.25 %			Incremental Usage Fee Discount: 93.25 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
5 Mbps	\$1,125	\$1,420	N/A
10 Mbps	\$1,840	\$2,720	N/A
20 Mbps	\$3,090	\$3,970	N/A
25 Mbps	\$3,725	\$4,605	\$180
50 Mbps	\$6,770	\$7,815	\$165
100 Mbps	\$12,025	\$13,205	\$145
250 Mbps	\$24,515	\$26,320	\$120
500 Mbps	\$42,215	\$44,020	\$105
1000 Mbps	\$78,250	\$81,305	N/A

v.10.01.08

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

Discount applied to MIS: 92.03 %		Incremental Usage Fee Discount: 92.94 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2.5 Gbps	\$196,000	\$80.25
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

* Not available with MPLS PNT; v.10.01.08

Table 25: Reserved

Table 26: Reserved

Table 27: Reserved

Table 28: Reserved

Table 29: Reserved

Table 30: Reserved

Table 31: Reserved

Table 32: Reserved

Table 33: MultiCast Installation

MultiCast Installation Fee	ICB
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AT&T and Customer Confidential Information

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

CSM141002141050

Section II: Reserved

Section III: Local Access to MIS

Table 1: T1 Local Access

Access Bandwidth	Local Access Non-Recurring	Local Access Monthly Recurring
T1 (0-50 miles)	\$0	\$252.50

Table 2: Ethernet Access*

Access Bandwidth	Local Access Non-Recurring	Local Access Monthly Recurring
10 Mb	\$0	\$587.82
100 Mb	\$0	\$602.47
1 GB	\$0	\$1086.76

Table 3: 10G Ethernet Access*

SWC CLLI	City, State	Access Bandwidth	Local Access Non-Recurring	Local Access Monthly Recurring
LNNGMIMN	Lansing	10G	\$0	\$4748.01
DMDLMIDD	Dimondale	10G	\$0	\$4748.01

*Pricing only applies to locations within AT&T franchise service areas within the State of Michigan. Subject to final AT&T Engineering review. Special Construction Charges may apply.



Pricing Schedule for Integrated Data Services

AT&T MA Reference No.

Master Customer Number:

Customer ("Customer")	AT&T ("AT&T")
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Greg Faremouth Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-1646 Email:faremouthg@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg <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)	

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

Pricing Schedule for Integrated Data Services

1. SERVICES

Service	Service Publication Location
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM

Pricing Schedule Term	Expires 12/31/2018
Term Start Date and Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Rate Stabilization per Service Component	Rates in this Pricing Schedule are subject to change with 30 days written notice after December 31, 2017.

3. MINIMUM PAYMENT PERIOD

Minimum Payment Period	Service Components
0 months	Each Service Component

4. DISCOUNTS

Not applicable

5. PROMOTIONS, WAIVERS AND MINIMUM RETENTION PERIODS5.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

5.2 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waiver Package C as specified in the Service Guide.	N/A	As specified in the Service Guide

5.3 Other Requirements5.3.1 Notice of WithdrawalNOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	120 days

Pricing Schedule for Integrated Data Services

6. **RATES** – The Monthly Charges and Installation Charges listed below are per Service Component. Charges stated below per Access Channel are valid for any NPA-NXX where such Access Channels are provisioned from the same Serving Wire Center (SWC CLLI). Installation charges are waived for all T1 Local Access Services.

6.1 T1 Access Channel

Service	Discount
T1 Access Channel	0%
T1 Access Channel Access Coordination Function	100%
T1 Access Channel Clear Channel Capability	100%

T1 Access Channels (AT&T Footprint)	
SWC CLLI	Monthly Recurring Charge*
NRWYMINW (includes service to but not limited to NPA-NXX or Site Address)	\$159.31

This pricing is limited to 8xT1 deployments within the AT&T footprint within the SWC CLLI areas designated.

T1 Access Channels (CenturyLink/Others)	
SWC CLLI	Monthly Recurring Charge
BARGMIXJ LNSEMIXI CAROMIXI MNSGMIXJ DRISMIXI MNTQMIXG GRDNMIXG ONTNMIXI HALEMIXA PNLKMIXI HNORMIXI PTASMIXI KGSLMIXI PTBGMIXJ KNRSMIXG SHNGMIXI LKCYMIXI STBYMIXI LKGOMIXI WHPIMIXI (includes service to but not limited to NPA-NXX or Site Address)	\$253.43

Pricing Schedule for Integrated Data Services

T1 Access Channels (Frontier)			
SWC CLLI		Monthly Recurring Charge	
CRNNMIXK	LSTNMIXG	STRGMIXG	\$266.31
CSPLMIXG	MIO MIXG	SWCRMIXG	
CSVLMIXH	MLFRMIXE	SWYRMIXI	
DVSNMIXG	MNPLMIXG	THRRMIXH	
DWGCMIXG	MSKGMIXK	THRRMIXT	
ERIEMIXG	MSKGMIXL	TMPRMIXG	
FNVLMIXG	MSKGMIXM	VNDRMIXG	
FRVWMIXG	MSKGMIXN	WHLKMIXG	
GRLDMIXG	MSKGMIXR	WHPGMIXG	
GRYLMIXG	MSKHMIXP	WLKMMIXG	
GYLRMIXG	MTWNMIXG	WMTNMIXG	
HARTMIXG	ONSTMIXI		
HGLKMIXG	OVSOMIXH		
(includes service to but not limited to NPA-NXX or Site Address)			



AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE

AT&T MA Reference No

AT&T Solution No. CSM141006090452

Customer	AT&T
State of Michigan Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Greg Faremouth Title: Street Address: 608 W. Ottawa City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172411646 Fax: Email: faremouthg@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
AT&T Solution Provider or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Agent Code Email:	

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

AT&T and Customer Confidential Information

v. 022014



**AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE**

1. SERVICE AND PUBLICATON

Service	Service Publication Location
AT&T Business DSL Internet Service	http://serviceguidenew.att.com/sg_flashPlayerPage/DSL

2. PRICING SCHEDULE TERM

Pricing Schedule Term	60 Months
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3. MINIMUM PAYMENT PERIOD

Service Components	Early Termination Charges*	Minimum Payment Period (per Service Component)
ADSL and Broadband Service installation	Lesser of \$200 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months
SDSL Service installation	Lesser of \$500 or number of months remaining under Minimum Payment Period multiplied by the amount of all monthly recurring charges	12 Months
*Waived for any DSL line terminated within 30 calendar days after provisioning.		

4. SITE COMMITMENT and DISCOUNTS

Site Commitment	Site Commitment Date
1	Installed within 12 months following Effective Date of this Pricing Schedule

Discounts are set forth in Rates and Charges Tables below. If Customer does not meet its Site Commitment by the Site Commitment Date specified above, AT&T may: (i) bill Customer retroactively to recover all discounts received under this Pricing Schedule; and/or (ii) terminate the application of any discounts specified in this Pricing Schedule.

5. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice for AT&T to Withdraw and Terminate Service	12 months
Prior Notice for AT&T to Withdraw and Terminate a Service Component	30 calendar days

AT&T and Customer Confidential Information



**AT&T BUSINESS DSL INTERNET SERVICE
PRICING SCHEDULE**

6. RATES and CHARGES

All service subject to geographic availability as detailed in Service Guide.

* ACTUAL BANDWIDTH MAY VARY BY BANDWIDTH ORDERED. Dynamic Service includes 1 IP Address. Static Service includes 5 IP addresses, except where noted.

A. ADSL In-Region (IR) and Broadband Service***

Maximum Bandwidth* (Downstream /Upstream)	Broadband Dynamic IP Monthly Price	Discount	Broadband Static IP Monthly Price	Discount	ADSL IR Dynamic IP Monthly Price	Discount	ADSL IR Static IP Monthly Price	Discount	ADSL IR Direct - Dynamic IP Monthly Price +	Discount	ADSL IR Direct - Static IP Monthly Price +	Discount
Up to 768 Kbps / Up to 384 Kbps	N/A	0.0%	N/A		N/A	0.0%	N/A		N/A	0.0%	N/A	
Up to 1.5 Mbps / Up to 384 Kbps – single static IP	N/A		N/A		N/A		N/A	0.0%	N/A		N/A	0.0%
Up to 1.5 Mbps / Up to 384 Kbps**	N/A	0.0%	N/A	0.0%	N/A	0.0%	N/A	0.0%	N/A	0.0%	\$65.00	10.65%
Up to 3.0 Mbps / Up to 512 Kbps**	N/A	0.0%	N/A	0.0%	N/A	0.0%	N/A	0.0%	N/A	0.0%	\$70.00	16.31%
Up to 6.0 Mbps / Up to 768 Kbps**	N/A	0.0%	N/A	0.0%	N/A	0.0%	N/A	0.0%	N/A	0.0%	\$80.00	16.31%
Up to 12Mbps / Up to 1Mbps	N/A	0.0%	\$85.00	16.31%	N/A		N/A		N/A		N/A	
Up to 18M / Up to 1.5Mbps	N/A	0.0%	\$115.00	10.65%	N/A		N/A		N/A		N/A	
Up to 24M / Up to 3Mbps	N/A	0.0%	\$125.00	10.65%	N/A		N/A		N/A		N/A	
Up to 45M / Up to 6Mbps	N/A	0.0%	\$135.00	0.0%	N/A		N/A		N/A		N/A	
Up to 75M / Up to 8Mbps	N/A	0.0%	\$175.00	0.0%	N/A		N/A		N/A		N/A	

** Maximum Upstream speed for Broadband Dynamic and Static Service can be up to 1Mbps depending on location.

+ Provisioned on facilities without voice services.

*** N/A indicates that the service is not available to be ordered under this Pricing Schedule.

B. Additional IP Block Charges - Broadband Service only

IP Block Size*	Monthly List Price	Discount Percentage
13	\$35	49.49%

*Block size indicates number of useable IP addresses.

AT&T and Customer Confidential Information

v. 022014

AT&T Network Sourcing Pricing Schedule for Custom Services

Customer	AT&T	AT&T Sales Contact <input checked="" type="checkbox"/> Primary Contact
State of Michigan 530 W. Allegan St. Lansing, MI 48933 USA	AT&T Corp.	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Greg Faremouth Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-1646 Email:faremouthg@michigan.gov Customer Account Number or Master Account Number:	23500 Northwestern Hwy; Building W; Suite W-216 Southfield, MI 48075 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	

This Network Sourcing Pricing Schedule is attached to Article 1 of the Agreement referenced above and provides the custom pricing associated with the Service Integrator functions outlined in Article 1 – SOW to the State of Michigan WAN Services Agreement. The rates included herein are exclusive of any applicable taxes which are the responsibility of Customer.

The rates included herein are based on:

1. the projected implementation of at least 450 Ethernet Access circuits and associated AVPN access ports contracted from AT&T and installed within 12 months of the effective date of this Agreement.
2. the Initial Quantities associated with each item listed.

Oppty ID: 1-WGOJT6

Custom Network Sourcing – kk4374; kp6192

AT&T Network Sourcing Pricing Schedule for Custom Services

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	First of the month following the Effective Date of this Pricing Schedule
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2. AT&T Michigan Network Operations Center (MNO) Support Service Bundled Offer Rates

Pricing in this section represents a bundle which is comprised of Support Desk Services, CPE Management and NOC Services, Problem and Incident Management, Service Desk Request and Change Management and Management and Monitoring. The details of these Services are described in Article 1 of the WAN RFP response.

All Transition and Transformation One Time Charges are waived under this Agreement.

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Support Service Desk: Data Center Router - SOM_ASR1002-X	12	\$790.00
Support Service Desk: Data Center Router - SOM_ASR1006 (Including Modem)	2	\$790.00
Support Service Desk: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$707.00
Support Service Desk: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$696.00
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9	444	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$562.71
Support Service Desk: Class 3 Site Router - SOM_CISCO3945E/K9	3	\$690.00
Support Service Desk: Class 4 Site Router - SOM_CISCO891-K9	86	\$298.13
CPE Management and NOC Services*	N/A	\$0
Problem and Incident Management*	N/A	\$0
Service Desk - Request and Change Management*	N/A	\$0
Management and Monitoring*	N/A	\$0

*Charges are included in the Support Service Desk charges above.

Oppty ID: 1-WGOJT6

Custom Network Sourcing – kk4374; kp6192

AT&T Network Sourcing Pricing Schedule for Custom Services

3. Third Party WAN Service Provider Management

A monthly recurring charge of \$54.00 will apply for each Third Party circuit being managed by AT&T as the Service Integrator, up to a maximum of 7 different Service Providers and 200 non-AT&T provided circuits.

4. Hardware Installation and Rental Charges

Pricing in this Section represents the monthly rental rates for Data Center routers. The installation charges associated with the routers below are waived.

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Hardware Installation and Rental Charges	100%	12 Months

Data Center Router Type	Initial Quantity	Monthly Unit Rates
Hardware Rental: Data Center Router - SOM_ASR1002-X	12	\$790.00
Hardware Rental: Data Center Router - SOM_ASR1006 (Including Modem)	2	\$790.00
Hardware Rental: Class 1 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$707.00
Hardware Rental: Class 2 Site Router - SOM_CISCO3945E/K9 (Including Modem & UPS)	0	\$696.00
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9	444	\$562.71
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+1T1	216	\$562.71
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+2T1	10	\$562.71
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+4T1	15	\$562.71
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+6T1	1	\$562.71
Hardware Rental: Class 3 Site Router - SOM_CISCO2921/K9+8T1	5	\$562.71
Hardware Rental: Class 3 Site Router - SOM_CISCO3945E/K9	3	\$690.00
Hardware Rental: Class 4 Site Router - SOM_CISCO891-K9	86	\$298.13

5. Supplemental Work Labor Rates

Staffing Category	Firm Fixed Hourly Rate	Comments
Project Manager	\$TBD	Varies depending on type and scope of Project. These types of projects would be considered out the scope of work for this contract. Billed in 1 day increments, one month minimum

Oppty ID: 1-WGOJT6

Custom Network Sourcing – kk4374; kp6192

AT&T Network Sourcing Pricing Schedule for Custom Services

Field Services Technician	\$125.00/hour (normal business hours) \$188.00/hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Field Services Engineer	\$150.00/hour(normal business hours) \$225.00/ hour (outside normal business hours, Saturday, Sunday and Holidays)	Billed in 1/4 hour increments. Two hour minimum. Travel is chargeable. Minimum 4 hours outside of normal business hours.
Managed Security Services Professional Services	\$See Below	There are a variety of different security professional services positions. The hourly pricing is listed below.
Total	\$N/A	Total cannot be calculate based on unknown factors such as scope of work, type of staff needed, number of hours, etc.

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the contract. Travel and other expenses will not be reimbursed. The State will utilize the fully loaded hourly rates detailed above for each staff that will be used as fixed rates for responses to separate statements of work.
2. Actual funding for enhancements will occur on a yearly basis, and there is no guarantee as to the level of funding, if any, available to the project.
3. Unless otherwise agreed by the parties, each Statement of Work will include:
 - a. Background
 - b. Service or Project Objective
 - c. Scope of Work
 - d. Deliverables
 - e. Acceptance Criteria
 - f. Project Control and Reports
 - g. Specific Department Standards
 - h. Payment Schedule
 - i. Travel and Expenses
 - j. Project Contacts
 - k. Agency Responsibilities and Assumptions
 - l. Location of Where the Work is to be Performed
 - m. Expected Bidder Work Hours and Conditions
4. The parties agree that the Services/Deliverables to be rendered by Bidder using the PSA Pricing Proposal Labor Rates on this Contract will be defined and described in detail in separate Statements of Work. Bidder shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a purchase order issued against this Contract.

Oppty ID: 1-WGOJT6

Custom Network Sourcing – kk4374; kp6192



**AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms**

AT&T MA Reference No.
AT&T PS Reference No. ASEGOJT6

Customer	AT&T
State of Michigan Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Greg Faremouth Title: Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172411646 Fax: Email: faremouthg@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg <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)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is attached to Article 1 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.

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 Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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Please sign by December 20, 2014.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)

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

Service	AT&T Switched Ethernet Service SM	
Service Provider	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Michigan	AT&T Michigan Service Publications, including Tariff 20R, Part 21, Section 1	http://cpr.att.com/michigan.htm

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 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
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	12 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS*) 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	Eligible locations include customer addresses that are served by AT&T ILEC in Michigan, and for which approval to offer under rates herein is separately obtained on an individual case basis for each order / location.	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed.	Each Add will be under its own 60 month Pricing Schedule Term.
* For any permitted Add, Customer may order any CIR/CoS described in section 4.3.2, <u>Pricing for Service Reconfiguration - Increase in CIR or CoS</u> , at the rates set forth therein.				

Please sign by December 20, 2014.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges

Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE and SERVICE CONFIGURATION

See Attachment A.

Please sign by December 20, 2014.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)

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

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 1 Gig / PPCoS / EYQMX	0	0	\$ 200.00	\$ 0.00	\$ 2,100.00	\$ 0.00	\$ 0.00
Customer Port Connection - 100 Mbps / PPCoS / EYQLX	0	0	\$ 150.00	\$ 0.00	\$ 1,925.00	\$ 0.00	\$ 0.00
Customer Port Connection - 10 Gig / PPCoS / EYQNX	0	0	\$ 500.00	\$ 0.00	\$ 15,750.00	\$ 0.00	\$ 0.00
50Mb CIR / MultiMedia Standard - PPCoS Only / R6EHX	0	0	\$ 340.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
100Mb CIR / MultiMedia Standard - PPCoS Only / R6ELX	0	0	\$ 450.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
10Mb CIR / MultiMedia Standard - PPCoS Only / R6EBX	0	0	\$ 200.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
250Mb CIR / MultiMedia Standard - PPCoS Only / R6EQX	0	0	\$ 600.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
500Mb CIR / MultiMedia Standard - PPCoS Only / R6ETX	0	0	\$ 700.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
10000Mb CIR / MultiMedia Standard - PPCoS Only / R61SX	0	0	\$ 2,500.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
1000Mb CIR / MultiMedia Standard - PPCoS Only / R6EZX	0	0	\$ 800.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
150Mb CIR / MultiMedia Standard - PPCoS Only / R6ENX	0	0	\$ 500.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
400Mb CIR / MultiMedia Standard - PPCoS Only / R6ESX	0	0	\$ 650.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
600Mb CIR / MultiMedia Standard - PPCoS Only / R6EUX	0	0	\$ 750.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00

Please sign by December 20, 2014.

AT&T SWITCHED ETHERNET SERVICESM (ILEC Intrastate)

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
2000Mb CIR / MultiMedia Standard - PPCoS Only / R61BX	0	0	\$ 1,000.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
2500Mb CIR / MultiMedia Standard - PPCoS Only / R61CX	0	0	\$ 1,200.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
4000Mb CIR / MultiMedia Standard - PPCoS Only / R61FX	0	0	\$ 1,400.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
5000Mb CIR / MultiMedia Standard - PPCoS Only / R61HX	0	0	\$ 1,600.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
7500Mb CIR / MultiMedia Standard - PPCoS Only / R61NX	0	0	\$ 2,000.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$0.00			\$0.00

*Any difference between the standard NRC and the billed NRC has been waived.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

A-2 Initial New and Existing Sites and Service Configuration

Eligible locations include customer addresses that are served by AT&T ILEC in Michigan, and for which approval to offer under rates herein is separately obtained on an individual case basis for each order / location.

End of Document

AT&T Consulting Professional Services Pricing Schedule

CUSTOMER Legal Name ("Customer")	AT&T Legal Name "AT&T"	AT&T Sales Contact Name Primary Contact
State of Michigan	AT&T Corp.	Anne Fisher
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Sales Contact Information
530 W. Allegan St. Lansing, MI 48933 USA	23500 Northwestern Hwy; Building W; Suite W-216 Southfield, MI 48075 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brian SCVP: Roger Blake RVP: John Stuhrenberg
CUSTOMER Contact	CUSTOMER Billing Address	
Name: Greg Faremouth Title: Director 530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933 United States Telephone: 517-241-1646 Email:faremouthg@michigan.gov	530 W. Allegan St. , 1str Floor Hannah Lansing , MI 48933	

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

Pricing Schedule

AT&T Consulting Professional Services

1. **SERVICES**

AT&T will, directly or through an Affiliate or subcontractor that AT&T in its discretion deems appropriate, provide the AT&T Consulting Professional Services as described in Statements of Work ("**SOWs**") that are mutually agreed to by the parties and attached to this Pricing Schedule as Schedules. Each SOW is effective, incorporated into and made part of this Pricing Schedule, when signed by both the Customer and AT&T.

2. **TERMS AND CONDITIONS**

- A. **SCOPE.** AT&T will assign resources with the appropriate skills to meet the Customer's project requirements. However, any tasks identified that are outside the scope of projects described in the SOWs will be addressed with additional services offered to the Customer through Contract Change Management. If the scope of the project, number or locations of sites, start and finish dates, work to be done, or other material parameters of the project change, AT&T and Customer shall revise the SOWs accordingly or use Contract Change Management to make appropriate revisions to the charges for the Services.
- B. **CUSTOMER OBLIGATIONS.** Customer agrees to provide all information and cooperation necessary for implementation of the Services, including but not limited to access to individuals and facilities, determination of schedules, and selection from among alternative designs. Customer shall provide a single point of contact through whom AT&T may obtain information and assistance regarding projects between the parties. AT&T will rely on all information provided by Customer and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. Customer shall provide a suitable and safe environment for AT&T's work at the Customer's premises.
- C. **TERM AND TERMINATION.** This Pricing Schedule shall continue until all SOWs have terminated or expired.

Pricing Schedule

AT&T Consulting Professional Services

SCHEDULE 1: STATEMENT OF WORK



**AT&T NETWORK BASED IP VPN REMOTE ACCESS
PRICING SCHEDULE**

Customer	AT&T
State of Michigan Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Greg Faremouth Title: Street Address: 530 W. Allegan St. City: Lansing State/Province: MI Zip Code: 48933 Country: United States Telephone: 5172411646 Fax: Email: faremouthg@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher Address: 23500 Northwestern Hwy; Building W; Suite W-216 City: Southfield State: MI Zip Code: 48075 E-mail: af3981@att.com Branch Mgr: Robert O'Brien SCVP: Roger Blake RVP: John Stuhrenberg
AT&T Solution Provider or Representative Information (if applicable)	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Agent Code: Email:	

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

**AT&T NETWORK BASED IP VPN REMOTE ACCESS
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T Network Based IP VPN Remote Access Service	http://serviceguidenew.att.com/sg_flashPlayerPage/ANIRA

2. 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	First of the month following the Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Remaining Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components (including any applicable MIS, Firewall, and/or VPN server components) excluding DSL Service	50%	12 months
Single IP IDSL, ADSL and Broadband Service installation	100%	12 months
Multiple IP IDSL/ SDSL Service installation	100%	12 months

4. ADDITIONAL TERMS AND CONDITIONS**4.1. DSL Service or Service Component Withdrawal**

AT&T may discontinue a DSL Service Component(s) that is supplied to AT&T by a third party service provider upon thirty (30) days' written notice.

4.2. Early Termination Options

Customer may terminate a Service Component or this entire Pricing Schedule by written notice within 90 days of the Effective Date without incurring Termination Charges.

Customer may terminate a DSL line within 30 days of Service Activation without incurring Termination Charges.

AT&T and Customer Confidential Information

**AT&T NETWORK BASED IP VPN REMOTE ACCESS
PRICING SCHEDULE**

5. RATES AND DISCOUNTS

5.1 ANIRA Service Component Rates and Discounts: United States

TBO – Pricing to be obtained under a separate agreement.

N/A – Pricing not available at this time.

5.1.1 Remote Access and Basic Charges

Remote Access is based on IPSec VPN Tunneling and/or L2TP Tunneling. In most countries both options are available in some countries only the L2TP option is available (see notations in the table).

Plan	List Rate	Discount	Net Price
VPN Management Fee - Monthly Charge (3rd Party Broadband applies only when Users are designated on a Usage based Plan)	\$10.00	0 %	\$10.00

5.1.2 Reserved

5.1.3 Small Office Home Office (SoHo) Charges

SoHo Type	List Rate	Discount	Net Price
SoHo Setup Charge, One-Time Charge	\$99.00	0 %	\$99.00
SoHo High-End CPE (AT&T NetGate), Monthly Charge	\$99.00	0 %	\$99.00
SoHo C CPE (Cisco), Monthly Charge	\$99.00	0 %	\$99.00
Pro-install-maintenance Basic, One-Time Charge	\$580.00	0 %	\$580.00
Pro-install-maintenance, Monthly Charge	\$20.00	0 %	\$20.00
Pro-install-maintenance-Expedite order, One-Time Charge	\$200.00	0 %	\$200.00
Pro-install-maintenance-Missed appointment, One-Time Charge	\$200.00	0 %	\$200.00

5.1.4 ANIRA Private Network Connection (PNC) – Type II

Speed	List Rate Per PNC Pair (Type II)	Discount	Net Price
2 Mbps	\$1248.00	0 %	\$1248.00
3 Mbps	\$1316.00	0 %	\$1316.00
4 Mbps	\$1756.00	0 %	\$1756.00
5 Mbps	\$2194.00	0 %	\$2194.00
6 Mbps	\$2632.00	0 %	\$2632.00
7 Mbps	\$3070.00	0 %	\$3070.00
8 Mbps	\$3508.00	0 %	\$3508.00
9 Mbps	\$3946.00	0 %	\$3946.00
10 Mbps	\$4384.00	0 %	\$4384.00
15 Mbps	\$6330.00	0 %	\$6330.00
20 Mbps	\$8438.00	0 %	\$8438.00
25 Mbps	\$10548.00	0 %	\$10548.00
30 Mbps	\$12650.00	0 %	\$12650.00
35 Mbps	\$14766.00	0 %	\$14766.00
40 Mbps	\$16876.00	0 %	\$16876.00
50 Mbps	\$20462.00	0 %	\$20462.00
60 Mbps	\$23818.00	0 %	\$23818.00
70 Mbps	\$26954.00	0 %	\$26954.00
80 Mbps	\$29880.00	0 %	\$29880.00
90 Mbps	\$32607.00	0 %	\$32607.00
100 Mbps	\$35143.00	0 %	\$35143.00

AT&T and Customer Confidential Information

**AT&T NETWORK BASED IP VPN REMOTE ACCESS
PRICING SCHEDULE**

5.15 ANIRA Private Network Connection (PNC) – Type III

Speed	List Rate Per PNC Pair (Type III)	Discount	Net Price
2 Mbps	\$1248.00	0 %	\$1248.00
3 Mbps	\$1316.00	0 %	\$1316.00
4 Mbps	\$1756.00	0 %	\$1756.00
5 Mbps	\$2194.00	0 %	\$2194.00
6 Mbps	\$2632.00	0 %	\$2632.00
7 Mbps	\$3070.00	0 %	\$3070.00
8 Mbps	\$3508.00	0 %	\$3508.00
9 Mbps	\$3946.00	0 %	\$3946.00
10 Mbps	\$4384.00	0 %	\$4384.00
20 Mbps	\$8438.00	0 %	\$8438.00
30 Mbps	\$12650.00	0 %	\$12650.00
40 Mbps	\$16876.00	0 %	\$16876.00
50 Mbps	\$20462.00	0 %	\$20462.00
60 Mbps	\$23818.00	0 %	\$23818.00
70 Mbps	\$26954.00	0 %	\$26954.00
80 Mbps	\$29880.00	0 %	\$29880.00
90 Mbps	\$32607.00	0 %	\$32607.00

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**AT&T INTERNET PROTECT SERVICES
PRICING SCHEDULE**

Customer	AT&T
State Of Michigan 530 W. Allegan St Lansing, MI, 48933 United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices ☼ Primary AT&T Contact
Name: Greg Fairmouth Title: 530 W. Allegan St Lansing, MI, 48933 United States Telephone: 517-241-1646 Fax: Email: faremouthg@michigan.gov Customer Account Number or Master Account Number:	Name: Anne Fisher 221 N. Washington Lansing, MI, 48933 United States Telephone: (248) 631-8282 Fax: Email: af3981@att.com Branch Manager: Robert O'Brien Sales Strata: Growth Sales Region: US With a copy to: 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"/>	

This Pricing Schedule is attached to Article 1 of the Agreement referenced above.

1. SERVICES

Service	Service Publication Location
AT&T Internet Protect® Service	http://www.corp.att.com/abs/serviceguide/docs/mss_sq.doc

2. 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	First day of the first full billing cycle following the Effective Date of this Pricing Schedule

3. 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%	12 Months

**AT&T INTERNET PROTECT SERVICES
PRICING SCHEDULE**

4. ADDITIONAL TERMS AND CONDITIONS

4.1 Customer Affiliates

Unless otherwise specified herein, AT&T's in-country Affiliates will invoice Customer's in-country Affiliates for all Services under this Pricing Schedule. Activation of Service is therefore contingent upon Customer's accurate communication to AT&T at the time of ordering of the following information, with respect to each Customer Affiliate in the countries noted in the pricing section.

- Legal Entity Name
- Appropriate tax identification number or reference
- Registered Address
- Billing Address
- Contact Information (including telephone, fax, e-mail and postal address)

5. RATES AND DISCOUNTS

5.1. AT&T INTERNET PROTECT SERVICE RATES

5.2.1 One Time Charges

Table A - Internet Protect

Service Option	Undiscounted List Price Per Token
Token provisioning	\$115.00

5.2.2. Monthly Recurring Charges

Table A - Internet Protect

Number of Tokens	List Price	Discount	Net Price
1-15	\$1,665.00	40.0%	\$999.00

Table B - AT&T Agnostic Distributed Denial of Service (DDoS) Protection **

Feature Name	Non-Recurring Charge	Recurring Charge	Unit of measure	Change Charge
70 Hours Monthly Mitigation Plan	\$3,500.00	\$3,500.00	Per Network	\$0.00
Customer Protected Circuit	\$2,500.00	\$1,500.00	Per Circuit	\$0.00

**Customers must choose a Monthly Mitigation Plan. Per Customer-Protected Circuit Charges are added to the price of the Plan

**AT&T INTERNET PROTECT SERVICES
PRICING SCHEDULE****6. CUSTOMER'S CURRENT ORDER**

Number of Tokens: 1
Lead country: United States
Currency: USD

A. One Time Charges

Service Option	List Price	Discount	Net Price
AT&T Internet Protect (1)	\$115.00	0.0%	\$115.00
DDoS Shared Defense US-Shared: 1-2 Gig (1)	\$5,000.00	100%	\$0

B. Monthly Recurring Charges

Service Option	List Price	Discount	Net Price
DDoS Shared Defense US-Shared: 1-2 Gig	\$3,700.00	30.0%	\$2,590.00

EXHIBIT A

Contractor AUP

Introduction

AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T AUP ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. AT&T reserves the right to change or modify the terms of the AUP at any time, effective when posted on AT&T's web site at www.att.com/aup. Customer's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

EXHIBIT A

Contractor AUP

Inappropriate Interaction with Minors: AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org or www.att.com/safety.

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: cp@abuse-att.net. AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

EXHIBIT A

Contractor AUP

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

EXHIBIT A

Contractor AUP

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, AT&T may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines, that the conduct may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected, (3) interfere with another AT&T Customer's use of IP Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to AT&T or AT&T Customers.

AT&T has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, AT&T may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the AT&T network and its customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to abuse@att.net. Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the IP Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") in accordance with the process detailed at <http://www.att.net/general-info/claims.html> and directed to the designated agent listed below:

AT&T's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

Designated Agent: Manager of Security & Copyright Infringement
1800 Perimeter Park Drive, Suite 100
Morrisville, NC 27560
Phone: (919) 319-5737
Fax: (919) 319-8154
E-mail: copyright@att.com

Contact Information: Any notification that AT&T sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify AT&T of any change of contact information.

Effective Date: October 15, 2008

NEW_CUSTOMER

Project Concept Document for Advanced Infrastructure – Network Assessment

Version 1.0 – March 27, 2014

The following document is for discussion purposes only. Your AT&T Consulting team will be pleased to work with you to refine this information and develop a statement of work if the information contained meets your requirements for this project.

Business Objective

NEW_CUSTOMER has requested a network assessment in order to ascertain if there are improvements or enhancements that can be identified regarding the robustness and capabilities of the network. The assessment consists of discovery of the network requirements as well as the current state operating conditions including the ability of the network to deliver robust connectivity to all internal and external end users in a high availability and scalable fashion. Specific focus will be applied to issues and challenges that are exhibited within the current environment and what standards and best practices have been applied across the network. The objective is to provide guidance and input in the form of recommendations around the platforms, architecture and design aspects of the network.

Potential Benefits to NEW_CUSTOMER

This network assessment is positioned as an analysis of the current state against vendor and industry best practices. It is not positioned as a technology strategy, but as an optimization of the current platforms and design. If gaps are identified around technologies in place and there are multiple alternate technologies/vendors that can provide solutions, a follow on engagement will be recommended to execute a deep dive on technology/vendor analysis. For this engagement, Consultants will leverage a proven methodology to discover and analyze the customer environment and identify areas for improvement. Recommendations will be developed around any gaps identified in the current state versus stated goals and vision for the organization. The recommendations will be based on industry and vendor best practices as well as lessons learned from other environments. Potential benefits of utilizing AT&T Consulting include:

1. Expertise in carrier and leading vendor technologies
2. Expertise in network architectures, designs and configuration best practices
3. Lessons learned via collaboration across multiple projects
4. Structured approach and delivery model
5. Proven track record of success

Description of Work

The work delivered is predicated on areas defined by the customer. AT&T Consulting can provide full life cycle consulting around all aspects of the network environment. In general the work can be broken out as follows:

- Discovery
- Analysis
- Recommendation and roadmap development
- Executive Presentation

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1. Discovery - This task requires interviews with NEW_CUSTOMER to determine the breadth and depth of services within scope of the engagement, as well as identification of the groups that are providing services or supporting the current network infrastructure. A review of the requirements and the current state and future desired state of the network is achieved via facilitated interviews. Additional discovery is performed via document collection, review of configurations and where feasible and warranted, access to equipment on the network. Project stakeholders are identified who have ownership of documentation and authority to assist AT&T Consulting with the information required to facilitate discovery. Agreement on the types of documents to be collected and data repositories will be covered. Consensus on data reporting formats and templates are agreed upon. The discovery phase consists of both requirements definition and current state design review.
 - a. **Requirements Definition** – The requirements definition phase is critical to the success of any IT strategy and roadmap planning phase. It is assumed that NEW_CUSTOMER will position the importance of the facilitated interviews and criticality of the respective business units and IT groups being present and prepared to answer questions regarding the inputs outlined in this document for the requirements. Specifically the following assumptions are put forth:
 - i. Facilitate interviews will be scheduled prior to the Consultants arriving on site the first week.
 - ii. Facilitated interviews will take place the first week of the project and there may be a need to follow up on information into the 2nd/3rd week of the project.
 - iii. Interviews with the following groups is required:
 - iv. Individual business units leveraging the IT infrastructure
 - v. IT teams developing network solutions or supporting the current environment (network and security teams at a minimum)
 - vi. Application teams developing/delivering application development/support (Tier 1 applications at a minimum)
 - vii. Operation teams responsible for day to day management, change control and scheduled maintenance.
 - viii. The groups will come to the meeting prepared to discuss
 - ix. Future plans regarding the business or the network
 - x. AT&T Consulting will rely on these resources to provide inputs to the following requirements:
 1. Core Application Requirements
 - a. Application Function/Purpose
 - b. Application Growth
 - c. New Applications Planned
 2. Business Unit Specific Application Requirements
 - a. Application Function/Purpose
 - b. Application Growth
 - c. New Applications Planned
 3. WAN Requirements

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4. LAN Requirements

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5. WLAN Requirements
 6. DC Facility Requirements
 7. Internet Requirements
 8. DR Requirements
- b. **Current State Discovery** – The objective is to capture and document the current state of the network in the areas that are related to the targeted future state. The team will rely heavily on the native knowledge of the resources responsible for maintaining the environment in the current state and the documentation that is available from these resources. The time estimates for the current state discovery assumes that there is a significant level of documentation/information that can be captured (not created) to depict the current state. A discovery of the design, connectivity and capability of the networks is required. An understanding and capture of the current and planned application requirements driving network scalability, availability and performance is essential. AT&T will collect documentation and query stakeholders regarding the current vendors, devices, architecture and operational capabilities of the network. The following data is targeted for discovery:
- i. *Network Architecture and Design*
 1. Documentation diagrams depicting logical and physical topologies
 2. Equipment inventory (HW and SW)
 3. Architectural standards
 4. Configuration standards
 5. Connectivity standards (connection type, speeds)
 6. IP traffic engineering policies and design
 7. QoS policies and overall design
 8. Refresh plans
 9. Outages and root causes (over last 3-6 months)
 10. Impact of outages (either financial or productivity)
 11. Known performance, scalability or availability issues
 12. MAN, WAN and ISP interconnections
 - a. AT&T will assess a subset (usually a representative sampling of 4-5 sites) for each WAN site type for the different WAN networks. Every site will not be assessed.
 13. Capacity and performance data (from carrier or customer)
 - a. Overall link utilization
 - b. Individual COS bucket utilization (if applicable)
 14. Anticipated growth
 15. Capacity calculations and assumptions
 - ii. *Business Unit/Applications* – AT&T Consulting will discover and document the critical applications that traverse these mission critical network infrastructures. Discovery includes input on application features, functionality, inventory & classification. The following data is targeted for discovery:
 1. Identify NEW_CUSTOMER business units
 - a. Identify business processes leveraged by each business unit
 - b. Identify applications leveraged by business processes

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c. Application name

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- d. RPO/RTO for DR/BC purposes
 - e. Any defined application classifications
 - f. Any defined application prioritizations
2. Characterize Applications
- a. Review revenue or productivity characteristics of the applications
 - b. Identify location and IP address of servers hosting applications
 - c. Growth projections
 - d. Application from/to endpoints
 - e. Usage patterns
 - f. Known characteristics (smooth, bursty, chatty)
 - g. Bandwidth consumption
 - h. Known issues
2. **Analysis** – Once the discovery is completed, AT&T will analyze the information against the identified requirements and NEW_CUSTOMER objectives to determine gaps and opportunities for enhancing the overall architecture and optimizing availability, scalability, agility and standardization. The following represents the tasks completed during this phase:
- a. Analysis of current architectural standards to ascertain if the appropriate technology, vendor and vendor platforms are in place
 - b. Analysis of the current design standards to ensure that the design standards in place are appropriate and optimized to meet both current and future requirements
 - c. Analysis of current configuration standards to ascertain if the sites in scope are adhering to the configuration standards
 - d. Comparison of design and configuration to best practices, industry standards and lessons learned
 - e. Guidance on remediation in the following areas:
 - i. Physical and logical topology (interconnectivity)
 - ii. IP routing and traffic engineering
 - iii. Layer 2 architecture
 - iv. QoS architecture
 - v. Vendor and platform selection
 - vi. Design standards
 - vii. Capacity/Bandwidth
 - viii. Configuration enhancements/modifications (guidance only, not actual configs)
3. **Recommendation Development** – Recommendations regarding network architecture, technology, platforms and alignment with best practices are developed in this phase. Justification and rationalization for overall recommendations are captured. A roadmap is defined that incorporates the sequencing and timeframes required to execute the recommendations. The roadmap defines the priority of each task as indicated by the alignment within the timelines.
4. **Executive Presentation** – This phase represents documentation of the approach, findings and recommendations as well as development and delivery of an executive presentation to engineer and executive team members. An executive presentation is developed to present the recommendations, technical rationalization, cost justification and roadmap for delivery to engineering and executive teams.

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Technologies in Scope

- WAN Architecture
- LAN Architecture
- WLAN Architecture
- DC Architecture
- Internet Architecture

General Quantities

Total number of:	NEW_CUSTOMER
Remote Sites	
Campus Locations	
Data Centers	
Internet Locations	
Carriers/ISP's	

Deliverables

The target deliverables for the engagement are identified below. In addition, the engagement will conclude with a one-hour presentation, which will review the key discovery findings, analysis and overall recommendations.

AT&T Consulting will provide the following deliverables:

1. Project
 - a. Status reports
 - b. Agenda and Minutes of meetings
 - c. Organization, responsibility list and contact sheet
2. Current State Discovery
 - a. Identified requirements
 - b. Current state capture
3. Analysis
 - a. Identification of areas for improvement
 - b. Comparison of alternatives and options
4. Recommendations
 - a. Architecture
 - b. Technology
 - c. Vendor HW/SW
 - d. Design and engineering optimization
 - e. Capacity and scalability
 - f. Timelines and sequencing of tactical and strategic next steps
 - g. Prioritization of next steps
5. Executive Presentation

Services Out of Scope

The following activities are out of scope for this effort but can be provided using the AT&T change control process. AT&T Consulting will not provide as part of this effort:

- Detailed network designs and implementation plans
- Device engineering to deploy the network infrastructure

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- Detailed financial analysis

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- Any features, functions, hardware, software or services not specifically stated and detailed as AT&T Consulting deliverables within this statement of work are not included

Duration & Price Estimates

Based on the information provided to AT&T Consulting and on our professional experience, it is estimated that the project will be completed in approximately 6 weeks. The AT&T Consulting engagement will be delivered by a team of consultants led by a dedicated senior level resource.

AT&T Consulting will provide an engagement team consisting of:

- 1 Senior Network Infrastructure Consultant(s) – Responsible for leading discovery, current state documentation, requirements analysis, recommendation and roadmap development.
- Engagement Manager – Responsible for project assurance, quality, client satisfaction

The estimated cost for the x week engagement is \$x0,000 excluding travel and related expenses. This project price estimate is based on time and expenses. NEW_CUSTOMER will be billed for actual time worked.

Assumptions

1. NEW_CUSTOMER will identify and provide project stakeholders responsible for providing information and interfacing with the Consulting team.
2. AT&T Consulting expects to perform interviews with the project stakeholders responsible for the areas of the network identified in the Discovery section of this document. NEW_CUSTOMER will need to schedule the interviews with the AT&T Consulting project lead during the first week of the project.
3. NEW_CUSTOMER will provide AT&T Consulting with all relevant documentation and information relevant to the discovery and analysis efforts for this engagement.
4. AT&T Consulting estimates that a majority of the consultant work required will be performed off site, depending on NEW_CUSTOMER's requirements. The engagement manager will provide support remotely, but will attend key meetings.
5. The consultant will work 40 hours per week during local standard business hours, with travel time allotted on Monday and Friday during local business hours for on-site activities.

Why AT&T Consulting?

AT&T has significant experience in the development of robust network recommendations that incorporate best practices and industry leading solutions. Network Consulting has been a cornerstone service within the portfolio and AT&T Consulting has experienced a long history of excellence around the development and deployment of highly available, scalable and secure solutions in companies of all sizes and verticals. Our proven methodology and approach allow for repeatable delivery of these services backed by our national pool of experience WAN Consultants. In addition, our lessons learned and industry expertise allow for a vast array of options to be considered so that a best fit approach can be determined.

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AT&T Optional Services

1. Baseline Optional Services

AT&T Network-Based IP VPN Remote Access (ANIRA)

ANIRA is a service that lets remote users connect to your AT&T-provided virtual private network (AVPN). ANIRA uses dial-up, broadband (AT&T DSL or any third party), Wi-Fi, or cellular broadband to remotely access your data network without needing special VPN routers.

With ANIRA, you can access these private network services from your computer or from a small office/home office (SOHO) device on your remote office local area network (LAN).

ANIRA lets you access intranet applications and the Internet simultaneously. Many other remote access services require that you exit a secure intranet application before you can connect to the Internet. However, ANIRA creates separate communication paths that allow you to access both your business applications and the Internet at the same time.

Our Global Network Client (or your SOHO device) uses the remote site tunnel to establish an encrypted connection from your computer to the AT&T network Virtual Interface Gateway (VIG). Tunneling technology protects your traffic by creating a virtual private network to the gateway. The gateway terminates the tunnel and maps the traffic to the appropriate egress (exiting) point. In this way, the VIG establishes connections between the remote computer and your AT&T-provided VPN service.

ANIRA gives you these features:

- **Authentication and security**—You establish who can access your network. You will know that your employees' remote access to your private data network can be changed in real time.
- **Intelligent access selection**—The remote access software is designed to detect the available access options and select the most cost-effective and/or customer-preferred method. Remote and traveling users will have reliable and cost-effective access to business information, as needed.

ANIRA uses these components:

- **Network access**—provides access to the data network

Access options include:

- Dial-up
- Broadband

authorized persons only and is not for general distribution.



- Wireless (Wi-Fi or cellular)
- Private line
- AT&T Managed Internet Service (MIS)
- **AT&T or customer-managed authentication**—provides user authentication to allow or deny network access. The remote user enters an account ID, user ID, and password, and our network-based service manager authenticates the user and determines the IP addresses with which the user may communicate.

Authentication options include:

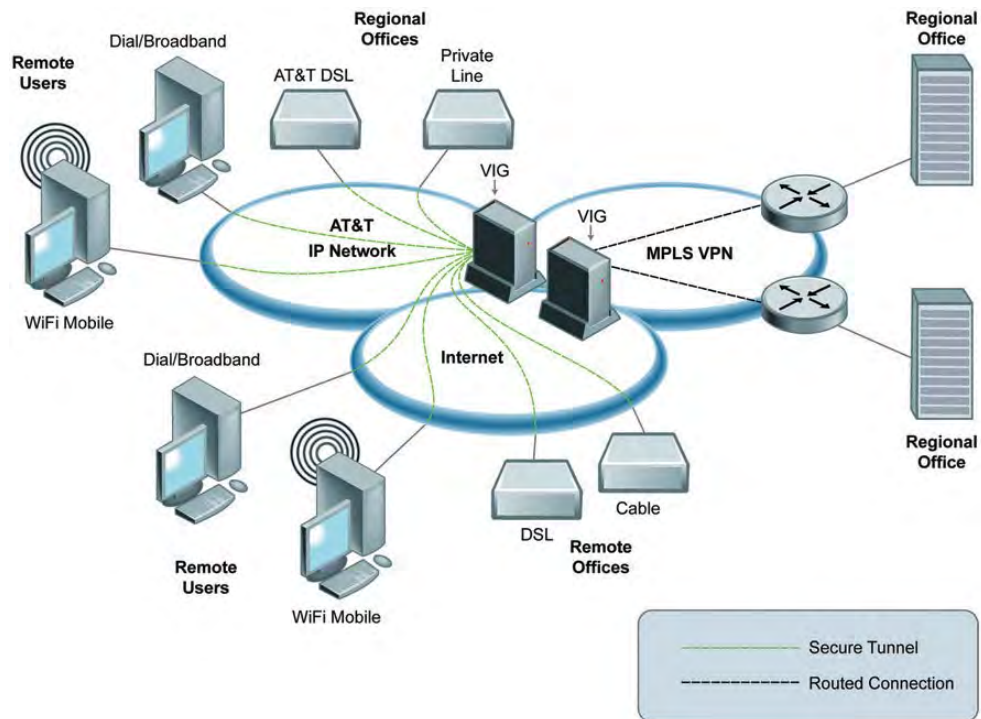
- RADIUS
 - Proxy RADIUS
 - RSA SecurID
 - SafeWord
 - PassGo Defender
- Single-user / SOHO client—provides network access for individual users or small office sites

Remote access options include:

- AT&T Global Network Client—a managed software client with a built-in firewall. The software supports dial-up, broadband, and wireless data services for single sign-on for traveling and other remote access users.
- AT&T VPN Gateway (NetGate 8100 or Cisco 871)—a client device that provides remote site tunnel initiation to establish communications with the VIG for small office broadband applications.
- **Private Network Connections (PNCs)**—establish the network connection between your remote access service and your private VPN services. Each PNC consists of two Virtual Interface Gateways (VIGs) and two Private Virtual Circuits (PVCs). The PNC routes network traffic to your VPN using one of the two VIGs. Before connecting to a VIG, the device/software client performs a VIG "health check" and routes traffic through one of the VIGs based on CPU use and latency for maximum performance. If that network path fails, the other path using the second VIG will take over automatically. Each region requires its own PNC, and remote access users and SOHO users may not share a PNC. The bandwidth of the PNC should be based on the aggregate bandwidth being accessed from remote users and SOHO locations.



The following illustrates the typical architecture of ANIRA.



The following options are available with ANIRA:

- Single-user broadband access—provides access to your AT&T VPN service from DSL and cable services. You'll use our Global Network Client software to connect via your Internet access service. With broadband access, you'll use IPSec to create an encrypted path between your computer and the network VIG.
- Multi-user broadband access—provides access to your AT&T VPN service from DSL and cable services. Your SOHO LAN device connects via your Internet access service. With broadband access, you'll use IPSec to create an encrypted path between the remote LAN device and the network VIG.

AT&T offers these advantages:

- **Security**—AT&T has one of the most comprehensive security portfolios in the industry. We build in robust security measures at every network layer to help reduce the risk of outages and intrusions. We understand how important network security is to your business, and we work hard to include industry-leading security technology in all of our products and services, as needed and demanded by the market.
- **Data Network Strength**—AT&T understands data transport—we own and operate wireline, wireless, and IP data networks, including one of the world's

authorized persons only and is not for general distribution.



most advanced and powerful IP backbones. Our networks offer local, national, and global coverage. With this data networking expertise, we're able to provide dependable remote access services, so you can focus on your business.

- **Agility**—With our integrated, agile networking platform, you can quickly add or change applications as your business needs dictate. We understand how important flexibility is to your business, so we offer a wide range of scalable solutions that we can quickly tailor to meet your needs.
- **Complete Solutions**—AT&T offers a wide range of solutions. We can work with a variety of communication products and can assess your needs to identify potential solutions. We understand what your business requires, and we have the products and services to deliver the data networking solution you want.
- **Support**—Getting straight answers to your questions is important. That's why we give you an experienced, professional account team that knows your business and can recommend the best solutions. We're responsive and sensitive to your company's business concerns, and we can provide you with full support for all of your network services.
- **Experience and Expertise**—With more than 100 years of experience, AT&T draws on its expertise to champion innovation and develop comprehensive, reliable solutions. We've used that experience to build one of the world's best networks for your data and IP services, and we'll continue to improve that network by deploying new technologies.
- **Reliability**—AT&T is one of the strongest, most dependable communication providers in the industry. We monitor our network to identify and correct service issues quickly. Because we've set the standard for network reliability for over 100 years, you can trust us to provide sound, reliable data network solutions when you need them.



AT&T Distributed Denial of Service (DDoS) Protection

DDoS Defense consists of detection and mitigation service components that examine your Netflow data. When the detector identifies a DDoS attack, a notification is sent to both an AT&T operations center and to you with notification of the detected attack. Concurrently, AT&T will also contact you directly by phone. AT&T systems are designed to reroute traffic directed at the identified IP Addresses that are under attack to a network scrubbing facility within the AT&T IP Backbone, where attack traffic will be dropped while allowing valid traffic to pass to your access router. Traffic destined to your other IP Addresses that are not under attack, continues to flow directly to your network. Internet Protect Service is required to use. Requires AT&T to be the ISP.

Feature Name	Identifier	Feature Description
AT&T Internet Protect Service		
Internet Protect 1-15 User Tokens	AIP15	A security alerting and notification service that offers information regarding identified potential attacks, including viruses, worms and denial of service attacks that are in the early formulation stages. <ul style="list-style-type: none">• 1-15 User tokens• Only 1 user token required per Agency• Lost tokens will be replaced at no additional charge.
Internet Protect 16-50 User Tokens	AIP50	A security alerting and notification service that offers information regarding identified potential attacks, including viruses, worms and denial of service attacks that are in the early formulation stages. <ul style="list-style-type: none">• 16-50 user tokens• Only 1 user token required per Agency• Lost tokens will be replaced at no additional charge.
AT&T Distributed Denial of Service (DDoS) Protection**		** Requires Internet Protect Service
DDoS 1 – 2 GB Protection**	DDOSMNT-2	DDoS Defense consists of detection and mitigation service components that examine your Netflow data. 1 – 2 GB Protection ** Requires Internet Protect Service



Feature Name	Identifier	Feature Description
DDoS 3 – 4 GB Protection**	DDOSMNT-4	DDoS Defense consists of detection and mitigation service components that examine your Netflow data. 3 – 4 GB Protection ** Requires Internet Protect Service

AT&T Internet Protect Service

AT&T Internet Protect® is a security alerting and notification service that offers information regarding identified potential attacks, including viruses, worms and denial of service attacks that are in the early formulation stages. This managed service culls information from the extensive AT&T IP backbone which is one of the largest in the world. It performs examination of over 24 petabytes of daily network data to help identify malicious activity from the Internet which you can use to help predict and prevent malicious traffic from infecting your network. Using the Web-based Information Security Portal, pagers and e-mail, AT&T notifies you of identified critical malicious activity and recommends immediate action.

AT&T Internet Protect® also delivers security information such as top vulnerabilities, recent patch releases and other security “need to-know” facts. In addition to features just mentioned, AT&T customers benefit from additional service options within AT&T Internet Protect® such as DDoS Defense and Private Intranet Protect. AT&T Internet Protect® is a security alerting and notification service that offers information regarding identified potential attacks, including viruses, worms and denial of service attacks that are in the early formulation stages. This managed service culls information from the extensive AT&T IP backbone which is one of the largest in the world. It performs examination of over 24 petabytes of daily network data to help identify malicious activity from the Internet which you can use to help predict and prevent malicious traffic from infecting your network. Using the Web-based Information Security Portal, pagers and e-mail, AT&T notifies you of identified critical malicious activity and recommends immediate action.

AT&T Distributed Denial of Service (DDoS) Protection

Managed DDoS service for customers whose ISP is AT&T. DDoS Defense consists of detection and mitigation service components that examine your Netflow data. When the detector identifies a DDoS attack, a notification is sent to both an AT&T operations center and to you with notification of the detected attack. Concurrently, AT&T will also contact you directly by phone. AT&T systems are designed to reroute traffic directed at the identified IP Addresses that are under attack to a network scrubbing facility within the AT&T IP Backbone, where attack traffic will be dropped while allowing valid traffic to pass to your access router. Traffic destined to your other IP Addresses that are not under attack, continues to flow directly to your network. Internet Protect Service is required to use.



Feature Name	Identifier	Feature Description
AT&T Internet Protect Service		
Internet Protect 1-15 User Tokens	AIP15	A security alerting and notification service that offers information regarding identified potential attacks, including viruses, worms and denial of service attacks that are in the early formulation stages. 1-15 User tokens Only 1 user token required per Agency Lost tokens will be replaced at no additional charge.
DDoS 1 – 2 GB Protection**	DDOSMNT-2	DDoS Defense consists of detection and mitigation service components that examine your Netflow data. 1 – 2 GB Protection ** Requires Internet Protect Service
DDoS 3 – 4 GB Protection**	DDOSMNT-4	DDoS Defense consists of detection and mitigation service components that examine your Netflow data. 3 – 4 GB Protection ** Requires Internet Protect Service

AT&T Agnostic Distributed Denial of Service (DDoS) Protection

Managed DDoS Service for customers with an ISP other than AT&T. DDoS Defense consists of detection and mitigation service components that examine your Netflow data. When the detector identifies a DDoS attack, a notification is sent to both an AT&T operations center and to you with notification of the detected attack. Concurrently, AT&T will also contact you directly by phone. AT&T systems are designed to reroute traffic directed at the identified IP Addresses that are under attack to a network scrubbing facility within the AT&T IP Backbone, where attack traffic will be dropped while allowing valid traffic to pass to your access router. Traffic destined to your other IP Addresses that are not under attack, continues to flow directly to your network.

Feature Name	Identifier	Feature Description
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Feature Name	Identifier	Feature Description
AT&T Internet Protect Service		
Internet Protect 1-15 User Tokens	AIP15	A security alerting and notification service that offers information regarding identified potential attacks, including viruses, worms and denial of service attacks that are in the early formulation stages. 1-15 User tokens Only 1 user token required per Agency Lost tokens will be replaced at no additional charge.

2. Additional Optional Services

AT&T Premise Based Security Services

AT&T Managed Intrusion Prevention Service

MIDS/MIPS” is a fully managed, attack recognition and response capability for network security that can be configured in either Promiscuous mode or In-Line modes of operation. The Promiscuous (IDS) mode provides an unobtrusive “sniffing” of traffic, where traffic is presented to a sensor for analysis. With the In-Line (IPS) mode of operation, traffic passes through the sensor and is inspected before it is allowed to pass on. Both modes support the dynamic responses of “shunning” (blocking an attacking IP address in a firewall or router) or “resetting” (sending a TCP reset to terminate the TCP session). Only the In-Line mode supports the “dropping” action (dropping offending packets or traffic).

MIDS/MIPS are monitored 24 hours x 7 days a week. Intrusion detection sensing sensors are placed at specific locations in the Customer Internet access, whether on a Customer Site or at an AT&T Internet Data Center. The intrusion detection sensing sensors monitor data packet header and payload information in an effort to detect possible malicious activity. If possible malicious activity is detected by AT&T and an alarm is generated, the AT&T SNOC responds based on the Customer signature policy.

Each intrusion detection sensor is configured by AT&T, based on the Customer determined signature policy, with changes to the standard alarm and severity settings determined by the Customer. AT&T further implements the Customer signature policy



by setting alarms to correlate with certain levels of malicious activity and by setting actions in response to any alarms. At all times, Customer is responsible for decisions relating to its sensor placement and signature profile. AT&T will establish procedures between the AT&T SNOC and the Customer identified Security Contact(s) to request configuration changes to the Customer security policy.

Prior to provisioning of MIDS/MIPS, AT&T will conduct a technical assurance review to validate that the proposed MIDS/MIPS implementation is technically feasible and supportable under the standard definition of the MIDS/MIPS.

Features of MIDS/MIPS

- Configure MIDS/MIPS in Promiscuous (IDS) mode. AT&T can re-configure MIDS/MIPS in an In-Line mode upon Customer request provided it is supportable based on the desired Customer configuration.
- Apply default IDS Signature policy on any managed MIDS/MIPS devices
- Provide updated IDS Signature database
- Provide IDS reporting via the AT&T Security Center Portal
- Provide 24x7 Investigative Phone Support
- Notify Customer of Alerts: phone call to Customer Point of Contact (CPOC) for “High Severity” alerts and e-mail to Customer for “Medium Severity” alerts
- Provide profiling (enhanced tuning and data traffic analysis) to give Customer a baseline of its network or alarm activity for individual devices on its network
- Perform sensor tuning based on Customer environment
- Deploy custom signatures in consultation with Customer following approval of such signatures by AT&T. Customer will receive 20 concurrent custom signatures.
- Perform Root Cause Analysis for High Severity Alerts

Standard Capabilities

- 24x7 security event monitoring and equipment management.
- Sensor placement assistance within an AT&T Internet Data Center or Customer Premises.
- In-band correlation of sensor data in the Customer network.
- Incident response based on signature policies and traffic profiles of Customer sensors.



- Periodic updates to Customer sensor profiles to help reduce false positive alerts or alarm activity not related to cyber intrusions.
- On-line summary reports on a daily, weekly, or monthly basis.
- Customized incident report for each High Severity alert generated.
- Access to Tier III technical analysts in connection with High Severity alerts.

Pricing is based on a three-year contract. AT&T will work with you to determine appropriate sizing and design of Managed Intrusion Prevention Configuration. Pricing assumes mutually agreeable Configuration.

Feature Name	Identifier	Feature Description
Managed Intrusion Prevention Service (MIPS) – Complete Service		The AT&T Managed Intrusion Prevention Service is a fully managed, attack recognition and response capability for network security. The service is a fully managed bundled solution, which includes all hardware and software components, configuration, installation, day to day management and maintenance, as well as expert customer support and 24/7 monitoring.
McAfee Configurations:		
Large Office for McAfee Intrusion Prevention Service	WANSLOFC	Managed Intrusion Prevention Service monthly recurring fee including single McAfee CPE, all required licensing and full AT&T management – 5,000 Mbps Throughput -
Medium Office for McAfee Intrusion Prevention Service	WANSMOFC	Managed Intrusion Prevention Service monthly recurring fee including McAfee CPE, all required licensing and full AT&T management – 1000 Mbps Throughput
Small Office for McAfee Intrusion Prevention Service	WANSSOFC	Managed firewall monthly recurring fee including Juniper Networks CPE, all required licensing and full AT&T management – 100 Mbps Throughput
TippingPoint Configurations:		
Large Office for TippingPoint Intrusion Prevention Service	WANSLOFC	Managed Intrusion Prevention Service monthly recurring fee including single TippingPoint CPE, all required licensing and full AT&T management – 5,000 Mbps Throughput -
Medium Office for TippingPoint Intrusion Prevention Service	WANSMOFC	Managed Intrusion Prevention Service monthly recurring fee including TippingPoint CPE, all required licensing and full AT&T management – 1000 Mbps Throughput
Small Office for TippingPoint Intrusion	WANSSOFC	Managed firewall monthly recurring fee including Tippingpoint CPE, all required





Feature Name	Identifier	Feature Description
Prevention Service		licensing and full AT&T management – 100 Mbps Throughput
SourcefireConfigurations:		
Large Office for Sourcefire Intrusion Prevention Service	WANSLOFC	Managed Intrusion Prevention Service monthly recurring fee including single Sourcefire CPE, all required licensing and full AT&T management – 5,000 Mbps Throughput -
Medium Office for Sourcefire Intrusion Prevention Service	WANSMOFC	Managed Intrusion Prevention Service monthly recurring fee including TippingPoint CPE, all required licensing and full AT&T management – 1000 Mbps Throughput
Small Office for Sourcefire Intrusion Prevention Service	WANSSOFC	Managed Intrusion Prevention Service Sourcefire CPE, all required licensing and full AT&T management – 100 Mbps Throughput
Managed Intrusion Prevention Options		
Enhanced Threat Segments	PB.IDPS.OPT.ETS	Enhanced Threat Segments - used to add additional monitored segments on an IPS. By default, each IDPS includes one monitored segment



Premises Based Firewall Service (PBFW) – Complete Service

The AT&T Premises-Based Managed Firewall Service – Complete Service provides a highly functional layer of security to your networks. The service is a fully managed bundled solution, which includes all hardware and software components, configuration, installation, day to day management and maintenance, as well as expert customer support and proactive network monitoring.

The service is designed to:

- Defend against unauthorized connections to your LANs
- Provide security to your users with remote accessing needs, via data encryption
- Provide a secure environment to companies who need to support an unlimited number of concurrent user sessions
- Support remote monitoring and management of the firewall server

Variety of Firewall Solutions to Fit Your Needs

You can choose from many AT&T Premises-Based Firewall bundled solutions to meet your requirements. All of these services let you define your own security policy and tailor the solution to the size of your user base. The AT&T Premises-Based Firewall Complete Service options include:

- Fortinet® firewall appliances
- Checkpoint firewall appliances
- Cisco® ASA firewall appliances
- Juniper Networks firewall appliances
- Palo Alto Firewalls

These solutions provide features such as High Availability configurations, multi-gigabit throughput capacity and advanced security reporting. Depending on the firewall type and model, the configurations provide DMZ, Extranet and VPN connectivity options. The Fortinet, Check Point, Juniper Network, Palo Alto and Cisco ASA configurations can also be implemented in an AT&T Internet Data Center.

High Availability:

High availability is a feature which provides redundancy and fault tolerance. It effectively enables two firewalls to act as backup for each other. The high availability feature in each firewall detects failures in a number of ways so that if a failure is detected instant failover occurs. The feature includes a mechanism to keep the state of devices synchronized with each other so that once a failure is detected the processing load is seamlessly transferred from the active device to the redundant device.

Packaged as four “complete” solution configurations the available options are: Large Office, Medium Office and Small Office. AT&T Security Engineers work with you to determine the appropriate and least costly option factoring in firewall throughput requirements, the number of remote sites supported, the number of users, the number of



security policies, the applications use cases and any additional enabled options such DMZ, Extranet, VPN, IPS or AV Filtering.

Pricing is based on a 3 year contract and mutually agreeable sizing. AT&T will work with customer to determine correct sizing of Firewall and correct options.

Feature Name	Identifier	Feature Description
Premises Based Firewall Service (PFW) – Complete Service		The AT&T Premises-Based Managed Firewall Service – Complete Service provides a highly functional layer of security to your networks. The service is a fully managed bundled solution, which includes all hardware and software components, configuration, installation, day to day management and maintenance, as well as expert customer support and proactive network monitoring.
Cisco Configurations:		
Large Office for Cisco Single Firewall	WANSLOFC	Managed firewall monthly recurring fee including single Cisco CPE, all required licensing and full AT&T management – 20,000 Mbps Firewall Throughput
Medium Office for Cisco Single Firewall	WANSMOFC	Managed firewall monthly recurring fee including single Cisco CPE, all required licensing and full AT&T management – 2000 Mbps Firewall Throughput
Small Office for Cisco Single Firewall	WANSSOFC	Managed firewall monthly recurring fee including single Cisco CPE, all required licensing and full AT&T management – 600 Mbps Firewall Throughput
Large Office for Cisco High Availability Firewall	WANSLOHAC	Managed firewall monthly recurring fee including HA Cisco CPE, all required licensing and full AT&T management – 20,000 Mbps Firewall Throughput
Medium Office for Cisco High Availability Firewall	WANSMOHAC	Managed firewall monthly recurring fee including HA Cisco CPE, all required licensing and full AT&T management – 2000 Mbps Firewall Throughput
Small Office for Cisco High Availability Firewall		Managed firewall monthly recurring fee including HA Cisco CPE, all required licensing and full AT&T management – 600 Mbps Firewall Throughput
Fortigate Configurations:		
Enterprise Office for Fortigate Single Firewall	WANSLOFF	Managed firewall service monthly recurring fee including Fortigate CPE, all required licensing and full AT&T management – 10 Gbps Firewall Throughput – Requires Custom Pricing
Large Office for	WANSLOFF	Managed firewall monthly recurring fee





Feature Name	Identifier	Feature Description
Fortigate Single Firewall		including single Fortigate CPE, all required licensing and full AT&T management – 20,000 Mbps Firewall Throughput
Medium Office for Fortigate Single Firewall	WANSMOFF	Managed firewall service monthly recurring fee including single Fortigate CPE, all required licensing and full AT&T management – 8000 Mbps Firewall Throughput
Small Office for Fortigate Single Firewall	WANSSOFF	Managed firewall service monthly recurring fee including single Fortigate CPE, all required licensing and full AT&T management – 2500 Mbps Firewall Throughput
Large Office for Fortigate High Availability Firewall	WANSLOHAF	Managed firewall service monthly recurring fee including HA Fortigate CPE, all required licensing and full AT&T management – 20,000 Mbps Firewall Throughput
Medium Office for Fortigate High Availability Firewall	WANSMOHAF	Managed firewall service monthly recurring fee including HA Fortigate CPE, all required licensing and full AT&T management – 8,000 Mbps Firewall Throughput
Small Office for Fortigate High Availability Firewall	WANSSOHAF	Managed firewall service monthly recurring fee including single Fortigate HA, all required licensing and full AT&T management – 2500 Mbps Firewall Throughput
Fortigate Firewalls with Unified Threat management UTM Configurations		<u>Choose this Option if using a Fortigate Firewall with UTM Options</u>
Large Office for Fortigate Single Firewall		Managed firewall monthly recurring fee including single Fortigate CPE, all required licensing and full AT&T management – 20,000 Mbps Firewall Throughput. Unified Threat Configuration (UTM) Need to Add Options
Medium Office for Fortigate Single Firewall		Managed firewall service monthly recurring fee including HA Fortigate CPE, all required licensing and full AT&T management – 8,000 Mbps Firewall Throughput. Unified Threat Configuration (UTM) Need to Add Options
Small Office for Fortigate Single Firewall		Managed firewall service monthly recurring fee including single Fortigate CPE, all required licensing and full AT&T management – 2500 Mbps Firewall Throughput. Unified Threat Configuration (UTM) Need to Add Options
Large Office for Fortigate High Availability Firewall		Managed firewall service monthly recurring fee including HA Fortigate CPE, all required licensing and full AT&T management – 20,000 Mbps Firewall Throughput. Unified



Feature Name	Identifier	Feature Description
		Threat Configuration (UTM) Need to Add Options
Medium Office for Fortigate High Availability Firewall		Managed firewall service monthly recurring fee including HA Fortigate CPE, all required licensing and full AT&T management – 8,000 Mbps Firewall Throughput. Unified Threat Configuration (UTM) Need to Add Options
Small Office for Fortigate High Availability Firewall		Managed firewall service monthly recurring fee including single Fortigate HA, all required licensing and full AT&T management – 2500 Mbps Firewall Throughput
Checkpoint Configurations		
Large Office – Checkpoint Single Firewall	WANSLOFCP	Managed firewall service monthly recurring fee including Checkpoint Software, AT&T supplied firewall appliance, all required licensing and full AT&T management – 5800 mbps Firewall Throughput
Medium Office – Checkpoint Single Firewall	WANSMOFCP	Managed firewall service monthly recurring fee including Checkpoint Software, AT&T supplied firewall appliance, all required licensing and full AT&T management – 3,400 mbps Firewall Throughput
Small Office – Checkpoint Single Firewall	WANSSOFCP	Managed firewall service monthly recurring fee including Checkpoint Software, AT&T supplied firewall appliance, all required licensing and full AT&T management – 1400 Mbps Firewall Throughput
Large Office – Checkpoint High Availability Firewall	WANSLOFHA	Managed firewall service monthly recurring fee including Checkpoint Software, AT&T supplied HA firewall appliance, all required licensing and full AT&T management – 5,800 mbps Firewall Throughput
Medium Office – Checkpoint High Availability Firewall	WANSMOFHA	Managed firewall service monthly recurring fee including Checkpoint Software, AT&T supplied HA firewall appliance, all required licensing and full AT&T management – 3,400 mbps Firewall Throughput
Small Office – Checkpoint High Availability Firewall	WANSSOFCP	Managed firewall service monthly recurring fee including Checkpoint Software, AT&T supplied HA firewall appliance, all required licensing and full AT&T management – 1400 Mbps Firewall Throughput
Palo Alto NG Bundle Configurations:		
Large Office for Palo Alto Single Firewall		Managed firewall monthly recurring fee including single Palo Alto CPE, all required licensing and full AT&T management – 10,000 Mbps Firewall Throughput – Next Generation Bundle configuration. Choose



Feature Name	Identifier	Feature Description
		this option if adding NG Options Threat Protection, URL or Wildfire
Medium Office for Palo Alto Single Firewall		Managed firewall monthly recurring fee including Palo Alto CPE, all required licensing and full AT&T management – 2000 Mbps Firewall Throughput – Next Generation Bundle Configuration. Choose this option if adding NG Options Threat Protection, URL or Wildfire.
Small Office for Palo Alto Single Firewall		Managed firewall monthly recurring fee including Palo Alto CPE, all required licensing and full AT&T management – 100 Mbps Firewall Throughput – Next Generation Bundle Configuration. Choose this option if adding NG Options Threat Protection, URL or Wildfire.
Large Office for Palo Alto High Availability Firewall		Managed firewall monthly recurring fee including HA Palo Alto CPE, all required licensing and full AT&T management – 10,000 Mbps Firewall Throughput – Next Generation Bundle configuration. Choose this option if adding NG Options Threat Protection, URL or Wildfire.
Medium Office for Palo Alto High Availability Firewall		Managed firewall monthly recurring fee including HA Palo Alto CPE, all required licensing and full AT&T management – 2,000 Mbps Firewall Throughput – Next Generation Bundle Configuration. Choose this option if adding NG Options Threat Protection, URL or Wildfire.
Small Office for Palo Alto High Availability Firewall		Managed firewall monthly recurring fee including HA Palo Alto CPE, all required licensing and full AT&T management – 100 Mbps Firewall Throughput. Choose this option if adding NG Options Threat Protection, URL or Wildfire.
Palo Alto NG Configurations:		
Large Office for Palo Alto Single Firewall		Managed firewall monthly recurring fee including single Palo Alto CPE, all required licensing and full AT&T management – 10,000 Mbps Firewall Throughput
Medium Office for Palo Alto Single Firewall		Managed firewall monthly recurring fee including Palo Alto CPE, all required licensing and full AT&T management – 2000 Mbps Firewall Throughput
Small Office for Palo Alto Single Firewall		Managed firewall monthly recurring fee including Palo Alto CPE, all required licensing and full AT&T management – 100 Mbps Firewall Throughput
Palo Alto Firewall		



Feature Name	Identifier	Feature Description
Options		
URL Filtering	PB.FW.NG.URL	NG Option - URL Filtering
Threat Protection (IPS)	PB.FW.NG.TP	NG Option - IPS
Wildfire	PB.FW.NG.ZD	NG Option - Wildfire
Additional Interface	PB.FW.OPT.ASI	Add this cost if you need more than three interfaces, up to the total number on the firewall
Complex Configuration	PB.FW.OPT.CXE	This option is for complex configuration. Work with AT&T to determine if this option applies
Site to Site	PB.FW.OPT.S2S	Add this to support as many vpn tunnels as the firewall can support, but only 5 half-tunnels
Juniper Networks Configurations:		<u>Choose this Option if using a Juniper Networks Firewall with UTM Options</u>
Large Office for Juniper Networks Single Firewall		Managed firewall monthly recurring fee including single Juniper Networks CPE, all required licensing and full AT&T management – 5,000 Mbps Firewall Throughput
Medium Office for Juniper Networks Single Firewall		Managed firewall monthly recurring fee including Juniper Networks CPE, all required licensing and full AT&T management – 2,500 Mbps Firewall Throughput
Small Office for Juniper Networks Single Firewall		Managed firewall monthly recurring fee including Juniper Networks CPE, all required licensing and full AT&T management – 300 Mbps Firewall Throughput
Large Office for Juniper Networks High Availability Firewall		Managed firewall monthly recurring fee including HA Juniper Networks CPE, all required licensing and full AT&T management – 5,000 Mbps Firewall Throughput
Medium Office for Juniper Networks High Availability Firewall		Managed firewall monthly recurring fee including HA Juniper Networks CPE, all required licensing and full AT&T management – 2,500 Mbps Firewall Throughput
Small Office for Juniper Networks High Availability Firewall		Managed firewall monthly recurring fee including HA Juniper Networks CPE, all required licensing and full AT&T management – 300 Mbps Firewall Throughput
Juniper Networks UTM Configurations:		
Large Office for Juniper Networks Single Firewall		Managed firewall monthly recurring fee including single Juniper Networks CPE, all required licensing and full AT&T management – 5,000 Mbps Firewall



Feature Name	Identifier	Feature Description
		Throughput - Unified Threat Configuration (UTM) Need to Add Options
Medium Office for Juniper Networks Single Firewall		Managed firewall monthly recurring fee including Juniper Networks CPE, all required licensing and full AT&T management – 2,500 Mbps Firewall Throughput - Unified Threat Configuration (UTM) Need to Add Options
Small Office for Juniper Networks Single Firewall		Managed firewall monthly recurring fee including Juniper Networks CPE, all required licensing and full AT&T management – 300 Mbps Firewall Throughput - Unified Threat Configuration (UTM) Need to Add Options
Large Office for Juniper Networks High Availability Firewall		Managed firewall monthly recurring fee including HA Juniper Networks CPE, all required licensing and full AT&T management – 5,000 Mbps Firewall Throughput - Unified Threat Configuration (UTM). Need to Add Options
Medium Office for Juniper Networks High Availability Firewall		Managed firewall monthly recurring fee including HA Juniper Networks CPE, all required licensing and full AT&T management – 2,500 Mbps Firewall Throughput - Unified Threat Configuration (UTM). Need to Add Options
Small Office for Juniper Networks High Availability Firewall		Managed firewall monthly recurring fee including HA Juniper Networks CPE, all required licensing and full AT&T management – 300 Mbps Firewall Throughput - Unified Threat Configuration (UTM). Need to Add Options
Standard PFW-UTM Options – Available on Select Platforms		Firewall Optional Add-On Features. UTM Options available on Fortigate and Juniper
Additional Interface	PB.FW.OPT.ASI	Add this cost if you need more than 3 interfaces, up to the total number on the firewall
Site to Site	PB.FW.OPT.S2S	Add this to support as many vpn tunnels as the firewall can support, but only 5 half-tunnels
Client to Site	PB.FW.OPT.C2S	Add this to support client vpn's, up to 100 concurrent. Work with AT&T on sizing
Complex Configuration	PB.FW.OPT.CXE	This option is for complex configuration. Work with AT&T to determine if applicable
UTM URL Filtering	PB.FW.UTM.URL	UTM URL Filtering. URL Filtering Add-On provides the customer with basic URL filtering capability. Enables enterprises to build their own Web access policies by selectively blocking access to sites. Enables the customer to allow domain name control within the firewall to block



Feature Name	Identifier	Feature Description
		specific sites.
UTM Antivirus Scanning	PB.FW.UTM.AV	UTM Anti-virus Add-On additional feature which will look for known malicious software and protect against threats.
UTM Managed IPS	PB.FW.UTM.IDPS	UTM Managed IPS. IPS Add-On provides the customer with intrusion protection capability to the firewall.



Malware Threat Protection Web Service (MTPS)

Malware Threat Protection Web Service (MTPS)
<p>Product Description:</p> <ul style="list-style-type: none"> • Web based Malware Threat Protection Service for inspection and protection of http/https traffic (Note: sizing based on user count/traffic throughput & number of sensors managed) • Tuning & rule administration - manage signatures and updates • Sensor Maintenance - patching, firmware updates & system upgrades to OS & Application • Technical support - Phone and remote access support 24x7x365 • Emergency or replacement spare equipment coverage - Maintains a standby spare for immediate deployment for customer owned equipment. We will facilitate RMA return with vendor and reconfigure at no additional charge. (USA Only) • Out-of-band sensor access option - Dial-in or DSL access to sensor if unavailable via internet • 24x7 Monitoring & real-time event correlation, monitoring & response - Alert triage, analysis and response to potential security incidents with correlated event detection of security event data via CLMS integration. • Standard Client Portal - Security Dashboards, Standard Reports, Analysis Tools, Tickets, metrics, etc. • Custom Reports – If the CMS is included, up to 5 Monthly Fire-Eye Reports (e-mailed) • Reports via Client Portal – Log Reports and Alert Reports are included within the Client portal
Malware Threat Protection Service (MTPS) – WEB – SMALL: Above WEB features with support for approximately 100 Users/ 20 Mbps http Throughput
Malware Threat Protection Service (MTPS) – WEB – MEDIUM: Above WEB features with support for approximately 500 Users/ 50 Mbps http Throughput
Malware Threat Protection Service (MTPS) – WEB – LARGE: Above WEB features with support for approximately 2,500 Users/ 250 Mbps http Throughput
Malware Threat Protection Service (MTPS) – WEB – ENTERPRISE: Above WEB features with support for approximately 10,000 Users/ 1 Gbps http Throughput
Malware Threat Protection Service (MTPS) – WEB – LARGE ENTERPRISE: Above WEB features with support for approximately 40,000 Users/ 4 Gbps http Throughput



Malware Threat Protection Web Service (MTPS) WEB OPTIONS:

Malware Threat Protection Service (MTPS) – Central Management Server SMALL

Product Description:

Optional MRC – Small Central Management Server (Note: Only Required if Correlation between E-Mail & Web Protection is Desired, & for Larger Deployments)

- Smooth workflow integration from dashboard to details – At-a-glance security dashboard helps track Web and email threats and lets you drill down to see specifics and take action
- Consolidates and preserves data to speed reports and audits – Provides a central storehouse for audit-relevant security events to meet long-term data retention requirements
- Reveals the life cycle of blended attacks – Working with the FireEye NX and EX, the CM correlates malicious URLs with the originating emails and the intended victims to reveal the entire attack life cycle and help protect other potential targets

Malware Threat Protection Service (MTPS) – Central Management Server MEDIUM

Product Description:

Optional MRC – Medium Central Management Server (Note: Only Required if Correlation between E-Mail & Web Protection is Desired, & for Larger Deployments)

- Smooth workflow integration from dashboard to details – At-a-glance security dashboard helps track Web and email threats and lets you drill down to see specifics and take action
- Consolidates and preserves data to speed reports and audits – Provides a central storehouse for audit-relevant security events to meet long-term data retention requirements
- Reveals the life cycle of blended attacks – Working with the FireEye NX and EX, the CM correlates malicious URLs with the originating emails and the intended victims to reveal the entire attack life cycle and help protect other potential targets

Malware Threat Protection Service (MTPS) – Central Management Server LARGE

Product Description:

Optional MRC – Large Central Management Server (Note: Only Required if Correlation between E-Mail & Web Protection is Desired, & for Larger Deployments)

- Smooth workflow integration from dashboard to details – At-a-glance security dashboard helps track Web and email threats and lets you drill down to see specifics and take action
- Consolidates and preserves data to speed reports and audits – Provides a central storehouse for audit-relevant security events to meet long-term data retention requirements
- Reveals the life cycle of blended attacks – Working with the FireEye NX and EX, the CM correlates malicious URLs with the originating emails and the intended victims to reveal the entire attack life cycle and help protect other potential targets

Malware Threat Protection Service (MTPS) – Central Management Server ENTERPRISE

Product Description:



Optional MRC – Enterprise Central Management Server (Note: Only Required if Correlation between E-Mail & Web Protection is Desired, & for Larger Deployments)

- Smooth workflow integration from dashboard to details – At-a-glance security dashboard helps track Web and email threats and lets you drill down to see specifics and take action
- Consolidates and preserves data to speed reports and audits – Provides a central storehouse for audit-relevant security events to meet long-term data retention requirements
- Reveals the life cycle of blended attacks – Working with the FireEye NX and EX, the CM correlates malicious URLs with the originating emails and the intended victims to reveal the entire attack life cycle and help protect other potential targets

Malware Threat Protection Service (MTPS) – Central Management Server LARGE ENTERPRISE

Product Description:

Optional MRC – Large Enterprise Central Management Server (Note: Only Required if Correlation between E-Mail & Web Protection is Desired, & for Larger Deployments)

- Smooth workflow integration from dashboard to details – At-a-glance security dashboard helps track Web and email threats and lets you drill down to see specifics and take action
- Consolidates and preserves data to speed reports and audits – Provides a central storehouse for audit-relevant security events to meet long-term data retention requirements
- Reveals the life cycle of blended attacks – Working with the FireEye NX and EX, the CM correlates malicious URLs with the originating emails and the intended victims to reveal the entire attack life cycle and help protect other potential targets

Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - SMALL

Product Description:

For Environments where Anonymized Threat Data Cannot be shared with vendor. Note: The Bi-Directional License by Default is included. This option is specific to web protection and e-mail protection service and the license downgrade must selected for each solution or appliance purchased.

Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - MEDIUM

Product Description:

For Environments where Anonymized Threat Data Cannot be shared with vendor. Note: The Bi-Directional License by Default is included. This option is specific to web protection and e-mail protection service and the license downgrade must selected for each solution or appliance purchased.

Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - LARGE

Product Description:

For Environments where Anonymized Threat Data Cannot be shared with vendor. Note: The Bi-Directional License by Default is included. This option is specific to web protection and e-mail protection service and the license downgrade must selected for each solution or



appliance purchased.

Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - ENTERPRISE Product Description:

For Environments where Anonymized Threat Data Cannot be shared with vendor. Note: The Bi-Directional License by Default is included. This option is specific to web protection and e-mail protection service and the license downgrade must selected for each solution or appliance purchased.

Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing – LARGE ENTERPRISE

Product Description:

For Environments where Anonymized Threat Data Cannot be shared with vendor. Note: The Bi-Directional License by Default is included. This option is specific to web protection and e-mail protection service and the license downgrade must selected for each solution or appliance purchased.

Malware Threat Protection Service (MTPS) – eMail Add On

Product Description:

For situations where a higher level of Enforcement is desired, the client may add on Cloud MTPS eMail Protection Service. In addition to the Web MTPS protections, the following additional protections are included:

- Web based Malware Threat Protection Service for inspection and protection of http/https traffic (Note: sizing based on user count/traffic throughput & number of sensors managed)
- Tuning and rule administration - manage signatures and updates
- Sensor Maintenance - patching, firmware updates and system upgrades to OS and Application
- Technical support - Phone and remote access support 24x7x365
- Emergency or replacement spare equipment coverage - Maintains a standby spare for immediate deployment for customer owned equipment. We will facilitate RMA return with vendor and reconfigure at no additional charge. (USA Only)
- Out-of-band sensor access option - Dial-in or DSL access to sensor if unavailable via internet
- 24x7 Monitoring & real-time event correlation, monitoring & Response - Alert triage, analysis and response to potential security incidents with correlated event detection of security event data via CLMS integration.
- Standard Client Portal - Security Dashboards, Standard Reports, Analysis Tools, Tickets, metrics, etc.
- Custom Reports – If the CMS is included, up to 5 Monthly Fire-Eye Reports (e-mailed)



- Reports via Client Portal – Log Reports and Alert Reports are included within the Client portal

Malware Threat Protection Service (MTPS) – MAIL - SMALL

Product Description:

Support in this level for the following email variables:

- Total Avg. e-mails Per Day (Clear Text)
- Daily Peak Unique E-mail Attachments per Hour (UEAH)
- Max number of mail boxes
- 150K Total/Day/ 600 Peak UEAH up to 500 Mailboxes

Malware Threat Protection Service (MTPS) – MAIL – SMALL Additional Mail Box Support:
Cost per each Additional Mailbox that exceeds included Mailbox count

Malware Threat Protection Service (MTPS) – MAIL - MEDIUM

Product Description:

Support in this level for the following email variables:

- Total Avg. e-mails Per Day (Clear Text)
- Daily Peak Unique E-mail Attachments per Hour (UEAH)
- Max number of mail boxes
- 400K Total/Day/ 1500 Peak UEAH up to 1,000 Mailboxes



<p>Malware Threat Protection Service (MTPS) – MAIL – MEDIUM Additional Mail Box Support: Cost per each Additional Mailbox that exceeds included Mailbox count</p>
<p>Malware Threat Protection Service (MTPS) – MAIL - LARGE Product Description: Support in this level for the following email variables:</p> <ul style="list-style-type: none"> • Total Avg. e-mails Per Day (Clear Text) • Daily Peak Unique E-mail Attachments per Hour (UEAH) • 400K Total/Day/ 1500 Peak UEAH up to 2,500 Mailboxes
<p>Malware Threat Protection Service (MTPS) – MAIL – LARGE Additional Mail Box Support: Cost per each Additional Mailbox that exceeds included Mailbox count</p>
<p>Malware Threat Protection Service (MTPS) – MAIL - ENTERPRISE Product Description:</p> <ul style="list-style-type: none"> • Support in this level for the following email variables: • Total Avg. e-mails Per Day (Clear Text) • Daily Peak Unique E-mail Attachments per Hour (UEAH) • 750K Total/Day/ 3000 Peak UEAH up to 5,000 Mailboxes
<p>Malware Threat Protection Service (MTPS) – MAIL – ENTERPRISE Additional Mail Box Support: Cost per each Additional Mailbox that exceeds included Mailbox count</p>
<p>Malware Threat Protection Service (MTPS) – MAIL – LARGE ENTERPRISE Product Description: Support in this level for the following email variables:</p> <ul style="list-style-type: none"> • Total Avg. e-mails Per Day (Clear Text) • Daily Peak Unique E-mail Attachments per Hour (UEAH) • 750K Total/Day/ 3000 Peak UEAH up to 10K mailboxes
<p>Malware Threat Protection Service (MTPS) – MAIL – LARGE ENTERPRISE Additional Mail Box Support: Cost per each Additional Mailbox that exceeds included Mailbox count</p>
<p>Malware Threat Protection Service (MTPS) eMail OPTIONS</p>
<p>Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - SMALL</p>
<p>Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - MEDIUM</p>
<p>Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - LARGE</p>



Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing - ENTERPRISE

Malware Threat Protection Service (MTPS) – Uni Directional Threat Sharing – LARGE
ENTERPRISE



AT&T Cloud Web Security Services (WSS)

AT&T Cloud WSS was architected to allow any customer that has Internet access to utilize the service. A customer with one or more remote sites can be supported through the use of IPSEC tunneling, explicit proxy or individual user SSL tunnels.

Standard Features

AT&T Cloud WSS offers the following standard features as a bundle. All features, including Roaming User support and Mobile Device support are bundled in one price:

Content Filtering

The AT&T Cloud Security Service enables Customer to define a content filtering policy that can meet business requirements and can be tailored to support the local and global customer environment. The basic policy consists of a combination of blocked and allowed Web content categories and trusted and blocked sources and destinations that apply globally to all users (Basic Policy). The State also has the option to create more granular rules (Advanced Policy). For example, the State can coach users on its company policy when a User attempts a restricted site; block unauthenticated Users; and create allow or block lists for specific Web destinations. This module also provides dynamic rating algorithms that identify and categorize Web content in real time to provide unrivaled URL filtering.

- Over 80 pre-defined URL categories (e.g. religion, sports, etc) which are selected to be allowed or denied
- The Whitelist / Blacklist function allows browsing to specific URLs to be permitted or denied. This function overrides any URL filtering options. The State can filter on URL, IP address or both.
- It is possible to block web searches based on keywords.
- Web filtering can also be done by IP address as well as URL name.
- The Web Filtering feature provides the ability for web pages to be filtered using URL categorization and content analysis. URLs are categorized by reference to a number of predefined categories as specified in the State's portal. The State will be able to configure the Web Filtering to create their own access restriction policies (based on categories and types of content) and deploy them to specific User groups.
- The State has the option of performing individual and/or group administration and reporting capabilities.

authorized persons only and is not for general distribution.



- If the User requests a web page or attachment where an access restriction policy applies, then access to that web page or attachment is denied and the User will be displayed an automatic alert web page.
- AT&T Cloud WSS supports any language for URL filtering. The browser converts the user request into UTF format and the query against the URL database is also in UTF.

Malware Scanning

Antivirus scanning examines files for viruses, worms, trojans, and malware. The Internet-based AT&T Cloud Security Service ensures real-time protection against known and newly-arriving Web-borne threats.

The service uses an ecosystem of inline scanning technology (from multiple vendors) to examine Web content. The resulting behavioral analysis identifies malicious and suspicious sites, bot-net traffic, and *phone-home* malware. The community-driven technology allows these threats to be categorized in real-time.

- Provides inline scanning of HTTP and HTTPS content for common virus and malware threats and vulnerabilities
- If a Web page or Web page attachments are found to contain a virus or spyware, then access to that web page or attachment is denied and the Internet user will be displayed an automatic virus alert web page.
- All attachments can be blocked by file type or extension.

Application Control

Application filtering controls end user access to Web 2.0 applications, i.e., Video and Audio streaming, IM control, VOIP, Peer to Peer, Games. Abuse of these applications can lead to increased bandwidth demand and increased susceptibility to malware attacks.

Application control uses IPS protocol decoders that can analyze network traffic to detect application traffic even if the traffic uses non-standard ports or protocols.

Data Loss Prevention

Cloud WSS will be able to integrate with a customer's current Data Loss Prevention service.

Mobile Device Support on Apple IOS and Android v. 4.0+

As part of the business/enterprise Web security solution portfolio, Cloud WSS provides the Mobile Device Security (MDS) solution. This feature safeguards Apple® (iPhones™

authorized persons only and is not for general distribution.



and iPads™ that are running iOS™ 5.x or 6.x and later) and Android v. 4.0+ mobile devices against Web threats and enforce acceptable use policies.

Mobile devices are prevalent in the business arena and have actually become the preferred device for many employees. Furthermore, specialized apps are becoming essential for business. Because of this, more and more companies are distributing smart phones and tablets rather than laptops to their employees, especially those who travel a lot or whose jobs are not tied to desks. Then there is the challenge of employees who bring their own mobile devices into the corporate environment, which creates a security risk because such devices are able to connect to the Internet through satellite networks (3G/4G) rather than through the corporate egress point. Employees access assets, such as corporate mail and other sensitive intellectual property, transmit in the clear. Furthermore, acceptable Web use policies are not enforceable.

authorized persons only and is not for general distribution.



Managed Premises WAF Service (PB-WAF)

Managed Premises WAF Service (WAF) utilizes AT&T's expertise in monitoring and managing web application firewalls. Other capabilities include:

- Real-time Continuous Monitoring and enforcement of rules or policies that protect against web application threats
- Non-Intrusive - Supports both "In-line" and "Out-of-Band" deployments
- Dynamic Application Profiling
- Inbound and Outbound Traffic Analysis using both positive and negative (whitelist and blacklist) analysis models
- Application Security Defect Detection Capability
- Out-of-the-Box PCI Compliance
- Inspects all encrypted SSL traffic
- SSL processing offload to Acceleration Card eliminates encryption overhead
- Alerts and Security events analyzed in real-time and integrated into CLMS solution, 24x7 by trained Security Operations Team
- Robust Reporting capability and Client Security Portal
- Fully managed including maintenance and upgrades

Required Appliance Service element listed below.

Tier 1 Standard

Tier 1 Standard is an initial enablement of protection for 1-4 web applications utilizing single appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data



- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc & scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance SINGLE (Below)

Tier 1 Premium (HA)

Tier 1 Premium is an initial enablement of protection for 1-4 web applications utilizing a high availability appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert & attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc & scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance HA (Below)

Tier 1 Incremental Web Site / Application: Add on of an additional Web Site / Web Application to the Tier 1X Service Level.

Tier 2 Standard

Tier 2 Standard is an initial enablement of protection for 5-10 web applications utilizing single appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules



- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc & scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance SINGLE (Below)

Tier 2 Premium (HA)

Tier 2 Premium is an initial enablement of protection for 5-10 web applications utilizing high availability appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log



analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard and web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance HA (Below)

Tier 2 Incremental Web Application: Add on of an additional Web Site / Web Application to the Tier 2X Service Level.

Tier 3 Standard

Tier 3 Standard is an initial enablement of protection for 11-20 web applications utilizing single appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert & attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc & scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance SINGLE (Below)

Tier 3 Premium (HA)

Tier 3 Premium is an initial enablement of protection for 11-20 web applications utilizing high availability appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option



included)

- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard and web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance HA (Below)

Tier 3 Incremental Web Application: Add on of an additional Web Site / Web Application to the Tier 3X Service Level.

Tier 4 Standard

Tier 4 Standard is an initial enablement of protection for 21-30 web applications utilizing single appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc

Requires Appropriate PB-WAF Appliance SINGLE (Below)

Tier 4 Premium (HA)

Tier 4 Premium is an initial enablement of protection for 21-30 web applications utilizing high availability appliance architecture. Includes:



- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance HA (Below)

Tier 4 Incremental Web Application: Add on of an additional Web Site / Web Application to the Tier 4X Service Level.

Tier 5 Standard

Tier 5 Standard is an initial enablement of protection for 31-40 web applications utilizing single appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert & attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log



analyzer, log charts, compliance reports, ad-hoc & scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance SINGLE (Below)

Tier 5 Premium (HA)

Tier 5 Premium is an initial enablement of protection for 31-40 web applications utilizing high availability appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates & full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance HA (Below)

Tier 5 Incremental Web Application: Add on of an additional Web Site / Web Application to the Tier 5X Service Level.

Tier 6 Standard

Tier 6 Standard is an initial enablement of protection for 41-50 web applications utilizing single appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage



- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance SINGLE (Below)

Tier 6 Premium (HA)

Tier 6 Premium is an initial enablement of protection for 41-50 web applications utilizing high availability appliance architecture. Includes:

- WAF Policy enforcement and tuning - Management, configuration, and tuning of WAF rules
- Monthly Tuning session with customer team to review WAF configuration
- Minor release patching, firmware, software updates and full release upgrades (requires current vendor maintenance agreement).
- Full system upgrades to new versions and product releases
- Regular backups of WAF Configuration (and client-owned management server, if option included)
- 24x7x365 hours technical help desk support coverage
- 24x7 monitoring and Security incident response to potential security incidents with correlated event detection in real-time of security event data
- Full integration into CLMS solution for added depth in Event Correlation adding detail from WAF devices.
- Log collection, detailed reports that include alert and attack summaries.
- Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Requires Appropriate PB-WAF Appliance HA (Below)

Tier 6 Incremental Web Application: Add on of an additional Web Site / Web Application to the Tier 6X Service Level.

AT&T WAF Appliance Service (Required)

Managed Premises WAF Service (PB-WAF) – SMALL SINGLE



<p>Appliance Service Module required for appropriate PB-WAF Service Tier – Includes single appliance as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 100 Mbps, 2 Bridge, 5 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – SMALL HA Appliance Service Module required for appropriate PB-WAF Service Tier – Includes high availability appliances as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 100 Mbps, 2 Bridge, 5 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – MEDIUM SINGLE Appliance Service Module required for appropriate PB-WAF Service Tier – Includes single appliance as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 500 Mbps, 2 Bridge, 5 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – MEDIUM HA Appliance Service Module required for appropriate PB-WAF Service Tier – Includes high availability appliances as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 500 Mbps, 2 Bridge, 5 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – LARGE SINGLE Appliance Service Module required for appropriate PB-WAF Service Tier – Includes single appliance as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 500 Mbps, 4 bridge, 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – LARGE HA Appliance Service Module required for appropriate PB-WAF Service Tier – Includes high availability appliances as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 500 Mbps, 4 bridge, 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – X-LARGE SINGLE Appliance Service Module required for appropriate PB-WAF Service Tier – Includes single appliance as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 1 Gbps, 4 bridge, 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – X-LARGE HA Appliance Service Module required for appropriate PB-WAF Service Tier – Includes high availability appliances as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 1 Gbps, 4 bridge, 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – ENTERPRISE SINGLE Appliance Service Module required for appropriate PB-WAF Service Tier – Includes single appliance as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 2 Gbps, 4 bridge, & 9 Proxy Segments</p>



<p>Managed Premises WAF Service (PB-WAF) – ENTERPRISE HA Appliance Service Module required for appropriate PB-WAF Service Tier – Includes high availability appliances as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 2 Gbps, 4 bridge, & 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – ENTERPRISE PLUS SINGLE Appliance Service Module required for appropriate PB-WAF Service Tier – Includes single appliance as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 2 Gbps, 4 bridge, & 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – ENTERPRISE PLUS HA Appliance Service Module required for appropriate PB-WAF Service Tier – Includes high availability appliances as a service, installation, tuning, maintenance to support service PB-WAF Service. Supports up to the following: 2 Gbps, 4 bridge, & 9 Proxy Segments</p>
<p>Managed Premises WAF Service (PB-WAF) – Optional Features</p>
<p>Scans Integration – Integration of Web Application Scans (from a compatible App Scan Vendor) – Tier 1</p>
<p>Scans Integration – Integration of Web Application Scans (from a compatible App Scan Vendor) – Tier 2</p>
<p>Scans Integration – Integration of Web Application Scans (from a compatible App Scan Vendor) – Tier 3</p>
<p>Scans Integration – Integration of Web Application Scans (from a compatible App Scan Vendor) – Tier 4</p>
<p>Scans Integration – Integration of Web Application Scans (from a compatible App Scan Vendor) – Tier 5</p>
<p>Scans Integration – Integration of Web Application Scans (from a compatible App Scan Vendor) – Tier 6</p>
<p>Managed Premises WAF Service (PB-WAF) – Tier 1 Mgmt Console Standalone Management Server - Support for client's standalone management server. Includes MX 150 or equivalent Management Server (AT&T Dedicated Appliance, Includes: AT&T CPE, Install, Maintenance, Support) – Tier 1</p>
<p>Managed Premises WAF Service (PB-WAF) – Tier 2 Mgmt Console Standalone Management Server - Support for client's standalone management server. Includes MX 150 or equivalent Management Server (AT&T Dedicated Appliance, Includes:</p>



AT&T CPE, Install, Maintenance, Support) – Tier 2
Managed Premises WAF Service (PB-WAF) – Tier 3 Mgmt Console Standalone Management Server - Support for client's standalone management server. Includes MX 150 or equivalent Management Server (AT&T Dedicated Appliance, Includes: AT&T CPE, Install, Maintenance, Support) – Tier 3
Managed Premises WAF Service (PB-WAF) – Tier 4 Mgmt Console Standalone Management Server - Support for client's standalone management server. Includes MX 150 or equivalent Management Server (AT&T Dedicated Appliance, Includes: AT&T CPE, Install, Maintenance, Support) – Tier 4
Managed Premises WAF Service (PB-WAF) – Tier 5 Mgmt Console Standalone Management Server - Support for client's standalone management server. Includes MX 150 or equivalent Management Server (AT&T Dedicated Appliance, Includes: AT&T CPE, Install, Maintenance, Support) – Tier 5
Managed Premises WAF Service (PB-WAF) – Tier 6 Mgmt Console Standalone Management Server - Support for client's standalone management server. Includes MX 150 or equivalent Management Server (AT&T Dedicated Appliance, Includes: AT&T CPE, Install, Maintenance, Support) – Tier 6
Managed Premises WAF Service (PB-WAF) – SSL Acceleration Module for Appliance SSL Acceleration Card (Note: requires two for HA Configurations)



AT&T VSS-PRO (Vulnerability Scanning Service)

AT&T VSS-PRO (Vulnerability Scanning Service)
<p>Product Description:</p> <p>The VSS-Pro service is used to conduct host discovery and/or vulnerability scans on external and/or internal IP-based systems and networks. A variety of scanning techniques are employed to survey the security posture of the target IP-based systems and networks. These scans proactively test for known vulnerabilities and the existence of mainstream industry practice security configurations.</p> <p>External scanning addresses all Internet-facing assets such as routers, firewalls, web servers, and e-mail servers for potential security weaknesses, checking for the "open doors" that could allow a hacker to gain unauthorized access to the network and exploit critical assets. Internal scanning addresses all internal assets such as workstations, intranet servers, and printers for Trojans, improper configurations, peer-to-peer (PTP) file sharing programs such as Morpheus, Kazaa, etc. and more.</p> <p>The VSS-Pro service also provides workflow management, host-based risk assignments, and remediation progress reporting. In addition, VSS-Pro includes assistance in setting up and maintaining scan profiles and scheduling, project management of the customer's remediation efforts (regardless of whether they are handled by the customer's IT staff or 3rd party provider), and provides access to AT&T's staff of security analysts for additional information and guidance regarding more complex technical issues.</p> <p>In addition to the portal view, critical vulnerabilities that are identified are forwarded on a regular basis to the CLMS systems for correlation with other events within the network. Understand the vulnerabilities that exist, and the threats against these assets can be another critical element in the detection and prevention of a successful attack from either external or internal resources or devices.</p>
Reconnaissance Network Appliance (RNA) Set UP – Desktop: Desktop RNA Installation and Set Up
Reconnaissance Network Appliance (RNA) Set UP – Rackmount: Rackmount RNA Installation and Set Up
Quarterly Scanning 130: Up to 130 devices
Quarterly Scanning 250: Up to 250 devices
Quarterly Scanning 500: Up to 500 devices
Quarterly Scanning 1000: Up to 1000 devices
Quarterly Scanning 2000: Up to 2000 devices
Quarterly Scanning 3000: Up to 3000 devices
Quarterly Scanning 3000+: Each added 1K above 3K
Monthly Scanning 130: Up to 130 devices
Monthly Scanning 250: Up to 250 devices



Monthly Scanning 500: Up to 500 devices
Monthly Scanning 1000: Up to 1000 devices
Monthly Scanning 2000: Up to 2000 devices
Monthly Scanning 3000: Up to 3000 devices
Monthly Scanning 3000+: Each added 1K above 3K
On Demand 130: Up to 130 devices
On Demand 250: Up to 250 devices
On Demand 500: Up to 500 devices
On Demand 1000: Up to 1000 devices
On Demand 2000: Up to 2000 devices



Managed Network Access Control (NAC) Service

Managed Network Access Control Service (NAC) utilizes AT&T's expertise in endpoint security to analyze information about how endpoints impact the security posture of the network. Other capabilities include:

- Network Honeypot Monitoring (virtual decoys) – Use dark IP space and virtual decoys to detect and snare attackers
- Unknown endpoint detection - Detects when unknown devices attempt to connect to internal network. (Non-Restrictions Mode)
- Unknown endpoint prevention - prevents unknown devices from connecting to internal network (Restrictions Mode)
- Guest User Authentication via Captive Portal
- Patching & updates - Hardware, firmware, operating system & application code updates
- Server Status health checks on sensors to monitor system operation status - CPU, disk, database, etc.
- Real-time monitoring of endpoint security violations, attempted intrusions & traffic anomaly detection
- Security incident response to potential security incidents with correlated event detection in real-time of security event data integrated into CLMS

Secure web portal for reports, support ticket management, configuration management - Log analyzer, log charts, compliance reports, ad-hoc and scheduled reports, security dashboard & web portal with real-time alert data, event drill downs, trend graphs, etc.

Managed Network Access Control Service (NAC) – Tier 1

NAC is broken into various Service Levels depending upon the number of devices identified upon initial installation and enablement of service. Customer may increase their service level at anytime per incremental costs as described below. Tier 1 is an initial enablement of 1 – 50 devices.

Managed Network Access Control Service (NAC) – Tier 2

NAC is broken into various Service Levels depending upon the number of devices identified upon initial installation and enablement of service. Customer may increase their service level at anytime per incremental costs as described below. Tier 2 is an initial enablement of 51 to 100 users.

Managed Network Access Control Service (NAC) – Tier 3

NAC is broken into various Service Levels depending upon the number of devices identified



upon initial installation and enablement of service. The State may increase their service level at anytime per incremental costs as described below. Tier 3 is an initial enablement of 101 to 500 users.
Managed Network Access Control Service (NAC) – Tier 4 NAC is broken into various Service Levels depending upon the number of devices identified upon initial installation and enablement of service. Customer may increase their service level at anytime per incremental costs as described below. Tier 4 is an initial enablement of 501 to 1,000 users.
Managed Network Access Control Service (NAC) – Tier 5 NAC is broken into various Service Levels depending upon the number of devices identified upon initial installation and enablement of service. The State may increase their service level at anytime per incremental costs as described below. Tier 5 is an initial enablement of 1,001 – 2,500 users.
Managed Network Access Control Service (NAC) – Bundled NAC Platform per Site (Required)
Managed Network Access Control Service (NAC) – X-50 (50 IP's)
Managed Network Access Control Service (NAC) – X-100 (100 IP's)
Managed Network Access Control Service (NAC) – X-500 (500 IP's)
Managed Network Access Control Service (NAC) – X-1000 (1000 IP's)
Managed Network Access Control Service (NAC) – X-2500 (2500 IP's)
Managed Network Access Control Service (NAC) – Additional Features
Pre-Connect Policy Authentication - Anti-Virus & Personal Windows Firewall Supported only- Tier 1
Pre-Connect Policy Authentication - Anti-Virus & Personal Windows Firewall Supported only- Tier 2
Pre-Connect Policy Authentication - Anti-Virus & Personal Windows Firewall Supported only- Tier 3
Pre-Connect Policy Authentication - Anti-Virus & Personal Windows Firewall Supported only- Tier 4
Pre-Connect Policy Authentication - Anti-Virus & Personal Windows Firewall Supported only- Tier 5





WAN Design Overview

AT&T's managed router solution will provide WAN connectivity for two datacenters and the locations designated in the RFP's Appendix 3. The diagram below provides an overview of the proposed WAN transport and AT&T managed network elements.

AT&T Virtual Private Network (AVPN) will be the foundation of the transport architecture. AVPN is a network-based layer three IP VPN solution using Multiprotocol Label Switching (MPLS). AVPN offers six Classes of Service (CoS) for traffic prioritization and supports multiple access technologies including; T1 with PPP protocol, NxT1 with MLPP, DS3 with frame relay encapsulation, and metro ethernet with speeds from 5M to 10Gbps.

The proposed solution calls out two datacenter locations; (1) 530 West Allegan, Lansing and (2) 7150 Harris Drive, Dimondale. Each datacenter will have a two tiered (core/distribution) router solution. The core devices (ASR1006) will be configured as HSRP routers and serve as the main interface and fire stop between LMAN and the managed WAN network. The main interface, operating at 10G, will also serve as the primary inter-data center links for WAN peer to peer traffic.

AVPN will terminate four 1GB AVPN circuits across four distribution layer routers (ASR1002X) in each of the two data centers. The data centers will be configured for load balancing and sufficient capacity to handle all the edge sites in the event of an entire data center failure. The distribution layer routers will also terminate connections for headend ISP and/or 3rd Party transport networks.

The State's IP-VPN locations (aka Class 4 sites) will be served by multiple Internet Service Providers (ISP) for their transport. All routers regardless of transport provider will be monitored and managed by AT&T as the service integrator.

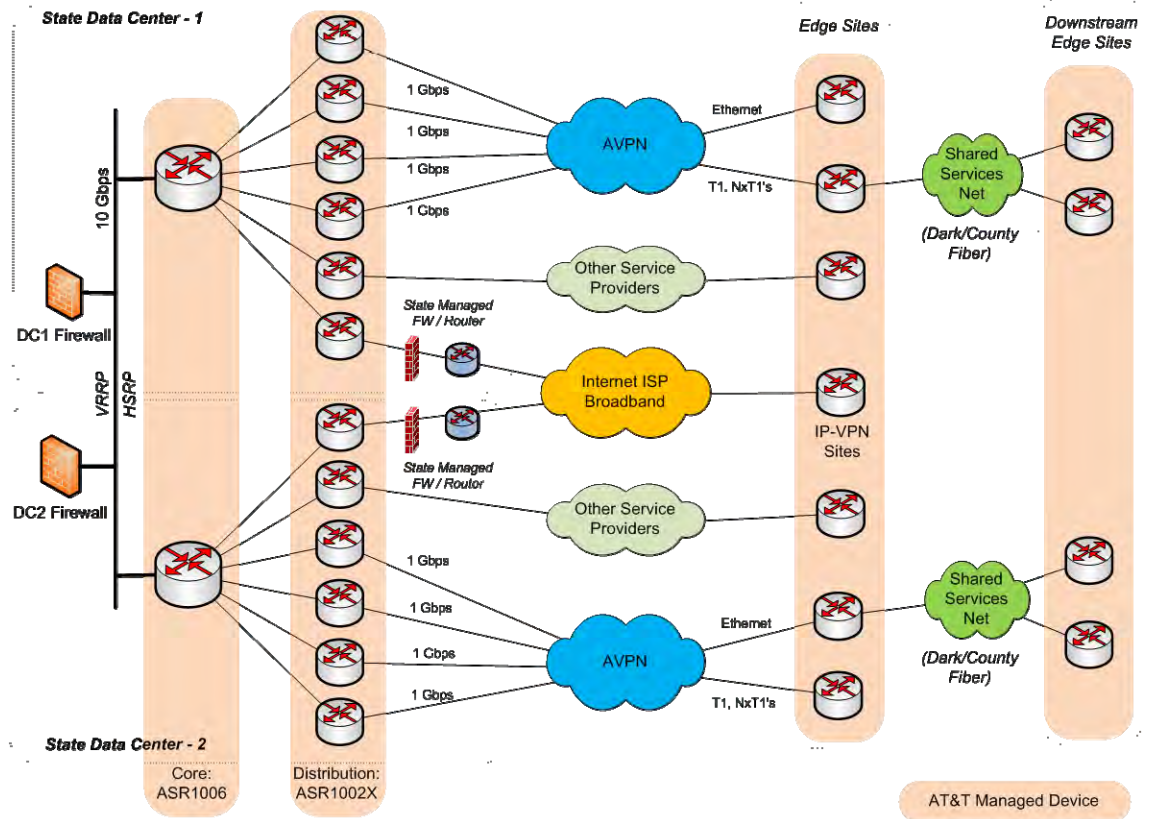
The Cisco ASR1002X will provide WAN circuit termination, tunnel termination, and IPsec security key administration while the core ASR1006 ties the backend of the distribution routers back to the core and opposite datacenter.

The design incorporates the State's required encryption and traffic separation – described in the following section.

Internet Access for all edge locations will be delivered through the centralized (and existing) ISP access. This also includes the IP-VPN locations; therefore no split tunneling will be supported.



State of Michigan WAN Network Design





WAN Encryption and Traffic Separation

The State has clearly mandated the need for encryption across the WAN, as well as the need for traffic separation for the various State agencies. AT&T's managed WAN solution will deliver both.

All data will be encrypted as it passes over the WAN, regardless of the transport network (i.e., MPLS or Internet) and the traffic type (i.e., data or voice). All WAN traffic will be encrypted and decrypted within the managed router itself – without the need for an external appliance.

Given that the State network consists of multiple Virtual Routing and Forwarding (VRF) instances – each with its own traffic and applications – AT&T understands and supports that inter-VRF traffic must be separated while traversing the WAN (CPE and Network).

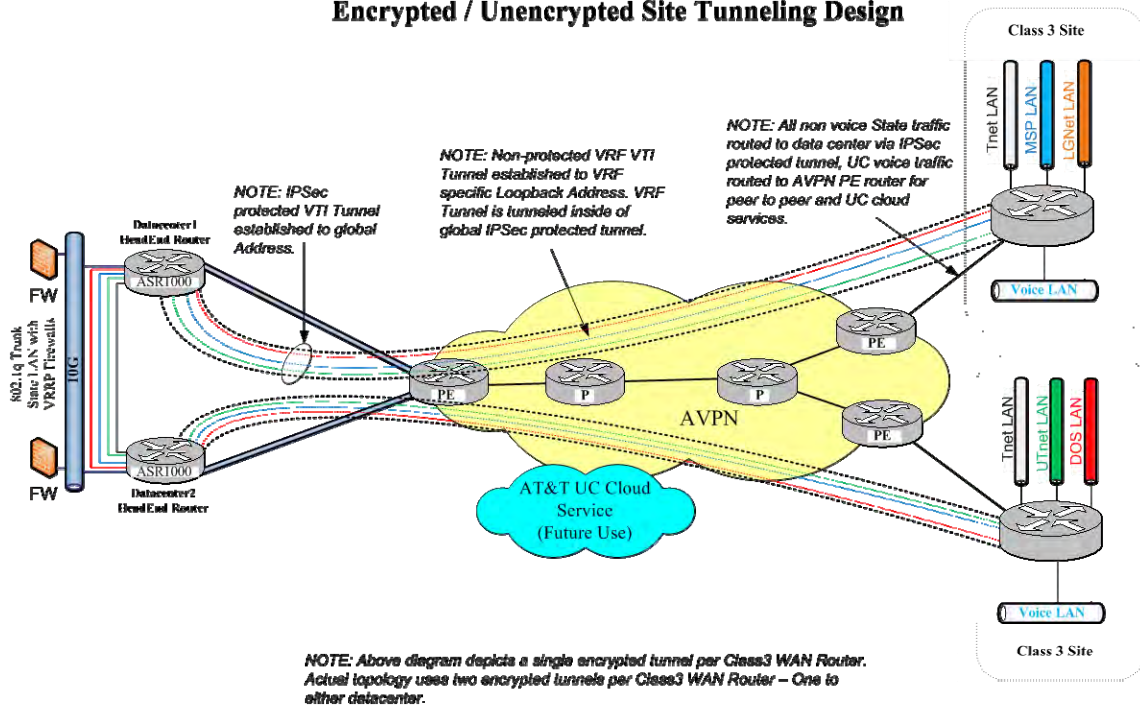
Given these above requirements, the elected design will utilize a single MPLS VPN overlaid with a tunneled architecture. Each State location will terminate 2 encrypted tunnels that connect to the distribution layer managed routers; One at each datacenter location. Embedded within each encrypted tunnel will be one or more unencrypted VTI tunnels that will provide the required traffic separation. The number of VTI tunnels will depend on the number of VRFs at that particular edge site.

The result: A security WAN design that is both transport and access agnostic – and that meets the State requirements for encryption and traffic separation.

The diagram below illustrates the tunnel design via example for two Class 3 locations.



Encrypted / Unencrypted Site Tunneling Design



This tunneled design does not require the use of Dynamic Multipoint Virtual Private Network (DMVPN). Instead, the encrypted and VTI tunnels will be statically configured. While the State does not operate any site-to-site tunnels today, they do reserve the right to use them in the future. If these are required going forward, the assumption is they would be used as select site only – and would also be statically configured.

The use of IPsec protected VTI tunnels eliminates the need for conventional/legacy crypto maps and their associated crypto ACLs. Nesting the agency/VRF specific non-encrypted tunnels inside of the global master encrypted tunnels has a number of benefits:

The number of IPsec Security Associations (SA) remains only two (one to each headend data center routers) regardless of the number of VRFs support at a particular edge site. This will reduce the number of SAs, SA processing resources, and IPsec key administration required by a factor of three on average.

Since the QoS traffic shaping is applied on the master global tunnel, bandwidth sharing among/between agencies/VRFs is supported. This allows each VRF access to the full port bandwidth during times when the other VRFs are idle.



DSCP based QoS is preserved for all tunnels by copying the embedded tunnel packet's QoS DSCP field to the master tunnel's DSCP field and then copied to the native IP packet being carried over the ASE/AVPN network.

The proposed design simplifies capacity and bandwidth management administration by eliminating the need for static re-allocation of bandwidth between the site's VRFs.

In addition, the design reduces the provisioning interval and coordination requirements for doing MAC VRF changes. All tunnels, master and embedded, are carried over a single port rate EVC into the AVPN network. Modification/involvement from the layer 2 transport organization and the AVPN PE support organization is only required if there are port level changes and are not involved when the changes are only Ethernet Virtual Circuit (EVC) level MACs.

The State's mandate for encryption and tunneling will add additional headers to each packet while it transverses the WAN. To accommodate for this additional overhead the traffic shaping of the master tunnel will be reduced from the non-encrypted standard 95% of the EVC's CIR value to 75% of the EVC's CIR value.

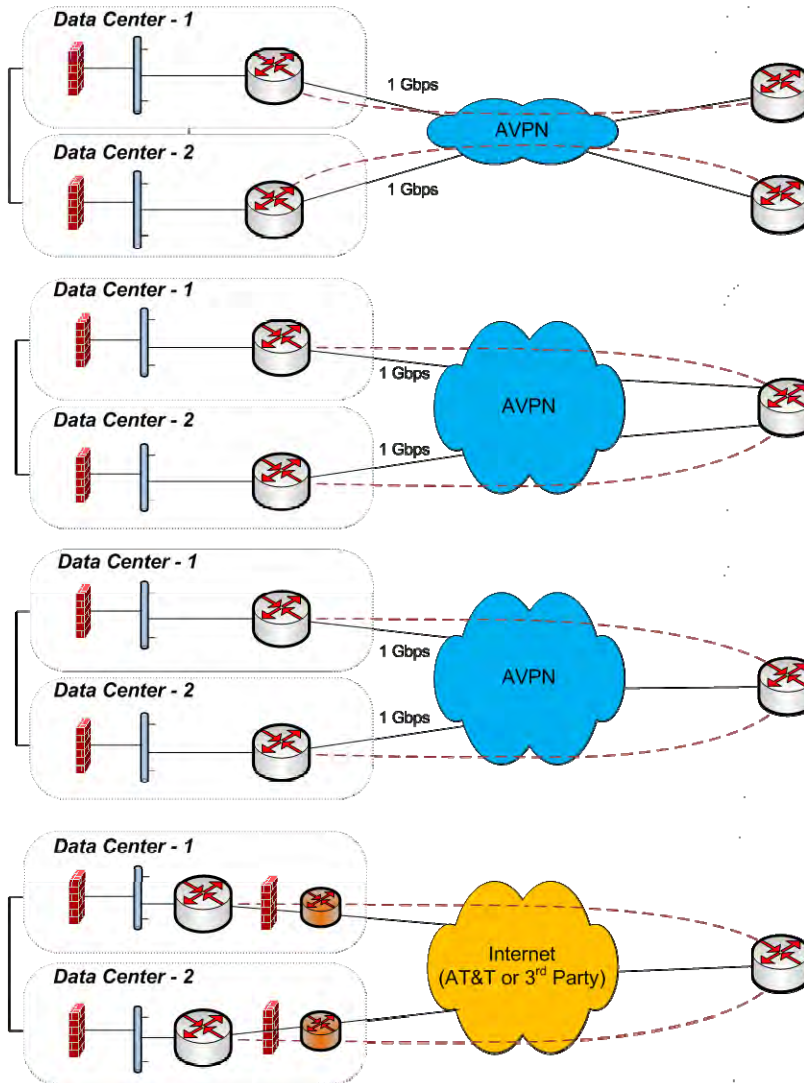
Site Types/Site Classes

The State has identified four specific site classes within the RFP. These site designations and their corresponding topologies have been preserved in AT&T's managed WAN solution.

The diagram and section below describe the each site class, router and circuit requirements, as well as the number of SAs.



State of Michigan Next Generation Network Design Site Topologies



Class 1 Edge Site

- Dual Cisco ISR-G2 Routers
 - Redundant Power Supply/Route Processors (where available)
- Dual AVPN circuits, or AVPN and 3rd Party non-Internet circuit.
 - POP/LEC/Entrance Diversity
- UPS System (10 minute Capacity) for both routers
- Out-of-Band Modem

Class 2 Edge Site

- Single Cisco ISR-G2 Router
- Dual AVPN circuits, or AVPN and 3rd Party non-Internet circuit.
 - POP Diversity
- UPS System (10 minute Capacity)
- Out-of-Band Modem

Class 3 Edge Site

- Single Cisco ISR-G2 Router
- Single AVPN circuit, or 3rd Party non-Internet circuit
- Out-of-Band Modem

Class 4 Edge Site

- Single Cisco ISR-G2 Router
- Single ISP circuit (AT&T or 3rd Party)
- Out-of-Band Modem





Class 1 locations will have the highest level of site availability with dual managed WAN routers, dual circuits and an Uninterruptible Power Source (UPS). In order to provide the requested site availability for class 1 sites, there must be no single point of failure and therefore will require various layers of diversity, including POP, LEC and entrance facility diversity.

- Dual Cisco ISR-G2 Routers
- Redundant Power Supply/Route Processers (where available)
- Dual AVPN circuits; or AVPN and 3rd Party non-Internet circuit.
- Requires POP, LEC & Entrance Diversity
- Requires No Single Point of Failure
- Number of Encrypted Tunnels/SAs: Two (One per Router)
- UPS System (10 minute Capacity) for both routers
- Out-of-Band Modem

Class 2 locations will utilize a single managed WAN router, dual circuits and an Uninterruptible Power Source (UPS). In order to provide the requested site availability for class 2 sites, POP diversity will be required.

- Single Cisco ISR-G2 Router
- Dual AVPN circuits; or AVPN and 3rd Party non-Internet circuit.
- Requires POP Diversity
- Number of Encrypted Tunnels/SAs: Two
- UPS System (10 minute Capacity)
- Out-of-Band Modem

Class 3 locations will utilize a single managed WAN router and single circuit. No WAN diversity is included with this topology.

- Single Cisco ISR-G2 Router
- Single AVPN circuit, or 3rd Party non-Internet circuit
- Number of Encrypted Tunnels/SAs: Two
- Out-of-Band Modem



Class 4 locations, also referred to as IP-VPN sites, will utilize a single managed WAN router and single ISP circuit.

- Single Cisco ISR-G2 Router
- Single ISP circuit (AT&T or 3rd Party)
- Number of Encrypted Tunnels/SAs: Two
- Out-of-Band Modem

As per the site counts in Appendix 3, the site totals (per class) are listed in the chart below.

While the RFP Q&A responses stated a zero population of class1 and class2 sites, they have been included in this section for completeness sake with a representative value of 1. Also, AT&T views the two datacenter locations as separate from the edge site classes and has listed them accordingly.

Class Types	Site Count
Class1	1
Class2	1
Class3	694
Class4	86
Datacenter	2
Grand Total	784



Out-of-Band Management

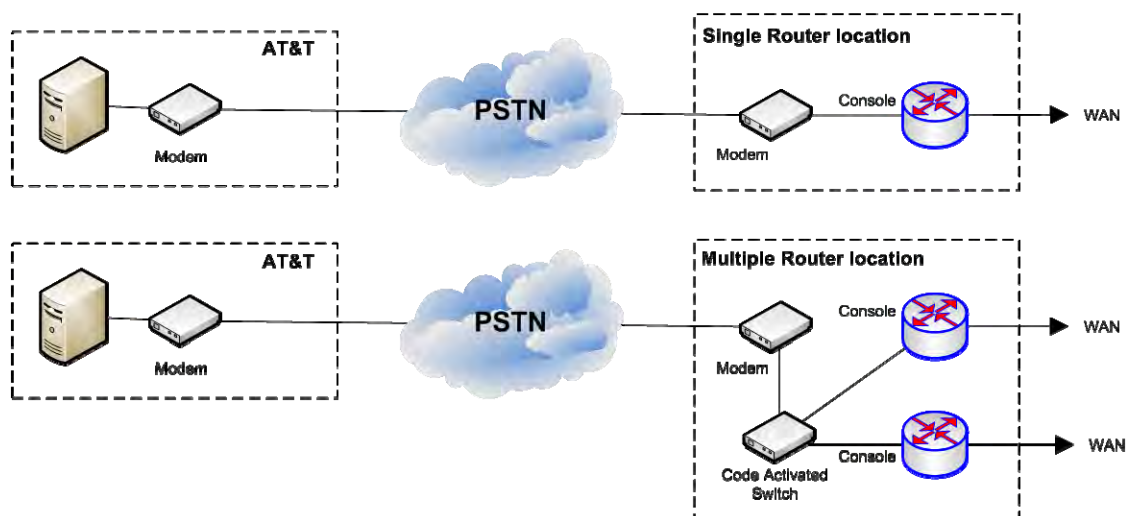
Each of the site class topologies will include Out-of-Band (OOB) access to the managed router(s) at each location.

The site class2/3/4 topology will use a single modem and Plain-Old-Telephone-Service (POTS) line connected to the console port of the WAN router for this purpose. Locations that have multiple managed routers at the same location will have a similar OOB design, but will also include a code-activated switch that allows the POTS line to be shared across multiple managed routers.

In all cases, a remote user attempting to access the router via the OOB path will be prompted to provide a modem password, userID and password and enable password (for enable mode). In the event, the router has lost communication with the TACACS server, passwords of last resort – configured on the router locally – would then be required to gain access.

The diagram below illustrates the OOB topology and user authentication and authorization sequence.

Out-of-Band Topology/Sequence





Out of Band Connection Process

1. User Dials Modem
2. User connects to OOB modem and is prompted for a modem password. This password is locally configured in the modem.
3. *For sites with multiple routers only.* The user is passed through to a Code-Activated-Switch (CAS) that allow access to multiple devices. The user enters a control code to designate which device to connect to.

If the router has connectivity to the TACACS server; go to Step 4A

If the router does not have connectivity to the TACACS server; go to Step 4B

4A. The user passes to the console port of the router and is prompted for their individual TACACS userID/pass. This is the same prompt the user would receive if they SSH'd in-band to the router. If authorized, the user gains access to the router. If the user chooses to enter 'enable' mode they will be prompted for a separate 'enable' password – which is also authorized by the TACACS server.

4B. The user passes to the console port of the router and is prompted for the password of last report. If authorized, the user gains access to the router. If the user chooses to enter 'enable' mode they will be prompted for a separate 'enable' password of last resort.

Hardware Approach

Given the current WAN hardware inventory, the manufacturers End-of-Support (EoS) timelines and proposed transformation schedule; AT&T's managed WAN solution will include the latest generation of hardware for all sites.

Edge router hardware will be selected based on the proposed bandwidth at each location and is summarized below:

RouterModel	Intended Usage/Bandwidth
Cisco 891	IP-VPN (Class 4) Edge locations
Cisco 2921	Edge Sites (Non IP-VPN): Up to 50MB
Cisco 3945E	Edge Sites (Non IP-VPN): 51MB thru 100MB



Cisco ASR1002X	Datacenter Distribution Router
Cisco ASR1006	Datacenter Core Router

The datacenter hardware will be comprised of Cisco ASR1002Xs (six per datacenter) for the WAN circuit access termination and SA termination. These will all be interconnected via with a single ASR1006 (per datacenter) at the core.

As noted in the descriptions above, both Class 1 and Class 2 sites will require an AT&T managed Uninterruptable Power Source (UPS). An APC UPS (Model APCSUA3000) will be used at these sites, which includes the required network monitoring modules.

Client Device Access

TACACS - Authentication, Authorization and Accounting

AT&T will provide user (including State users) Authentication, Authorization and Accounting (AAA) for each of the managed routers. This will be accomplished by means of geographically diverse TACACS+ servers.

AT&T will provide six individual read-only TACACS IDs to State authorized users. This access will allow for Cisco-defined Privilege Level 1 commands via SSH plus extended ping, extended traceroute, and show tech-support commands.

An access-list is required on each AT&T managed device to permit up to two State host IP addresses from which a SSH session can originate on the LAN segment. Alternatively, the State may utilize a “jump server” as a target for all SSH sessions. The jump server would be a State owned and managed server or router configured with the IP address that can access the AT&T managed routers. The interface associated with this jump server will source the SSH session and will be defined in the access-list configured on the vty ports of each AT&T managed device. This access-list prohibits any IP addresses/subnets from accessing AT&T managed devices other than from the State’s host IP addresses and AT&T management subnets. DHCP (i.e., dynamic address allocation) is not permitted with this SSH access, given the need for static addressing in order to lock down on the client host IP addresses or jump server address.

SNMP

AT&T will supply the State with a single Simple Network Management Protocol (SNMP), Version2 or Version3, read-only community string that complies with AT&T Security Policy Requirements (ASPR). The following also applies:



- AT&T will provide the customer with a distinct SNMP read-only community string so that the State can access select device Management Information Base (MIBs) via a State owned and provided network management system(s).
- The ability to query the AT&T managed devices will be access-list protected so that only pre-determined State network management system(s) will have the ability to access this information.
- The State must provide the IP address(es) of up to 2 network management systems that will be configured for the SNMP read only access.
- Note that client receipt of asynchronous SNMP traps or SYSLOG data is not currently supported for any AT&T Offer.

Performance Reports

AT&T WAN solution will include performance reporting generated using ManageEngine's Netflow Analyzer and Alcatel/Lucent's VitalNet toolsets. The Netflow Analyzer will be based on Cisco's Netflow data and will therefore provide flow based performance reports, including top talkers and circuit utilization. VitalNet will use Simple Network Management Protocol (SNMP) and Internet Control Message Protocol (ICMP) to collect reporting data and will provide the non-flow based performance reports, such as router CPU utilization and IP-SLA statistics.

ManageEngine / Netflow Analyzer

The existing ManageEngine Netflow Analyzer will be upgraded to a platform that will consist of eight servers, including:

- Six servers will be configured as flow traffic statistics collectors
- One server will be configured as the central reporter with web access
- The Web access portal will be used by both AT&T & selected State personnel
- Multiple levels of access is supported by user profile
- The remaining server will serve as a hardware back-up server for the other 7 servers
- Intel server hardware running Microsoft Server 2012



The ManageEngine netflow system uses standard netflow version 5 or 9 formatted flow information. It also utilizes Cisco's NBAR to identify and report on non port specific applications like Skype and others. It has an intuitive dashboard view where the overall health including top utilized links, highest error rate, top conversations, etc. can be quickly and easily assessed. It has a user friendly GUI interface and nearly all of the dashboard displayed info is a hotlink to more in-depth detailed analysis. The netflow tool is a valuable tool in providing the following capabilities:

- **Gain in-depth information on network traffic composition**
Know what the network traffic is comprised of through reports on top applications, hosts, protocols, DSCP etc. for every link and for any configurable IP based group. You can analyze the network traffic over multi-vendor routers and switches.
- **Use advanced application recognition**
NetFlow ability to map applications by combining IP Address, Port and Protocol enables you to know in detail about applications using the network bandwidth. Further, you can also identify applications (e.g. Skype) that use dynamic ports using Cisco's Network Based Application Recognition (NBAR) and ensure that these do not consume huge bandwidth.
- **Troubleshoot bandwidth problems**
NetFlow supports custom application mapping which helps you extract accurate network traffic utilization reports. You can know exactly what applications have been using bandwidth and for how long, you can also further drill-down to see the top hosts using those applications. In case of worms, virus or Denial-of-Service (DoS) attacks, the NetFlow plug-in facilitates quick problem isolation and resolution to bring down your Mean Time To Resolve.
- **Validate network QoS policies**
The Cisco CBQoS add-on helps you qualify the QoS policies set on the router and ensure that the right type of traffic gets priority in the network. By studying the traffic composition at pre-policy and post-policy together with the resultant dropped traffic, you can easily judge effectiveness of the implemented QoS policy
- **Make important capacity planning decisions**
NetFlow allows you to create custom reports to analyze bandwidth usage trends in detail e.g. bandwidth used by a specific host/ network accessing an application during a particular week. By creating IP address based departments / divisions and filtering based on applications and interfaces, you also get critical inputs for enterprise bandwidth capacity planning.



VitalNet

VitalNet is a powerful tool for proactive network monitoring, reporting, planning, and exception tracking. VitalNet will monitor and provide network utilization, congestion, and statistics gathered from SNMP agents and ICMP echoes (ping).

VitalNet's reports will include exception and threshold data. Exception reports show over utilized and underutilized resources, while threshold reports provide information on resources exceeding a predefined threshold.

Standard Reports include, but are not limited to:

- Peak and average Network Utilization
- Router and Server processor utilization
- WAN errors and discards
- Device availability and response time
- WAN Port Utilization Reports
- Situations to Watch Reports
- Packet Discards by Geography
- Forecasting Report
- Network Latency (congestion)

AT&T VPN Business Service Guide as of October 8, 2014.

SLA-1. General SLA Terms

Section Effective Date: 14-Mar-2013

AT&T has established performance objectives for the Service. While AT&T does not guarantee performance objectives, AT&T will provide credits to an eligible Customer when a performance objective is not met. If a SLA states that a Customer is eligible for a SLA credit, this means that the Customer is eligible subject to the terms, definitions and any exclusions or limitations stated herein.

SLA-1.1. Definitions

Section Effective Date: 28-Apr-2014

Covered Service Monthly Charges means:

- the monthly charges for an affected MPLS Port at the Customer Site,
- the monthly charges for MPLS DSL Access Connections and MPLS DSL Ports (where expressly made applicable in an AT&T VPN SLA description) at an affected Customer Site, and
- the monthly charges for Optional Features associated with the MPLS Port at an impacted Customer Site, including charges for affected features such as Class of Service, Managed Router, or Managed CSU-Probe, but excludes Virtual Network Internet Connection charges.

“Regions” for purposes of the SLAs means the countries listed in the SLA Regions and Country Table.

“Groups” for purposes of the SLAs means the countries listed in the Group and Country Table.

“Qualifying Pair” means two Sites selected by the Customer and accepted by AT&T for the purpose of measuring compliance with Managed Router MPLS Site-to-MPLS Site performance obligations for latency, data delivery, and jitter between the selected pair of Sites. To be considered a Qualifying Pair, Customer must order and install the Managed Router Feature at each Site in the Qualifying Pair (a Lite Managed Router Site does not qualify). Sites designated as a Qualifying Pair are not eligible for MPLS Transport MPLS Port Data Delivery, MPLS Transport MPLS Port-to-MPLS Port Latency, Managed CSU-Probe MPLS Site-to-MPLS Site Latency, or Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLAs.

“Transport” when used in reference to a Service Level Agreement refers to a Site not supported by the Managed CSU-Probe Feature or the Managed Router Feature.

SLA-1.1.1. SLA Region and Country Table

Section Effective Date: 26-Jun-2014

SLA Region and Country Table	
Region	Countries*
United States (US)	US

SLA Region and Country Table	
Region	Countries*
Europe	Albania, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Ireland, Italy, Kazakhstan, Latvia, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Russia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tajikistan, Turkey, Ukraine, United Kingdom
EMEA	Afghanistan, Albania, Algeria, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Botswana, Bulgaria, Burkina-Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Croatia, Cyprus, Czech Republic, Democratic Republic of Congo, Denmark, Djibouti, Egypt, Estonia, Ethiopia, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Greece, Guinea, Guinea-Bissau, Hungary, Iraq, Ireland, Israel, Italy, Ivory Coast, Jordan, Kazakhstan, Kenya, Kyrgyzstan, Kuwait, Latvia, Lebanon, Lesotho, Liberia, Libya, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Montenegro, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Norway, Oman, Pakistan, Poland, Portugal, Qatar, Reunion, Romania, Russia, Rwanda, Saudi Arabia, Senegal, Serbia, Sierra Leone, Slovakia, Slovenia, South Africa, Spain, Swaziland, Sweden, Switzerland, Tajikistan, Togo, Tunisia, Turkey, Uganda, Ukraine, United Arab Emirates, United Kingdom, United Republic of Tanzania, Uzbekistan, Zambia and Zimbabwe
Asia Pacific	American Samoa, Australia, Bangladesh, Bhutan, Brunei, Cambodia, China, Cook Islands, Fiji, French Polynesia, Guam, Hong Kong, India, Indonesia, Japan, Kiribati, Laos, Macau, Malaysia, Maldives, Mongolia, Nauru, Nepal, New Caledonia**, New Zealand, Niue, Myanmar, Papua New Guinea, Philippines, Samoa, Solomon Islands, South Korea, Singapore, Sri Lanka, Taiwan, Thailand, Timor Leste, Tonga, Tuvalu, Vanuatu, Vietnam
Canada	Canada
Caribbean and Latin American (CALA)	Anguilla, Antigua and Barbuda, Argentina, Aruba, Bahamas, Barbados, Belize, Bermuda, Bolivia, Brazil, British Virgin Islands, Cayman Islands, Chile, Colombia, Costa Rica, Curacao (Netherlands Antilles), Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guadeloupe, Guatemala, Haiti, Honduras, Jamaica, Martinique, Mexico, Montserrat, Nicaragua, Panama, Paraguay, Peru, St. Kitts and Nevis, St. Lucia, St Martin (St. Maarten), Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago, Turks and Caicos, Uruguay, Venezuela
Notes	
*	Service may not currently be available in all countries listed.
**	As of July 23, 2014, service to New Caledonia will no longer be available.

Cross References

[SD-1.1. Geographic Availability](#)

SLA-1.1.2. SLA Eligibility Table

Section Effective Date: 01-May-2014

Customer eligibility for Service Level Agreements shall be determined by the Service Component type, Management Option, and in some cases the type of access for a Site as described in the SLA Eligibility Tables.

SLA Eligibility Table			
Table 1			
Eligibility for On Time Provisioning, Site Availability/ Time to Restore and Network SLAs			
SLA	Site Management Option		
	Transport	Managed CSU-Probe	Managed Router
On Time Provisioning – New Starts	Yes	Yes	Yes
On Time Provisioning - Moves, Adds, Changes Physical	Yes	Yes	Yes
On Time Provisioning - Moves, Adds, Changes Logical	No	No	No
Site Availability / Time to Restore	Yes	Yes	Yes
Network Latency, Network Data Delivery, Network Jitter	Yes	Yes	Yes

SLA Eligibility Table				
Table 2				
Eligibility for MPLS Port-to-MPLS-Port, MPLS Site-to-MPLS Site SLAs				
Site 1 – Management Option	Site 2 – Management Option			
	Transport or Lite Managed Router	Managed CSU-Probe	Managed Router	Managed Router and Managed CSU-Probe*
Transport or Lite Managed Router	Port to Port	Port to Port	Port to Port	Port to Port
Managed CSU-Probe	Port to Port	Managed CSU-Probe Site to Site	Port to Port	Managed CSU-Probe Site to Site

SLA Eligibility Table				
Table 2				
Eligibility for MPLS Port-to-MPLS-Port, MPLS Site-to-MPLS Site SLAs				
Site 1 – Management Option	Site 2 – Management Option			
	Transport or Lite Managed Router	Managed CSU-Probe	Managed Router	Managed Router and Managed CSU-Probe*
Managed Router	Port to Port	Port to Port	Managed Router Site to Site	Managed Router Site to Site
Managed Router and Managed CSU-Probe	Port to Port	Managed CSU-Probe Site to Site	Managed Router Site to Site	Managed Router Site to Site
<p>Definitions and Notes:</p> <p>“Port to Port” means the Transport MPLS Port-to-MPLS Port Latency and Transport -MPLS Port Data Delivery SLAs are applicable to both Site 1 and Site 2.</p> <p>“Managed CSU-Probe Site to Site” means Managed CSU-Probe MPLS Site-to-MPLS Site Latency and MPLS Site-to-MPLS Site Data Delivery SLAs applicable to both Site 1 and Site 2.</p> <p>“Managed Router Site to Site” means MPLS Site-to-MPLS Site Latency, MPLS Site-to-MPLS Site Data Delivery and MPLS Site-to-MPLS Site Jitter SLAs applicable to Site 1 and Site 2 (if Site 1 and Site 2 are a Qualified Pair).</p> <p>*Managed CSU-Probe MPLS Site-to-MPLS Site Latency and Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLAs do not apply to Managed CSU-Probe Sites or Site pairs not included in the single applicable VPN designated by Customer for such SLAs.</p>				

SLA Eligibility Table			
Table 3			
MPLS Port-to-MPLS-Port, MPLS Site-to-MPLS Site SLA Applicability Table For Extended Reach Access			
Applicability of SLA to Site using Access Method Shown	Cross Border Ethernet, International Long Line Extension, Dedicated Satellite Extension, and DSL	Network to Network Interconnection (NNI)	
	All countries	Brazil, Costa Rica, Denmark, Dominican Republic, El Salvador, Finland, Guatemala, Honduras, Mexico¹, Nicaragua, Norway, and Sweden	All other NNI countries
Transport MPLS Port-to-MPLS Port Latency	No	Yes	No

SLA Eligibility Table			
Table 3			
MPLS Port-to-MPLS-Port, MPLS Site-to-MPLS Site SLA			
Applicability Table For Extended Reach Access			
Applicability of SLA to Site using Access Method Shown	Cross Border Ethernet, International Long Line Extension, Dedicated Satellite Extension, and DSL	Network to Network Interconnection (NNI)	
	All countries	Brazil, Costa Rica, Denmark, Dominican Republic, El Salvador, Finland, Guatemala, Honduras, Mexico¹, Nicaragua, Norway, and Sweden	All other NNI countries
Transport MPLS Port Data Delivery	No	No	No
Managed CSU Probe MPLS Site-to-MPLS Site Latency	No	Yes	No
Managed CSU Probe MPLS Site-to-MPLS Site Data Delivery	No	Yes	No
Managed Router MPLS Site-to-MPLS Site Latency	No	Yes	No
Managed Router MPLS Site-to-MPLS Site Data Delivery	No	Yes	No
Managed Router MPLS Site-to-MPLS Site Jitter	No	Yes	No
Notes:			
¹ For Site pairs in Mexico where one site connects through the NNI and one site connects directly to the AT&T Global Network, the Transport MPLS Port-to-MPLS Port Latency, Managed CSU Probe MPLS Site-to-MPLS Site (Latency and Data Delivery) and Managed Router MPLS Site-to-MPLS Site (Latency, Data Delivery, Jitter) SLAs do not apply			

SLA-1.1.3. SLA Exclusions and Limitations

Section Effective Date: 19-Sep-2014

AT&T is not responsible for failure to meet an SLA resulting from:

- negligent conduct or misuse by Customer or users of the Service;
- failure or deficient performance of power, equipment, inside wiring, services or systems not provided by AT&T;

- at sites supported by Managed CPE, failure of (including failure by Customer to order, provision or support) the dedicated analog line connected to the Managed CPE for out-of-band management and testing. However this exclusion does not apply to Latency, Data Delivery, or Jitter SLAs during periods when both sites in the site pair are available and meet the requirements in the General SLA Terms;
- At sites where customer has chosen Customer Self-Installation Option, delays in provisioning due to CPE equipment not being assembled on time or correctly by the applicable Due Date;
- Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair;
- service interruptions, deficiencies, degradations or delays:
 - due to access lines or CPE not provided by AT&T;
 - due to use of the NetFlow Feature on the AT&T VPN Managed Router;
 - during any period in which AT&T or its agents are not provided access to the premises where access lines associated with the Service are terminated or AT&T CPE is located;
 - during any period when a Service Component is removed from service by AT&T for maintenance or upgrade of the Service or a Service Component during a scheduled maintenance window or upon prior notice by AT&T,
 - during any period when a Service Component is removed from service by AT&T for replacement, rearrangement, or for the implementation of a Customer order;
 - during any period when AT&T is unable to investigate and/or repair a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country where Customer reports the trouble; or
 - at sites supported by Lite Managed Router, during the period from determination that a hardware replacement is needed until the time customer has replaced the part(s) and notified AT&T device is ready for the configuration.
- Force Majeure conditions.

SLAs do not apply if Customer and AT&T agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.

For all SLA claims, if the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer Site, Customer is eligible to receive a credit under only one SLA. Additionally, Customer may receive:

- Only one credit in any calendar month for a failure by AT&T to meet any of the Network Latency, Network Data Delivery and Network Jitter SLAs applicable in or between a Region;
- Credits for an affected Customer Site in a given month totaling no more than the total Covered Service Monthly Charges for the Site that month.

Cross References

[SLA-1. General SLA Terms](#)

SLA-1.4. Validation of Managed Router MPLS Site-to-MPLS Site Latency, MPLS Site-to-MPLS Site Data Delivery, and MPLS Site-to-MPLS Site Jitter SLA Claims

Section Effective Date: 14-Mar-2013

Validation of the first three (3) MPLS Site-to-MPLS Site Latency, the first three (3) MPLS Site-to-MPLS Site Data Delivery, or the first three (3) MPLS Site-to-MPLS Site Jitter SLA claim requests for the same Qualifying Pair during a six (6) month rolling period will be based on the average monthly performance metrics reported in the "Average" column of the Customer's Site to Site reports. Beginning with the fourth MPLS Site-to-MPLS Site Latency, or the fourth MPLS Site-to-MPLS Site Data Delivery, or the fourth MPLS Site-to-MPLS Site Jitter SLA claim request for the same Qualified Pair in a rolling six (6) month period, AT&T will base validation of these claims on the monthly metrics published in the "Adjusted" column in these reports.

The metrics published in the Customer's Site to Site reports in the "Average" column reflect all MPLS Port utilization measured during a month. The metrics published in the Customer's Site to Site reports in the "Adjusted" column eliminate measurements taken during periods of Port utilization at excess levels, which can impact Latency, Data Delivery and Jitter measurements. For MPLS Port sizes less than 512k, utilization above 50% will be eliminated from reported results. For MPLS Port sizes 512k and greater, utilization levels above 70% will be eliminated from reported results.

Currently subscribed Customers may access the metrics at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

SLA-1.1.5. Claims Process

Section Effective Date: 19-Sep-2014

In order for a Customer to be eligible to receive a credit under a SLA:

- The credit request must be submitted by the end of the month following the month in which the provisioning was completed or the performance objective failure occurred.
- A trouble ticket must be opened with respect to the trouble or service deficiency causing AT&T to miss a performance objective; except that trouble tickets need not be opened for Customer to be eligible for SLA credits under Network Latency, Network Data Delivery, and Network Jitter SLAs, and On-Time Provisioning SLAs. Customer is required to open a trouble ticket in order to be eligible for SLA credits for the:
 - MPLS Port Data Delivery SLA;
 - MPLS Port -to-MPLS Port Latency SLA;
 - Managed Router and or Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA;
 - Managed Router and or Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA;
 - Managed Router MPLS Site-to-MPLS Site Jitter SLA; and
 - Site Availability/Time to Restore (Trouble tickets related to Site Availability/Time to Restore service deficiencies will be opened by AT&T at Sites where Customer has ordered the Managed Router and or Managed CSU-Probe Feature).

Customer must submit a credit request in writing to the AT&T SLA Administration Center via AT&T Business Direct®. Each request for a credit must include the AT&T eMaintenance ticket number(s) or the On-Time Provisioning order number. For Network SLAs, no trouble ticket number is required.

SLA-1.1.6. Use of Alternate Service

Section Effective Date: 14-Apr-2008

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. On-Time Provisioning SLA

Section Effective Date: 26-Nov-2013

The performance objective for the On-Time Provisioning SLA is to complete installation of new Service at a Site, including AT&T-provided access lines, by the applicable Due Date. If AT&T does not meet this performance objective, Customer is eligible to:

- Receive a credit equal to one month of the discounted Covered Monthly Charges for the Site that was not installed on time.

The On-Time Provisioning SLA also applies to Customer change orders. Customer shall receive a credit of 50% of the Non-Recurring charges for Ports, PVCs, COS Packages, DSL or CIR changes.

For Service with Managed Router, the On-Time Provisioning SLA applies to the following physical MACDs:

- Moves
- Add the Managed Router feature to existing Service
- Add router cards to router
- Resiliency
- Disconnect router or router/port

For Service with Managed CSU-Probe, On-Time Provisioning SLA applies to the following physical MACDs:

- Add Managed CSU-Probe to a Site.
- Disconnect managed CSU-Probe from a Site.

The performance objective is to complete the above-listed physical MACDs by the applicable Due Date. If AT&T does not meet this performance objective, Customer is eligible to receive a credit equal to 50% of the one-time charge for the physical MACD.

If AT&T agrees to expedite an order for a Service Component, the On-Time Provisioning SLA applies to the original Due Date provided by AT&T, not the expedited date.

Cross References

[SD-8.2. Due Date of an Order](#)

SLA-3. Latency

Section Effective Date: 14-Mar-2013

AT&T provides Latency SLAs for Network Latency, MPLS Port-to-MPLS Port Latency, and MPLS Managed Router and Managed CSU-Probe MPLS Site-to-MPLS Site Latency.

SLA-3 Network Latency SLA

Section Effective Date: 14-Mar-2013

The performance objectives for the Network Latency SLA are for the Network Latency within Regions to be no greater than the latencies set forth in the Network Latency Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for an Network Latency SLA credit equal to 1/30th of Customer's total discounted Covered Monthly Charges for Sites in the affected Region, or, if measured between Regions, for Sites in each Region or country that is part of the Region, for that month. If the measurement is between one Region to a portion of another Region (e.g., Asia Pacific to US West Coast) and AT&T does not meet the performance objective, the SLA credit shall be applicable to all Sites in each country of the Region (e.g., Customer's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

" Network Latency" is a monthly measure of the AT&T network-wide delay within the Region, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between selected pairs of AT&T Network Nodes within the Region. Specifically, the time it takes test packets to travel from one AT&T Network Node in a pair to another and back is measured for selected pairs of AT&T Network Nodes in the Region over the month. Latency for the month is the average of these measurements. The actual Network SLA results can be viewed at the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T Global Performance Reports.

SLA-3.2. Network Latency Performance Objectives Table

Section Effective Date: 14-Mar-2013

Network Latency Performance Objectives Table	
Region	Performance Objectives
United States*	37 ms
Canada	40 ms
CALA	135 ms
EMEA	35 ms
Europe	22 ms
Asia Pacific	80 ms
Between Regions	
Asia Pacific to US West Coast	150 ms
Asia Pacific to Europe	245 ms
Europe to US East Coast	90 ms
Europe to US West Coast	160 ms
United States* to Canada	25 ms
United States* to CALA	110 ms

*Measurements for the US Region include Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Alaska, Hawaii, Puerto Rico and the Virgin Islands).

SLA-3.3. Transport and Lite Managed Router MPLS Port-to-MPLS Port Latency SLA

Section Effective Date: 16-Dec-2013

The performance objectives for the MPLS Port-to-MPLS Port Latency SLA are for the MPLS Port-to-MPLS Port Latency to be no more than the latencies set forth in the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

If Customer reports that an MPLS Port pair does not meet the performance objective, AT&T's testing verifies that the MPLS Port pair does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, Customer is eligible for an MPLS Port-to-MPLS Port Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites.

"MPLS Port-to-MPLS Port Latency" is the interval of time it takes for a test packet to travel from the ingress MPLS Port to the egress MPLS Port and back again, measured when the MPLS Ports are not being used to transmit any other data.

MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports are not eligible for the MPLS Port-to-MPLS Port Latency SLA.

SLA-3.4. Managed Router MPLS Site-to-MPLS Site Latency SLA

Section Effective Date: 14-Mar-2013

The Managed Router MPLS Site-to-MPLS Site Latency SLA is available only for a Qualifying Pair. The performance objectives is for the Managed Router MPLS Site-to-MPLS Site Latency average for a month to be no more than the performance objective stated for the Sites in the Qualifying Pair as found at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

Managed Router MPLS Site-to-MPLS Site Latency SLA is measured from the managed router at one Site to the managed router at the other Site in a Qualifying Pair for each class of service to which the Customer subscribes. Customers who subscribe to 4CoS are eligible for AT&T Managed Router VPN MPLS Site-to-MPLS Site Latency SLAs on Port speeds equal to 56k and greater for CoS1, CoS2, and CoS3. Customer who subscribe to 6CoS are eligible for Managed Router MPLS Site-to-MPLS Site Latency SLAs on Port speeds equal to T1/E1 and higher for CoS1, CoS2v, CoS2, CoS3 and CoS5. In order to qualify for a Managed Router MPLS Site-to-MPLS Site Latency SLA on CoS5, Customer will need to allocate a minimum of 5% bandwidth to CoS5. Managed Router MPLS Site-to-MPLS Site Latency SLA does not apply to CoS4. The monthly average Managed Router MPLS Site-to-MPLS Site Latency performance for each Qualifying Pair is compared with the Managed Router MPLS Site-to-MPLS Site Latency performance objective to determine if a Qualifying Pair meets the SLA. Managed Router MPLS Site-to-MPLS Site Latency performance objectives are subject to change if the bandwidth changes at AT&T CPE at either Qualifying Site in the Qualifying Pair.

If a Customer reports that a Qualifying Pair does not meet the Managed Router MPLS Site-to-MPLS Site Latency performance objective, and AT&T verifies the claim, the Customer is eligible for a Managed Router MPLS Site-to-MPLS Site Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites in the Qualifying Pair.

SLA-3.5. Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA

Section Effective Date: 14-Mar-2013

The Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA applies to Managed CSU-Probe Sites in a single Customer-designed VPN. "Managed CSU-Probe MPLS Site-to-MPLS Site Latency" is the interval of time it takes for a test packet to travel from the ingress MPLS CSU to the egress MPLS CSU and back again, measured when the MPLS CSUs are not being used to transmit any other data. The performance objective for the Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA may be found at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

When the Unilink feature is used by Customer to configure multiple VPNs, the Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA applies only when both Sites being measured are part of the same Customer-designated VPN.

If Customer reports that a CSU-Probe-MPLS Site pair does not meet the performance objective, AT&T's testing verifies that the CSU-Probe-MPLS Site pair does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, Customer is eligible for a Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected MPLS Sites.

Managed CSU-Probe MPLS Site-to-MPLS Site reports are not used for measurement or validation of Managed CSU-Probe MPLS Site-to-MPLS Site Latency.

SLA-4. Data Delivery

Section Effective Date: 14-Mar-2013

AT&T provides Data Delivery (Packet Loss) SLAs for Network Data Delivery, MPLS Port Data Delivery, and Managed Router and Managed CSU-Probe-MPLS Site-to-MPLS Site Data Delivery.

SLA-4.1. Network Data Delivery SLA

Section Effective Date: 14-Mar-2013

The performance objectives for the Network Data Delivery SLA are for the Network Data Delivery percentages within and between Regions to be no less than those set forth in the Network Data Delivery Performance Objectives Table.

If AT&T does not meet this performance objective in a given calendar month, Customer is eligible for an Network Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered Monthly Charges for the Sites in the affected Region, or, if measured between Regions, for Sites in each Region or country that is part of the Region, for that month. If the measurement is between one Region to a portion of another Region (e.g., Asia Pacific to US West Coast) and AT&T does not meet the performance objective, the SLA credit shall be applicable to all Sites in each country of the Region (e.g., Customer's US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

The "Network Data Delivery Percentage" for a Region is the average Data Delivery percentage for that month for all selected pairs of AT&T Network Nodes in the Region calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Node in a Region for delivery to an egress router at another specific AT&T Network Node in the Region.

"Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Node in the Region. The actual Network SLA results can be viewed at the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T Global Performance Reports.

SLA-4.2. Network Data Delivery Performance Objectives Table

Section Effective Date: 14-Mar-2013

Network Data Delivery Performance Objectives Table	
Within Region	Performance Objective
United States*	99.95%
Canada	99.90%
CALA	99.90%
Europe	99.90%
EMEA	99.90%
Asia Pacific	99.90%
Between Regions	
Asia Pacific to US West Coast	99.90%
Asia Pacific to Europe	99.90%
Europe to US East Coast	99.90%
Europe to US West Coast	99.90%
United States* to Canada	99.90%
United States* to CALA	99.90%

*Measurements for the US Region include Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Alaska, Hawaii, Puerto Rico and the Virgin Islands).

SLA-4.3. Transport and Lite Managed Router MPLS Port Data Delivery SLA

Section Effective Date: 16-Dec-2013

The performance objective for the Transport MPLS Port Data Delivery SLA is for the MPLS Port Data Delivery percentage for Customer's VPN to be no less than 99.9%. If Customer reports that MPLS Port Data Delivery does not meet the performance objective, AT&T's testing verifies that AT&T does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, Customer is eligible for a MPLS Port Data Delivery SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for two of the affected Sites.

The MPLS Port Data Delivery percentage is calculated by dividing Data Received by Data Delivered during AT&T's testing and multiplying the result by 100.

"Data Delivered" is the total number of packets of data transmitted to all MPLS Ports in Customer's VPN.

“Data Received” is the total number of packets of data received by all MPLS Ports in Customer’s VPN.

SLA-4.4. Managed Router MPLS Site-to-MPLS Site Data Delivery SLA

Section Effective Date: 14-Mar-2013

The Managed Router MPLS Site-to-MPLS Site Data Delivery SLA is available only for a Qualifying Pair. The performance objective for the Managed Router MPLS Site-to-MPLS Site Data Delivery SLA is for the Managed Router MPLS Site-to-MPLS Site Data Delivery Percentage for a month to be no less than objective established for the country in which the Site is located. Specific country objectives may be found at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

Managed Router MPLS Site-to-MPLS Site Data Delivery SLA is measured from the managed router at one Site to the managed router at the other Site in the Qualifying Pair for each class of service. Customers who subscribe to 4CoS are eligible for Managed Router MPLS Site-to-MPLS Site Data Delivery SLAs on Port speeds equal to 56k and higher for CoS1, CoS2 and CoS3. Customers who subscribe to 6CoS are eligible for Managed Router MPLS Site-to-MPLS Site Data Delivery SLAs on Port speeds equal to T1/E1 and higher on CoS1, CoS2v, CoS2, CoS3 and CoS5. In order to qualify for an Managed Router MPLS Site-to-MPLS Site Data Delivery SLA on CoS5, Customer will need to allocate a minimum of 5% bandwidth to CoS5. Managed Router MPLS Site-to-MPLS Site Data Delivery SLA does not apply to CoS4.

The Managed Router MPLS Site-to-MPLS Site Data Delivery Percentage is the average Data Delivery Percentage for that month for a Qualifying Pair calculated by dividing Data Received by Data Delivered segregated by COS, and multiplying by 100.

- “Data Delivered” is the number of test packets of data delivered in a monthly by AT&T to an ingress router at one Qualifying Site for delivery to an egress router at the other Qualifying Site in the Qualifying Pair.
- “Data Received” is the number of such test packets of data that are actually received by the egress router at the Qualifying Site in the Qualifying Pair.

The Managed Router MPLS Site-to-MPLS Site Data Delivery Percentage for each Qualifying Pair is compared with the performance objective for each CoS ordered to determine if a Qualifying Pair meets the performance objective.

If Customer reports that AT&T did not meet the Managed Router MPLS Site-to-MPLS Site Data Delivery SLA for a Qualifying Pair during a month and AT&T verifies the claim, the Customer is eligible for the Managed Router MPLS Site-to-MPLS Site Data Delivery SLA credit in an amount equal to 10% of Customer’s discounted Covered Monthly Charges for the affected Sites in the Qualifying Pair.

SLA-4.5. Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA

Section Effective Date: 14-Mar-2013

The performance objective for the Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA is for Data Delivery during a test to be at least 99.8%. Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery is measured from the Managed CSU-Probe at one Site to the Managed CSU-Probe at the other Site.

Data Delivery is calculated by dividing Data Received by Data Delivered during a test and multiplying by 100.

- “Data Delivered” is the number of test packets of data delivered by AT&T to an ingress Managed CSU-Probe for delivery to another egress Managed CSU-Probe.
- “Data Received” is the number of test packets of data that are actually received by the egress Managed CSU-Probe.

When the Unilink feature is used by Customer to configure multiple VPNs, the Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA applies only when both Sites being measured are part of the same Customer-designated VPN.

If Customer reports that Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery does not meet the performance objective, AT&T’s testing verifies that AT&T does not meet the performance objective and AT&T fails to remedy the problem within thirty (30) calendar days, Customer is eligible for a Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA credit in an amount equal to 10% of Customer’s discounted Covered Monthly Charges for the two affected Sites.

Managed CSU-Probe MPLS Site-to-MPLS Site reports are not used for measurement or validation of Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery.

SLA-5. Jitter

Section Effective Date: 14-Mar-2013

AT&T provides Jitter SLAs for Network Jitter and Managed Router MPLS Site-to-MPLS Site Jitter.

SLA-5.1. Network Jitter SLA

Section Effective Date: 14-Mar-2013

The performance objective for the Network Jitter SLA is for Network Jitter in a given month to be no more than the jitter set forth in the Network Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Customer is eligible for an Network Jitter SLA credit equal to 1/30th of Customer’s total discounted Covered Monthly Charges for the Sites in the affected Region, or, if measured between Regions, for Sites in each Region or country that is part of the Region, for that month. If the measurement is between one Region to a portion of another Region (e.g., Asia Pacific to US West Coast) and AT&T does not meet the performance objective, the SLA credit shall be applicable to all Sites in each country of the Region (e.g., Customer’s US East Coast Sites would be eligible for an SLA Credit if the Asia Pacific to US West performance objective is not met).

“Network Jitter” is a monthly measure of the AT&T Network-wide IP packet delay variation within the applicable Region, which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between pairs of AT&T Network Nodes in the Region. Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Node in a pair to another is measured for selected pairs of AT&T Network Nodes in the Region over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time to travel from one AT&T Network Node in a pair to another. VPN Network Jitter for the month is the average of these measurements. The actual Network SLA results can be viewed at the AT&T BusinessDirect® web portal at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the AT&T Global Performance Reports.

SLA-5.2. Network Jitter Performance Objectives Table

Section Effective Date: 14-Mar-2013

Network Jitter Performance Objectives Table	
Region	Performance Objectives
United States*	1.0 ms
Canada	1.2 ms
CALA	1.2 ms
EMEA	1.2 ms
Europe	1.2 ms
Asia Pacific	1.2 ms
Between Regions	
Asia Pacific to US West Coast	1.2 ms
Asia Pacific to Europe	1.2 ms
Europe to US East Coast	1.2 ms
Europe to US West Coast	1.2 ms
United States* to Canada	1.2 ms
United States* to CALA	1.2 ms

*Measurements for the US Region include Sites located within the US Mainland only but will be used to determine credits for US Sites generally (including Alaska, Hawaii, Puerto Rico and the Virgin Islands).

SLA-5.3. Managed Router MPLS Site-to-MPLS Site Jitter SLA

Section Effective Date: 14-Mar-2013

The Managed Router MPLS Site-to-MPLS Site Jitter SLA is available only to a Qualifying Pair. The performance objective is for the Managed Router MPLS Site-to-MPLS Site Jitter average for a month to be no more than the performance objective stated for both Site in the Qualifying Pair as found at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

Managed Router MPLS Site-to-MPLS Site Jitter refers to the variation in packet transit delay between Qualifying Sites in a Qualifying Pair and is measured one way from the managed router at one Site to the managed router at the other Site in a Qualifying Pair. The Managed Router MPLS Site-to-MPLS Site Jitter SLA is available to Customers who subscribe to 4CoS for CoS1 only on Ports at speeds of 768k and higher. Managed Router MPLS Site-to-MPLS Site Jitter SLA is available to Customers who subscribe to 6CoS for CoS1 and CoS2V on Ports at speeds of T1/E1 and higher. The performance objectives are subject to change if the bandwidth changes at either customer edge router in the Qualifying Pair.

The monthly average Managed Router MPLS Site-to-MPLS Site Jitter performance for each Qualifying Pair is compared with the one way Managed Router MPLS Site-to-MPLS Site Jitter performance objective to determine if a Qualifying Pair meets the SLA.

If Customer reports that AT&T did not meet the Managed Router MPLS Site-to-MPLS Site Jitter performance objective for a Qualifying Pair and AT&T verifies the claim, Customer is eligible for

the Managed Router MPLS Site-to-MPLS Site Jitter SLA credit in an amount equal to 10% of Customer's discounted Covered Monthly Charges for the affected Sites in the Qualifying Pair.

SLA-6. Site Availability/Time to Restore SLA

Section Effective Date: 25-Mar-2014

The performance objective for the Site Availability/Time to Restore SLA is for the AT&T VPN Site Availability to be 100%. Sites with MPLS DSL Access Connections, MPLS ADSL Line Shared Connections and MPLS DSL Ports also qualify for the Site Availability/Time to Restore SLA using the DSL credit schedule specified below. If AT&T does not meet this performance objective, Customer is eligible for a Site Availability/Time to Restore SLA credit for each Outage equal to the Customer's total discounted Covered Monthly Charges for the affected MPLS Port, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the Site Availability/Time to Restore SLA Credit Table in accordance with to the Country Groups shown in the Site Availability/Time To Restore SLA Country Group Table. Sites where Customer has ordered the Managed Router Feature (including Lite Managed Router) may be eligible for an alternative credit structure depending on the Managed Router Feature resiliency option implemented at the Site. The Site Availability/Time to Restore alternative credit structure available for Sites with the Managed Router Feature may be found at AT&T BusinessDirect at <https://www.businessdirect.att.com/portal/index.jsp> by accessing the SLA Target Lookup.

"Outage" means an occurrence within the AT&T Network (including Managed CPE) and/or the AT&T-provided access that results in the inability of Customer to transmit or receive IP packets for more than one minute.

Measurement of an Outage for SLA credit purposes begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T (when it is necessary for AT&T to diagnose and/or restore a Service Component into use) and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Components are restored and available for Customer to use.

For sites located outside of the United States any outage time shall exclude time that is outside of the standard operating hours of the local access provider used by AT&T for the affected Customer Site.

SLA-6.1. Site Availability/Time to Restore SLA Credit Table

Section Effective Date: 26-Nov-2013

Site Availability/Time to Restore SLA Credit Table							
Time to Restore Outage		Country Group					
Equal to or Greater than:	to Less than:	Group 1	Group 2	Group 3	Group 4	Group 5	DSL
1 Minute	1 Hour	3.30%	3.30%	3.30%	3.30%	3.30%	0.00%
1 Hour	2 Hours	3.30%	3.30%	3.30%	3.30%	3.30%	3.30%
2 Hours	3 Hours	10.0%	3.30%	3.30%	3.30%	3.30%	3.30%
3 Hours	4 Hours	10.0%	10.0%	3.30%	3.30%	3.30%	3.30%
4 Hours	5 Hours	25.0%	10.0%	10.0%	3.30%	3.30%	10.0%
5 Hours	6 Hours	25.0%	10.0%	10.0%	3.30%	3.30%	10.0%

Site Availability/Time to Restore SLA Credit Table							
Time to Restore Outage		Country Group					
Equal to or Greater than:	to Less than:	Group 1	Group 2	Group 3	Group 4	Group 5	DSL
6 Hours	7 Hours	25.0%	25.0%	10.0%	10.0%	3.30%	10.0%
7 Hours	8 Hours	25.0%	25.0%	10.0%	10.0%	3.30%	10.0%
8 Hours	9 Hours	50.0%	25.0%	25.0%	10.0%	10.0%	10.0%
9 Hours	10 Hours	50.0%	25.0%	25.0%	10.0%	10.0%	10.0%
10 Hours	11 Hours	50.0%	50.0%	25.0%	10.0%	10.0%	10.0%
11 Hours	12 Hours	50.0%	50.0%	25.0%	25.0%	10.0%	10.0%
12 Hours	13 Hours	50.0%	50.0%	50.0%	25.0%	10.0%	10.0%
13 Hours	14 Hours	50.0%	50.0%	50.0%	25.0%	10.0%	10.0%
14 Hours	15 Hours	50.0%	50.0%	50.0%	50.0%	10.0%	10.0%
15 Hours	16 Hours	50.0%	50.0%	50.0%	50.0%	10.0%	10.0%
16 Hours	17 Hours	100.0%	50.0%	50.0%	50.0%	10.0%	25.0%
17 Hours	18 Hours	100.0%	50.0%	50.0%	50.0%	10.0%	25.0%
18 Hours	19 Hours	100.0%	100.0%	50.0%	50.0%	10.0%	25.0%
19 Hours	20 Hours	100.0%	100.0%	50.0%	50.0%	10.0%	25.0%
20 Hours	21 Hours	100.0%	100.0%	100.0%	50.0%	10.0%	25.0%
21 Hours	22 Hours	100.0%	100.0%	100.0%	50.0%	10.0%	25.0%
22 Hours	23 Hours	100.0%	100.0%	100.0%	50.0%	10.0%	25.0%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	10.0%	25.0%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%	25.0%
36 Hours	48 Hours	100.0%	100.0%	100.0%	100.0%	10.0%	50.0%
48 Hours	72 Hours	100.0%	100.0%	100.0%	100.0%	25.0%	75.0%
72 Hours	> 72 Hours	100.0%	100.0%	100.0%	100.0%	25.0%	100.0%

SLA-6.2. Site Availability/Time To Restore SLA Country Group Table

Section Effective Date: 26-Jun-2014

Site Availability/Time To Restore SLA Country Group Table	
Group	Country*
Group 1	Austria, Australia, Belgium, Canada, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland, United Kingdom, United States (including Alaska, Hawaii, Puerto Rico, and U.S. Virgin Islands)

Site Availability/Time To Restore SLA Country Group Table	
Group	Country*
Group 2	Argentina, Bulgaria, Columbia, Cyprus, Greece, Hungary, Israel, Mexico, Poland, Portugal, South Korea, Taiwan
Group 3	Brazil, Chile, Croatia, Ecuador, Panama, Peru, Philippines, Romania, Russia, Slovenia, Slovakia, South Africa, Venezuela
Group 4	China**, India, Indonesia, Malaysia, Qatar, Thailand, Turkey
Group 5	Afghanistan, Albania, Algeria, American Samoa, Angola, Anguilla, Antigua and Barbuda, Armenia, Aruba, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belarus, Belize, Benin, Bermuda, Bhutan, Bolivia, Botswana, British Virgin Islands, Brunei, Burkina-Faso, Burundi, Cambodia, Cameroon, Cape Verde, Cayman Islands, Central African Republic, Chad, Comoros, Congo Republic, Cook Islands, Costa Rica, Curacao (Netherlands Antilles), Democratic Republic of Congo, Djibouti, Dominica, Dominican Republic, Egypt, El Salvador, Estonia, Ethiopia, Fiji, French Polynesia, Gabon, Gambia, Georgia, Ghana, Grenada, Guadeloupe, Guam, Guatemala, Guinea, Guinea-Bissau, Haiti, Honduras, Iraq, Ivory Coast, Jamaica, Jordan, Kazakhstan, Kenya, Kiribati, Kyrgyzstan, Kuwait, Laos, Latvia, Lebanon, Lesotho, Liberia, Libya, Lithuania, Macau, Macedonia, Madagascar, Malawi, Maldives, Mali, Malta, Martinique, Mauritania, Mauritius, Moldova, Mongolia, Montenegro, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, New Caledonia†, Nicaragua, Niger, Nigeria, Niue, Oman, Pakistan, Papua New Guinea, Paraguay, Reunion, Rwanda, St. Kitts and Nevis, St. Lucia, St. Martin (St. Maarten), Saint Vincent and the Grenadines, Samoa, Saudi Arabia, Senegal, Serbia, Sierra Leone, Solomon Islands, Sri Lanka, Suriname, Swaziland, Tajikistan, Timor Leste, Togo, Tonga, Trinidad and Tobago, Tunisia, Turks and Caicos, Tuvalu, Uganda, Ukraine, United Arab Emirates, United Republic of Tanzania, Uruguay, Uzbekistan, Vanuatu, Vietnam, Zambia, and Zimbabwe
Notes	
*	Service may not currently be available in all countries listed.
**	The Managed Router Feature Site Availability/Time to Restore SLA is available only at Customer Sites located within the municipal limits of the following cities: Beijing, Shanghai, Guangzhou, Chengdu, Suzhou, TaiCang, KunShan, JiaXin, JiaShan, Hangzhou, Zhongshan, Shenzhen, ZhuHai, FoShan, SheKou, DongGuan, Tianjin, ZhangJiaKou, Changzhou, Wuxi, Nanjing, Ningbo, Shantou, ShanWei, Huizhou, ChengDe, and Chongqing. The Site Availability/Time to Restore SLA is not available with Managed Router Feature at Sites located outside the municipal limits of the listed cities.
†	As of July 23, 2014, service to New Caledonia is no longer available.

SLA-7. AT&T VPN Managed Router/Enhanced VPN Services Interoperability SLAs

Section Effective Date: 25-Sep-2010

AT&T VPN Managed Router/Enhanced VPN Interoperable Sites qualify for MPLS Site-to-MPLS Site Latency and MPLS Site-to-MPLS Site Data Delivery SLAs described in this section.

The performance objective for latency for AT&T VPN Managed Router/Enhanced VPN Interoperable Sites is the performance objective applicable for AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency SLA. The performance objective for data delivery for AT&T VPN Managed Router/Enhanced VPN Interoperable Sites is the performance objective applicable for AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Data Delivery SLA. AT&T VPN Managed CSU-Probe MPLS Site-to-MPLS Site Latency and MPLS Site-to-MPLS Site Data Delivery are described at AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp> in the AT&T VPN SLA Target Lookup Tool.

If Customer notifies by trouble ticket that AT&T VPN Managed Router/Enhanced VPN Interoperable Sites are not meeting an applicable performance objective and AT&T testing verifies that the AT&T VPN Managed Router/Enhanced VPN Interoperable Sites are not meeting the performance objective, AT&T will attempt to remedy the nonperformance within thirty (30) calendar days of Customer notice. If after the thirty (30) day remedy period the same AT&T VPN/Enhanced VPN Interoperable Sites are not meeting the same performance objective, Customer reports the nonperformance in a second trouble ticket, unloads Customer traffic from the Sites experiencing nonperformance to allow AT&T to perform a second test, and AT&T testing verifies that the AT&T VPN Managed Router/Enhanced VPN Interoperable Sites are not meeting the applicable Performance objective, Customer is eligible to receive the MPLS Site-to-MPLS Site Latency and or MPLS Site-to-MPLS Site Data Delivery SLA credit, as applicable, in an amount equal to 10% of Customer's discounted Covered AT&T VPN Managed Router and Enhanced VPN Monthly Charges for the affected Sites. Customer must request the service credit using the AT&T VPN Managed Router/Enhanced VPN Interoperable MPLS Site-to-MPLS Site SLA Claims Process.

Implementation of AT&T VPN Managed Router/Enhanced VPN Services Interoperability does not change the testing or measurement of performance obligations applicable to or reporting available for a Service Component. For example, and without limiting the foregoing, for AT&T VPN Managed Router/Enhanced VPN Interoperable Sites, Enhanced VPN Sites will not be included in the measurement of the AT&T VPN MPLS Port-to-MPLS Port Latency and AT&T VPN MPLS Port Data Delivery SLAs, and a failure by AT&T to meet the performance objective for these SLAs shall not make the Enhanced VPN Service Sites eligible for service credits under the AT&T VPN SLAs.

SLA-7.1. AT&T VPN Managed Router/Enhanced VPN Interoperable MPLS Site-to-MPLS Site SLA Claims Process

Section Effective Date: 25-Sep-2010

To submit a request for a SLA credit under an AT&T VPN Managed Router/Enhanced VPN Interoperable MPLS Site-to-MPLS Site SLA, Customer must complete the AT&T VPN Managed Router and Enhanced VPN Service Interoperability SLA Credit Request Form found in the AT&T VPN Applications section of AT&T BusinessDirect® at <https://www.businessdirect.att.com/portal/index.jsp>.

Service Level Agreements

SLA-1. General MIS SLA Terms

Section Effective Date: 18-May-2013

Credit Request Process

AT&T has established performance objectives for MIS Service (including, without limitation, the MPLS PNT feature). While AT&T cannot guarantee that these performance objectives always will be met, AT&T will provide credits to Customer when they are not met. For MIS Sites located outside the US, the SLAs set forth below only apply to orders placed after December 16, 2005. Unless otherwise agreed to by the parties, any SLAs set forth in Customer's Service Agreement, including prior versions of the Service Guide applicable to such Sites, will continue to apply to MIS Sites located outside the US that were ordered prior to December 16, 2005.

SLAs relating to network performance apply only to traffic traveling within the AT&T Network.

In order to receive a credit for a MIS SLA for a Customer Site located outside the United States, Customer must submit the credit request via the AT&T BusinessDirect portal by the end of the month following the month in which the provisioning was completed or the trouble was cleared.

In order to receive a credit for an MIS SLA for a Customer Site located within the United States, Customer must submit the credit request by e-mail to the AT&T SLA Administration Center at dispresolution@rdsmail.ims.att.com by the end of the month following the month in which AT&T completed the provisioning or the trouble was cleared.

Customer may not receive credits for more than one of the Latency SLA, Data Delivery SLA and the Site Availability/Time to Restore SLA if AT&T's failure to meet the SLAs is attributable to the same occurrence at the affected MIS Port(s).

Customer may receive:

- only one credit for any calendar day for a particular MIS Port for the MIS Site Availability/Time to Restore SLA;
- only one credit in any calendar month for each of the Network Latency SLA, the Network Data Delivery SLA, and the Network Jitter SLA;
- credits for any Customer Site in a given month totaling no more than the total Covered MIS Monthly Charges for the Customer Site for that month.

Definitions

“Covered MIS Monthly Charges” means:

- the monthly charges for the affected Customer Port, and
- the monthly charges for Optional Features associated with the affected Customer Port.

“Regions” for purposes of the MIS SLAs means the countries listed in the MIS SLA Region and Country Table.

MIS SLA Region and Country Table	
Region	Countries*
United States (US)	US Mainland, AK, HI, PR, USVI
Western Europe	Austria, Belgium, Denmark, Finland, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom
The rest of the EMEA countries	Bulgaria, Cyprus, Czech Republic, Estonia, Greece, Hungary, Israel, Latvia, Liechtenstein, Lithuania, Pakistan, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, South Africa, Turkey
Asia Pacific	Australia, Hong Kong, India, Japan, Korea Democratic Peoples Republic Of, Malaysia, New Zealand, Philippines, Singapore, Taiwan
Caribbean and Latin America	Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Netherlands Antilles, Peru, Venezuela
Canada	Canada
Notes:	

MIS SLA Region and Country Table	
Region	Countries*
*	MIS may not currently be available in all countries listed. Measurements of performance within or between Regions are taken from a selection of AT&T Network Backbone Nodes in the Region and do not necessarily cover all countries listed in a Region

“Groups” for purposes of the MIS SLAs means the countries listed in the MIS SLA Group and Country Table.

MIS SLA Group and Country Table	
Group	Countries*
Group 1	Austria, Australia, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Norway, Singapore, Spain, Sweden, Switzerland, United Kingdom, United States
Group 2	Cyprus, Czech Republic, Greece, Hungary, Israel, Korea/Democratic Peoples Republic, Mexico, Poland
Group 3	Argentina, Bulgaria, Brazil, Chile, Columbia, Estonia, Latvia, Lithuania, Netherlands Antilles, Philippines, Portugal, Romania, Russian Federation, Slovenia, Slovakia, South Africa, Taiwan, Venezuela
Group 4	India, Liechtenstein, Malaysia, Pakistan, Peru, Turkey
Group 5	Ecuador
Notes:	
*	MIS may not currently be available in all countries listed.

SLA Exclusions

AT&T is not responsible for failure to meet an SLA resulting from:

- the conduct of Customer or Users of MIS Service
- the failure or deficient performance of power, equipment, services or systems not provided by AT&T
- delay caused or requested by Customer
- service interruptions, deficiencies, degradations or delays due to access lines or CPE when provided by third parties (except as specifically provided in a particular SLA)
- service interruptions, deficiencies, degradations or delays during any period in which AT&T or its agents are not afforded access to the premises where access lines associated with MIS Service are terminated or AT&T CPE is located
- service interruptions, deficiencies, degradations or delays during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order

- Customer's election to not release a Service Component for testing and/or repair and to continue using the Service Component
- Force Majeure Conditions
- service interruptions or delays in investigating and/or fixing a trouble affecting a non-US Service Component due to the hours of operation of the local access provider in the country for which Customer is reporting a trouble.
- service interruptions, deficiencies, degradations or delays during routine network maintenance. In the US, routine maintenance is scheduled between 12 am and 6 am - local time - Monday through Friday. For PNT only, routine maintenance is also scheduled on Saturday and Sunday between 12 am and 6 am – local time. Outside the US, all routine maintenance is scheduled Thursday through Sunday. The start and end times will vary by region. Customers are provided notification of the maintenance event 2 weeks in advance.

In addition, MIS SLAs do not apply (a) if Customer is entitled to other available credits, compensation or remedies under Customer's Service Agreement for the same service interruption, deficiency, degradation or delay, (b) for service interruptions, deficiencies, degradations or delays not reported by Customer to AT&T, (c) where Customer reports an SLA failure, but AT&T does not find any SLA failure, and (d) to MIS Sites that are not directly connected to the AT&T Network, such as MIS Sites connected in a cascaded fashion to a directly connected MIS Site.

Use of Alternate Service

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.

SLA-2. MIS On-Time Provisioning SLA

Section Effective Date: 09-Jan-2014

The performance objective for the MIS On-Time Provisioning SLA for MIS Sites located within the US is for AT&T to complete installation of a Covered Access Arrangement at a Customer Site by the Due Date. The performance objective for the MIS On-Time Provisioning SLA for MIS Sites located outside the US is to complete installation of an MIS Service Component (as well as AT&T-provided access lines connected to such Service Component) by the applicable scheduled service activation date.

If AT&T does not meet this performance objective for a Covered Access Arrangement, Customer will be entitled to an MIS On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the MIS Service Component(s) that is not installed on time, after the installation is completed.

The MIS On-Time Provisioning SLA does not apply for MIS with Managed Router installations if the dedicated POTS line is not provided by the Customer,

The MIS On-Time Provisioning SLA does not apply to Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered. The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.

Covered Access Arrangements and Due Dates

The MIS On-Time Provisioning SLA applies to MIS Sites located in the US Mainland with respect to Covered Access Arrangements, as defined in the following table, and based on the availability dates provided by the local access provider, which may change at any time and without notice to Customer, in which case the SLA start date will be automatically reset to the latest date provided to AT&T by the local access provider. The On-Time Provisioning SLA does not apply with respect to any access arrangement ordered for, and/or associated with, any type of Customer collocation arrangement on AT&T's premises.

Covered Access Arrangement	Due Date
Access of any speed that is provisioned as part of a T1 Access Channel, including multiple T1 configurations	30 calendar days after the date when AT&T issued CCD to Customer
Access of any speed which is provisioned as part of a T3 Access Channel	42 calendar days after the date when AT&T issued CCD to Customer
Access of any speed which is provisioned as part of an OC-3 Access Channel	63 calendar days after the date when AT&T issued CCD to Customer

MIS Express (the following applies to MIS Express only):

- The performance objective for the MIS Express On-Time Provisioning SLA is defined as the Completion of the Customer Site Visit to AT&T Ready.
- The performance objective for MIS Express On-Time Provisioning SLA for MIS Express Sites located within the US 22 states (AR, CA, CT, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY) is for AT&T to complete installation of a Covered Access Arrangement within 30 calendar days from the completion of the customer site visit for locations with AT&T fiber and an Emux in the building
- The performance objective for MIS Express On-Time Provisioning SLA for MIS Express Sites located within the US 22 states (AR, CA, CT, IL, IN, KS, MI, MO, NV, OH, OK, TX, WI, GA, FL, SC, NC, LA, MS, TN, AL, KY) is for AT&T to complete installation of a Covered Access Arrangement within 60 calendar days from the completion of the customer site visit for locations with AT&T fiber without an Emux in the building
- If AT&T does not meet this performance objective for MIS Express, Customer will be entitled to an MIS Express On-Time Provisioning SLA credit equal to one month's discounted monthly recurring charge for the MIS Service Component(s) not installed on time, after the installation is completed.
- The MIS Express On-Time Provisioning SLA does not apply for the following:
 - MIS Express with Managed Router installations if the dedicated POTS line is not provided by the Customer
 - Service Components that are ordered on an expedited basis. AT&T provides the scheduled service activation date to Customer after a Service Component is ordered.

The scheduled service activation date for a Service Component may change if Customer requests any change to a Service Component after ordering.

- o Out of Region Orders (applicable only in 22 state region)
- o Locations with AT&T fiber beyond 500 foot of the building

Cross References

[SD-2.1. Customer Orders](#)

SLA-3. MIS Site Availability / Time to Restore SLA

Section Effective Date: 11-Aug-2012

The performance objective for the MIS Site Availability/Time to Restore SLA is for the MIS Site Availability to be 100%. If AT&T does not meet this performance objective in any given calendar month, Customer will be eligible for an MIS Site Availability/Time to Restore SLA credit for each Outage equal to the product of Customer's total discounted Covered MIS Monthly Charges for the affected MIS Ports by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the MIS Site Availability/Time to Restore SLA Credit Table.

"Outage" means an occurrence within the AT&T Network and/or the AT&T-provided dedicated access (and in the case of MIS with Managed Router, the AT&T CPE) that is unrelated to the normal functioning of MIS and that results in the inability of Customer to transmit IP packets for more than one minute. Measurement of Time to Restore begins when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T and ends when AT&T Customer Care makes its first attempt to notify Customer that the problem has been resolved and the Service Component(s) are restored and available for Customer to use. Time to Restore excludes Outage time that is outside of the standard operating hours of the local access provider used by AT&T for the affected MIS Port and any delay caused by Customer.

The MIS Site Availability/Time to Restore SLA does not apply for MIS with Managed Router installations if the dedicated POTS line is not provided by the Customer and if it is determined the outage is related to the Managed Router.

MIS Site Availability/Time to Restore SLA Credit Table – Single Link / Single Router						
Time to Restore		Country Group				
Equal to or Greater than:	to Less than:	Group 1 Single Link, Single Router	Group 2 Single Link, Single Router	Group 3 Single Link, Single Router	Group 4 Single Link, Single Router	Group 5 Single Link, Single Router
1 Minute	1 Hour	3.3%	3.3%	3.3%	3.3%	3.3%
1 Hour	2 Hours	3.3%	3.3%	3.3%	3.3%	3.3%
2 Hours	3 Hours	10.0%	3.3%	3.3%	3.3%	3.3%
3 Hours	4 Hours	10.0%	10.0%	3.3%	3.3%	3.3%

MIS Site Availability/Time to Restore SLA Credit Table – Single Link / Single Router						
Time to Restore		Country Group				
4 Hours	5 Hours	25.0%	10.0%	10.0%	3.3%	3.3%
5 Hours	6 Hours	25.0%	10.0%	10.0%	3.3%	3.3%
6 Hours	7 Hours	25.0%	25.0%	10.0%	3.3%	3.3%
7 Hours	8 Hours	25.0%	25.0%	10.0%	10.0%	3.3%
8 Hours	9 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
9 Hours	10 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
10 Hours	11 Hours	50.0%	50.0%	25.0%	10.0%	3.3%
11 Hours	12 Hours	50.0%	50.0%	25.0%	25.0%	3.3%
12 Hours	13 Hours	50.0%	50.0%	50.0%	25.0%	3.3%
13 Hours	14 Hours	50.0%	50.0%	50.0%	25.0%	3.3%
14 Hours	15 Hours	50.0%	50.0%	50.0%	50.0%	3.3%
15 Hours	16 Hours	50.0%	50.0%	50.0%	50.0%	3.3%
16 Hours	17 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
17 Hours	18 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
18 Hours	19 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
19 Hours	20 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
20 Hours	21Hours	100.0%	100.0%	100.0%	50.0%	3.3%
21Hours	22 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
22 Hours	23 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
36 Hours	Over 36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%

MIS Site Availability/Time to Restore SLA Credit Table – Dual Link / Single Router						
Time to Restore		Country Group				
Equal to or Greater than:	to Less than:	Group 1 Dual Link Single Router	Group 2 Dual Link Single Router	Group 3 Dual Link Single Router	Group 4 Dual Link Single Router	Group 5 Dual Link Single Router
1 Minute	1 Hour	3.3%	3.3%	3.3%	3.3%	3.3%
1 Hour	2 Hours	25.0%	3.3%	3.3%	3.3%	3.3%
2 Hours	3 Hours	25.0%	10.0%	3.3%	3.3%	3.3%

MIS Site Availability/Time to Restore SLA Credit Table – Dual Link / Single Router						
Time to Restore		Country Group				
3 Hours	4 Hours	50.0%	10.0%	10.0%	3.3%	3.3%
4 Hours	5 Hours	50.0%	25.0%	10.0%	10.0%	3.3%
5 Hours	6 Hours	50.0%	25.0%	10.0%	10.0%	3.3%
6 Hours	7 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
7 Hours	8 Hours	50.0%	25.0%	25.0%	10.0%	3.3%
8 Hours	9 Hours	100.0%	50.0%	25.0%	25.0%	3.3%
9 Hours	10 Hours	100.0%	50.0%	25.0%	25.0%	3.3%
10 Hours	11 Hours	100.0%	50.0%	50.0%	25.0%	3.3%
11 Hours	12 Hours	100.0%	50.0%	50.0%	25.0%	3.3%
12 Hours	13 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
13 Hours	14 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
14 Hours	15 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
15 Hours	16 Hours	100.0%	50.0%	50.0%	50.0%	3.3%
16 Hours	17 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
17 Hours	18 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
18 Hours	19 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
19 Hours	20 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
20 Hours	21Hours	100.0%	100.0%	100.0%	100.0%	3.3%
21Hours	22 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
22 Hours	23 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
36 Hours	Over 36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%

MIS Site Availability/Time to Restore SLA Credit Table – Dual Link / Dual Router						
Time to Restore		Country Group				
Equal to or Greater than:	to Less than:	Group 1 Dual Link Dual Router	Group 2 Dual Link Dual Router	Group 3 Dual Link Dual Router	Group 4 Dual Link Dual Router	Group 5 Dual Link Dual Router
1 Minute	1 Hour	3.3%	3.3%	3.3%	3.3%	3.3%
1 Hour	2 Hours	50.0%	25.0%	3.3%	3.3%	3.3%

MIS Site Availability/Time to Restore SLA Credit Table – Dual Link / Dual Router						
Time to Restore		Country Group				
2 Hours	3 Hours	50.0%	25.0%	10.0%	3.3%	3.3%
3 Hours	4 Hours	50.0%	50.0%	10.0%	10.0%	3.3%
4 Hours	5 Hours	50.0%	50.0%	25.0%	10.0%	3.3%
5 Hours	6 Hours	50.0%	50.0%	25.0%	10.0%	3.3%
6 Hours	7 Hours	50.0%	50.0%	25.0%	25.0%	3.3%
7 Hours	8 Hours	50.0%	50.0%	25.0%	25.0%	3.3%
8 Hours	9 Hours	100.0%	100.0%	50.0%	25.0%	3.3%
9 Hours	10 Hours	100.0%	100.0%	50.0%	25.0%	3.3%
10 Hours	11 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
11 Hours	12 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
12 Hours	13 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
13 Hours	14 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
14 Hours	15 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
15 Hours	16 Hours	100.0%	100.0%	50.0%	50.0%	3.3%
16 Hours	17 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
17 Hours	18 Hours	100.0%	100.0%	100.0%	50.0%	3.3%
18 Hours	19 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
19 Hours	20 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
20 Hours	21Hours	100.0%	100.0%	100.0%	100.0%	3.3%
21Hours	22 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
22 Hours	23 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
23 Hours	24 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
24 Hours	36 Hours	100.0%	100.0%	100.0%	100.0%	3.3%
36 Hours	Over 36 Hours	100.0%	100.0%	100.0%	100.0%	10.0%

SLA-4. MIS Latency SLA

Section Effective Date: 19-Aug-2011

The performance objectives for the MIS Latency SLA are for the MIS Latencies within and between Regions to be no greater than the latencies set forth in the MIS Latency Performance Objectives Table.

If AT&T does not meet a performance objective in a given calendar month, Customer will be eligible for a MIS Latency SLA credit equal to 1/30th of Customer's total discounted MIS Monthly Charges for all MIS Ports in the affected Region(s) for that month.

"MIS Latency" is a monthly measure of the AT&T network-wide delay within the Region or between Regions, which is the average interval of time it takes during the applicable calendar month for test packets of data to travel between all selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the time it takes test packets to travel from one AT&T Network Backbone Node in a pair to another and back is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. Latency for the month is the average of all of these measurements.

"AT&T Network Backbone Nodes" are the core routing nodes in the AT&T Network.

MIS Latency Performance Objectives Table	
Within Region	Performance Objective
United States (US)	37 ms
Europe	22 ms
EMEA except Western Europe	35 ms
Asia Pacific	80 ms
Canada	40 ms
Caribbean and Latin America	135 ms
Between Regions	
Asia Pacific to US West Coast	150 ms
Asia Pacific to Europe	245 ms
Europe to US East Coast	90 ms
Europe to US West Coast	160 ms
US to Caribbean and Latin America	110 ms
US to Canada	25 ms

SLA-5. MIS Data Delivery SLA

Section Effective Date: 15-Dec-2005

The performance objectives for the MIS Data Delivery SLA are for the MIS Data Delivery percentages within and between Regions to be no less than those set forth in the MIS Data Delivery Performance Objectives Table. If AT&T does not meet this performance objective in a given calendar month, Customer will be eligible for a MIS Data Delivery SLA credit equal to 1/30th of Customer's total discounted Covered MIS Monthly Charges for all MIS Ports in the affected Region(s) for that month.

The "MIS Data Delivery Percentage" for a Region or between Regions is the average Data Delivery percentage for that month for all selected pairs of AT&T IP Backbone Nodes in the Region(s) calculated by dividing Data Received by Data Delivered and multiplying by 100.

"Data Delivered" is the number of test packets of data delivered in a month by AT&T to an ingress router at an AT&T Network Backbone Node for delivery to an egress router at the other specific AT&T Network Backbone Node in the selected pair.

"Data Received" is the number of such test packets of data that are actually received by the egress router at the other AT&T Network Backbone Node.

MIS Data Delivery Performance Objectives Table	
Within Region	Performance Objective
United States (US)	99.95%
Europe	99.90%
EMEA except Western Europe	99.90%
Asia Pacific	99.90%
Between Regions	
Asia Pacific to US West Coast	99.90%
Asia Pacific to Europe	99.90%
Europe to US East Coast	99.90%
Europe to US West Coast	99.90%
US to Caribbean and Latin America	99.90%
US to Canada	99.90%

SLA-6. MIS Jitter SLA

Section Effective Date: 19-Aug-2011

The performance objective for the MIS Jitter SLA is for MIS Jitter in a given month to be no more than the jitter set forth in the MIS Jitter Performance Objectives Table.

If AT&T does not meet this performance objective, Customer will be eligible for a MIS Jitter SLA credit equal to 1/30th of Customer's total discounted Covered MIS Monthly Charges for all MIS Ports in the affected Region(s) for that month.

"MIS Jitter" is a monthly measure of the AT&T Network-wide IP packet delay variation within or between the applicable Region(s), which is the average difference in the interval of time it takes during the applicable calendar month for selected pairs of test packets of data in data streams to travel between selected pairs of AT&T Network Backbone Nodes in the Region(s). Specifically, the difference in time it takes a selected pair of test packets in a data stream to travel from one AT&T Network Backbone Node in a pair to another is measured for all selected pairs of AT&T Network Backbone Nodes in the Region(s) over the month. One of the test packets in the selected pair will always be a packet in the data stream that takes the least time

to travel from one AT&T Network Backbone Node in the pair to another. MIS Jitter within or between Regions for the month is the average of all of these measurements in the Region(s).

MIS Jitter Performance Objectives Table	
Within Region	Performance Objective
United States (US)	1.0 ms
EMEA (excluding Western Europe)	1.2 ms
Europe	1.2 ms
Asia Pacific	1.2 ms
Canada	1.2 ms
Caribbean and Latin America	1.2 ms
Between Regions	
Asia Pacific to US West Coast	1.2 ms
Asia Pacific to Europe	1.2 ms
Europe to US East Coast	1.2 ms
Europe to US West Coast	1.2 ms
US to Caribbean and Latin America	1.2 ms
US to Canada	1.2 ms

Michigan Based Network Operation Center Bundle

Provider	Circuit Speed	AVPN Charges	MNOC Mgd Router	3rd Party Mgmt Charge	Site Total
AT&T	1.5Mb	\$ 346.15	\$ 663.21	\$ -	\$ 1,009.36
AT&T	3Mb	\$ 556.13	\$ 679.07	\$ -	\$ 1,235.20
AT&T	4.5Mb	\$ 718.88	\$ 708.14	\$ -	\$ 1,427.02
AT&T	6Mb	\$ 723.97	\$ 708.14	\$ -	\$ 1,432.11
AT&T	9Mb	\$ 1,074.19	\$ 737.21	\$ -	\$ 1,811.40
AT&T	12Mb	\$ 1,430.85	\$ 766.28	\$ -	\$ 2,197.13
Frontier	1.5Mb	\$ 359.03	\$ 663.21	\$ 54.00	\$ 1,076.24
Frontier	3Mb	\$ 707.63	\$ 679.07	\$ 54.00	\$ 1,440.70
Frontier	4.5Mb	\$ 1,055.47	\$ 708.14	\$ 54.00	\$ 1,817.61
Frontier	6Mb	\$ 1,404.17	\$ 708.14	\$ 54.00	\$ 2,166.31
Frontier	9Mb	\$ 2,101.56	\$ 737.21	\$ 54.00	\$ 2,892.77
Frontier	12Mb	\$ 2,800.68	\$ 766.28	\$ 54.00	\$ 3,620.96
Others	1.5Mb	\$ 346.15	\$ 663.21	\$ 54.00	\$ 1,063.36
Others	3Mb	\$ 556.13	\$ 679.07	\$ 54.00	\$ 1,289.20
Others	4.5Mb	\$ 718.88	\$ 708.14	\$ 54.00	\$ 1,481.02
Others	6Mb	\$ 887.33	\$ 708.14	\$ 54.00	\$ 1,649.47
Others	9Mb	\$ 1,326.30	\$ 737.21	\$ 54.00	\$ 2,117.51
Others	12Mb	\$ 1,767.02	\$ 766.28	\$ 54.00	\$ 2,587.30
AT&T	10Mb	\$ 698.00	\$ 650.00	\$ -	\$ 1,348.00
Charter	10Mb	\$ 1,000.00	\$ 650.00	\$ 54.00	\$ 1,704.00
AT&T	20Mb	\$ 852.38	\$ 650.00		\$ 1,502.38
AT&T	50Mb	\$ 1,230.18	\$ 650.00	\$ -	\$ 1,880.18
AT&T	100Mb	\$ 1,845.47	\$ 995.39	\$ -	\$ 2,840.86
AT&T	250Mb	\$ 3,472.83	\$ 995.39	\$ -	\$ 4,468.22
AT&T	1Gb	\$ 8,677.84	\$ 1,599.08	\$ -	\$ 10,276.92
Example	IP-VPN	\$ 111.68	\$ 322.00	\$ 54.00	\$ 487.68

AT&T Service Integrator Only Standalone Offer

Provider	Circuit Speed	AVPN Charges	MNOC Mgd Router	3rd Party Mgmt Charge	Site Total
AT&T	1.5Mb	\$ 346.15	\$ 699.22	\$ -	\$ 1,045.36
AT&T	3Mb	\$ 556.13	\$ 715.07	\$ -	\$ 1,271.20
AT&T	4.5Mb	\$ 718.88	\$ 744.14	\$ -	\$ 1,463.02
AT&T	6Mb	\$ 723.97	\$ 744.14	\$ -	\$ 1,468.11
AT&T	9Mb	\$ 1,074.19	\$ 773.21	\$ -	\$ 1,847.40
AT&T	12Mb	\$ 1,430.85	\$ 802.28	\$ -	\$ 2,233.13
Frontier	1.5Mb	\$ 359.03	\$ 699.22	\$ 54.00	\$ 1,112.24
Frontier	3Mb	\$ 707.63	\$ 715.07	\$ 54.00	\$ 1,476.70
Frontier	4.5Mb	\$ 1,055.47	\$ 744.14	\$ 54.00	\$ 1,853.61
Frontier	6Mb	\$ 1,404.17	\$ 744.14	\$ 54.00	\$ 2,202.31
Frontier	9Mb	\$ 2,101.56	\$ 773.21	\$ 54.00	\$ 2,928.77
Frontier	12Mb	\$ 2,800.68	\$ 802.28	\$ 54.00	\$ 3,656.96
Others	1.5Mb	\$ 346.15	\$ 699.22	\$ 54.00	\$ 1,099.36

Others	3Mb	\$ 556.13	\$ 715.07	\$ 54.00	\$ 1,325.20
Others	4.5Mb	\$ 718.88	\$ 744.14	\$ 54.00	\$ 1,517.02
Others	6Mb	\$ 887.33	\$ 744.14	\$ 54.00	\$ 1,685.47
Others	9Mb	\$ 1,326.30	\$ 773.21	\$ 54.00	\$ 2,153.51
Others	12Mb	\$ 1,767.02	\$ 802.28	\$ 54.00	\$ 2,623.30
AT&T	10Mb	\$ 698.00	\$ 686.00	\$ -	\$ 1,384.00
Charter	10Mb	\$ 1,000.00	\$ 686.00	\$ 54.00	\$ 1,740.00
AT&T	20Mb	\$ 852.38	\$ 686.00		\$ 1,538.38
AT&T	50Mb	\$ 1,230.18	\$ 686.00	\$ -	\$ 1,916.18
AT&T	100Mb	\$ 1,845.47	\$ 995.39	\$ -	\$ 2,840.86
AT&T	250Mb	\$ 3,472.83	\$ 995.39	\$ -	\$ 4,468.22
AT&T	1Gb	\$ 8,677.84	\$ 1,599.08	\$ -	\$ 10,276.92
Example	IP-VPN	\$ 111.68	\$ 322.00	\$ 54.00	\$ 487.68