

Department of Technology, Management, and Budget 320 S. WALNUT ST., LANSING, MICHIGAN 48933

Ashley Adrian

517-284-7454

DTMB

P.O. BOX 30026 LANSING, MICHIGAN 48909

FRONTIER COMMUNICATIONS OF MICHIGAN INC

CONTRACT CHANGE NOTICE

Change Notice Number 4

to

Contract Number <u>071B6600083</u>

CO	180 S. Clinton Ave			_(0	ram lager	517-204-7454		v		
CONTRACTOR	Rochester, NY 14646-	6-0001	STATE		AdrianA1@Michigan.gov					
RA	Erick Gamble				Adn	Lauren Stempek	I	DTMB		
CTO	231-724-5127				Contract Administrator	(517) 243-4008				
OR.	erick.gamble@ftr.com	1			ct rator	stempekl@michigan.	gov			
	CV0029249									
	0 10023243									
LOC	AL, LONG DISTANC	SE AND TOLL FRE	CONTRAC							
	IAL EFFECTIVE DATE	INITIAL EXPIRAT				AVAILABLE OPTIONS	3		TION DATE	
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	tive 10/10/2023, the St 30,000.00 to cover serv						ds in t	he amount	of	
Please note the Contract Administrator for the State has been changed to Lauren Stempek.										
	her terms, conditions, stal Procurement approv						agree	ement, and	DTMB	



Department of Technology, Management, and Budget 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913

Ashley Adrian

DTMB

P.O. BOX 30026 LANSING, MICHIGAN 48909

FRONTIER COMMUNICATIONS OF MICHIGAN INC

CONTRACT CHANGE NOTICE

Change Notice Number 3

to

Contract Number <u>071B6600083</u>

180 S. Clinton Ave				ogram anager	517-284-7454					
Rochester	r, NY 14646-	0001		STATE	4 2	AdrianA1@Michigan.gov				
Rochester Erick Gam 231-724-5	•				Adr	KeriAnn Trumble		DTMB		
231-724-5	5127				Contract Administrator	989-259-2625				
erick.gam	ble@ftr.com				ct rator	trumblek1@michiga	an.gov			
CV002924	49									
			CONTRAC	T SUMM	ADV					
LOCAL, LONG	G DISTANC	E AND TOLL FRE								
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×	2 - 1 y	ear options						Octob	er 31, 202	23
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October 31, 202		ie io exercioning the in	iot and occorre	avanab	ic opt	ion years. The review	Ju 0011	паот охрп	ation date	10
Please note the Erick Gamble.	: Contract Ad	ministrator has beer	n changed to K	eriAnn T	rumb	le and the Vendor C	ontact	has been	changed t	to
All other terms, approval.	conditions, s	specifications, and p	ricing remain th	ne same	. Per	contractor, agency, a	and DT	MB Centr	al Procure	emen



Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number <u>071B6600083</u>

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OCAL, LONG DISTANC	E AND TOLL FREE VOICE SE	RVICE	S			
	CONTRAC	T SUMM	ARY			
CV0029249						
Angela.Corell@ftr.com	1		tor	SherlockJ@michigan.	gov	
(813) 372-8588 Angela Corell@ftr.com			Contract Administrato	<u> </u>	201	
(042) 272 0500		_	Cont dmini	(517) 243-5556		
Angela Corell			Ad	Jordan Sherlock		DTMB
Rochester, NY 14646-	0001	STATE	r	AdrianA1@Michigan.gov		
180 S. Clinton Ave			ig a	517-284-7454		
FRONTIER COMMUN	IICATIONS OF MICHIGAN INC		Pr	Ashley Adrian		DTMB
		_				I

MINIMUM DELIVERY REQUIREMENTS

⊠ PRC

☑ P-Card

DESCRIPTION OF CHANGE NOTICE							
OPTION	LENGT	H OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE		
					October 31, 2021		
CURRENT VALUE		VALUE OF CHAN	GE NOTICE	ESTIMATED AGGREGATE CON	TRACT VALUE		
\$7,800,000.00				\$7,800,000.00			

□ No

DESCRIPTION

Effective 3/2/2021. the Account Manager for Frontier Communications is updated to Angela Corell. The States Contract Administrator is hereby updated to Jordan Sherlock.

☐ Other

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



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 1

to

Contract Number <u>071B6600083</u>

FRON	FRONTIER COMMUNICATIONS OF MICHIGAN INC			₹ ७	Ashley Adrian		DTMB		
2 180 S	180 S. Clinton Ave Rochester, NY 14646-0001				Program Manager	517-284-7454			
Roches				TS.	e 3	AdrianA1@Michiga	n.gov		
スーーー	Samble Gamble			STATE	Adi	Mike Breen		DTMB	
CI					Contract Administrator	(517) 249-0428		-	
erick.ga	amble@ftr.com				rator	breenm@michigan.	.gov		
CV002	9249							-	
			CONTRAC	T CUMM	ADV				
LOCAL, LO	NG DISTANC	E AND TOLL FRE	CONTRAC EE VOICE SE						
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			ESTIMATED AGGREGATE CONTRACT VALUE						
\$4,800,000.00 \$3,000,000.00				PIRTION		\$7,800,0	00.00		
	DESCRIPTION ffective with mutual siganture and State Administrative Board approval of 1/14/2020 the contrct is amend to add funding to upport the operational needs through the expiration date. All other terms and conditions remain the same.								



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

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

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. <u>071B6600083</u> between

THE STATE OF MICHIGAN and

	Frontier Communications of America
ЭR	180 S. Clinton Ave
CTC	Rochester, NY 14646-0001
RA	Bill Ives
NT	517-315-7909
.NOO	bill.ives@ftr.com
	9596

STATE Pogram Wanaper	z t	Scott Hall	DTMB			
	9000	517-241-4255				
	0.2	hallS9@michigan.gov				
	4.5	Michael Breen	DTMB			
70 10		517-284-7002				
	Pā	breenm@michigan.gov				

CONTRACT SUMMARY						
DESCRIPTION: Statewide of	contract for local, long dista	nce and toll free voice	services.			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		DATE BEFORE IOTED BELOW		
11/1/2016	10/31/2021	5 one year options	7/26/	/2021		
PAYMENT	TERMS	D	ELIVERY TIMEFRAME			
Net -	45	NA				
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MINIMUM DELIVERY REQUIREM	ENTS					
NA						
MISCELLANEOUS INFORMATION						
NA						
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION \$4,800,000.00						

FOR THE CONTRACTOR:
Frontier Comnunication
Company Name
Authorized Agent Signature
DANIEL SUCCIVAN - VP Commercial SAlas Authorized Agent (Print or Type)
11/2/16 Date
FOR THE STATE:
1/ Lembe
ITT Division Director
Name & Title
D71228
Agency
Date

Schedule A - Scope of Work (SOW)

1.000 Project Identification

1.001 PROJECT REQUEST

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

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

1.002 BACKGROUND

The SOM's vendor provided voice network services, at time of RFP, include a combination of:

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

ILEC Services

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

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

IXC Services

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

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

Vendor-Hosted IVR

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

Enhanced Call Services IVR

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

Over-the-Phone (OPI) Interpretation Services

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

Directory Services

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

1.100 Scope of Work and Deliverables

1.101 IN SCOPE

Parties identified in this Contract are defined to be the State of Michigan (SOM) and Frontier Communications (Contractor).

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

- A. Local Services
 - 1. Service Definition
 - 2. Contract Transition Plan

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

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

1.102 OUT OF SCOPE

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

1.103 ENVIRONMENT

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

All services and products provided as a result of this Contract shall comply with all applicable SOM IT policies and standards.

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

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

Enterprise IT Policies, Standards and Procedures:

http://michigan.gov/dtmb/0,4568,7-150-56355 56579 56755---,00.html

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

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

Enterprise IT Security Policy and Procedures:

http://www.michigan.gov/documents/dmb/1335 193161 7.pdf http://www.michigan.gov/documents/dmb/1340 193162 7.pdf

The SOM's security environment includes:

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

The SOM Unified Information Technology Environment (SUITE):

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

ADA Compliance:

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

1.104 WORK AND DELIVERABLES

Contractor shall provide deliverables, services and resources, and otherwise do all things necessary to provide the functionality required for the DTMB Telecom business functions, in accordance with the requirements as set forth below and in Schedule B – Local, Long Distance and Toll-Free Services Requirements Worksheet.

I. Services and Deliverables To-Be Provided

A. Local Services

The Contractor shall be accountable for functionality represented and supported by the stated manufacturer(s) and products. The Contractor shall not be accountable for the specific manufacturer(s) and associated product use listed in the contract.

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

1. Service Definition

a. List of Services

Contractor shall provide the following Local Voice Service offerings (i.e., 1MB, PRI, analog lines, etc.) as part of the Local Voice Services solution for the duration of the contract, minimally for the service coverage area defined in Attachment 1, Local Voice Services Provider Coverage Map.

Features of Contractor's Sip based Services include:

- SIP Trunk call paths use standard SIP 2.0 signaling and RTP transport
- Provisioning of Direct-Inward-Dial (DID) numbers
 - Support for Local Number Portability
 - o Caller ID included
 - Directory Listings
- Support for Local calling and Long Distance (1+ Domestic, International, and Toll-Free)
- FAX support (T.38 with G.711 fallback)
- Supported CODECS
 - o G.729 (default) with ability to use G.711u
- 911
 - Static 911 Trunking (standard implementation)
 - Ability for customer to own/maintain their 911 database directly (available via 3rd party PS/ALI)
- Ability to support IP, PRI, or analog (POTS) handoff to PBX systems
- Access Transport over Ethernet or T1
- MPLS Core
 - VoIP rides over Frontier's MPLS core with secure VPN connections (VRFs) to network core

Contractor's Local Voice Services include:

- Measured-Rate Business Lines (1MBs, POTS)
- Centranet (Analog and Digital)
- Feature Packs for Centranet services (FP 500 FP 1000 FP 2000 FP 3000)
- Key Line
- PBX Trunk
- ISDN PRI
- ISDN BRI
- DID

- DOD
- · 2-Wire special access line
- 4-Wire special access line
- 56k special access line
- DS1 special access line
- DS3 special access line
- Ethernet Access lines (EVPL, T1 NXT1)
- SIP Trunking
- IP Connect = SIP Trunking + IAD (Managed Router that hands-off PRI or analog)
- Inside Wire Maintenance
- · Features on Local Services
- Automatic Busy Redial
- Automatic Call Return
- Anonymous Call Rejection
- Call Forward (All Calls)
- Call Forward Busy
- Call Forward No Answer
- Call Forward Plus
- Caller ID/Caller ID with Name
- Caller ID Blocking
- Call Trace
- Call Waiting/Cancel Call Waiting
- Call Waiting ID
- Priority Call/VIP Alert
- Selective/Distinctive Ring
- Selective Call Acceptance
- Selective Call Forward
- Selective Call Rejection
- Speed Dial 8
- Speed Dial 30
- Three Way Calling
- Call Transfer

b. Announcement Service

When disconnecting a Measured-Rate Business Line, or DID line, the Contractor shall provide a recorded announcement, at no additional cost to the SOM, for up to 180 calendar days. The Contractor shall also provide the ability for a customized announcement on the local PBX-based services for up to 365 calendar days.

2. Contract Transition Plan

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

As part of the Contract Transition Plan, the Contractor shall provide both a Contract Transition-In Plan and a Contract Transition-Out Plan. Within 15 business days after contract execution, the Contractor shall provide a Contract Transition-In Plan to the SOM for approval. Upon the SOM's approval, the

Contractor shall execute the Contract Transition–In Plan within a mutually agreed-upon timeframe. The Contractor shall provide the Contract Transition-Out Plan 90 business days prior to the contract termination date. The approved Contract Transition-Out Plan shall be initiated 60 business days before the contract termination date.

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

The Contract Transition Plan shall be delivered in MS Project Plan format or equivalent, include a schedule for all transition activities, and identify Contractor and SOM tasks, subtasks and activities that exist as line items within the Contract Transition Plan.

- a. Transition In All local and Central Office based voice services currently provided to the SOM by the Contractor shall include:
 - Contract pricing applied on the effective date (for all services and features)
 - · Issue escalation guidelines jointly initiated with the SOM
 - Service ordering/terminating process
- b. Transition Out The Contractor shall provide number portability for all Class of Service (COS) telephone numbers transitioned to any Carrier designated by the SOM. The final inventory of all services shall be provided to the SOM in an electronic format for all COS being transitioned from the Contractor, for all transitioned services.

3. Service Ordering

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

The SOM will issue a service order request to the Contractor for the procurement (or termination) of selected service(s). The Contractor shall provide a formal ordering process which assures the SOM will not be responsible or charged for any services ordered outside of this agreed-upon formal service order process. All service orders will be placed and approved by a designated SOM contact and the Contractor shall perform service orders outside of SOM business hours.

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

Contractor shall provide the SOM a method, with contact information, of placing all service orders for moves, adds, and changes (MAC) from 8:00 a.m. – 5:00 p.m. during SOM business days. Contractor shall provide the SOM with order confirmation. All service orders shall include, but are not limited to, the following:

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

All order/quote/termination requests will be sent to the Contractor via email. The Contractor shall obtain necessary data and place orders for service or terminations. Once an order is placed, the Contractor shall provide all order information within 3-5 business days from the submission of the order in digital format. The Contractor shall inform the SOM of any expedite fees before the start or process of any order. The Contractor shall document the date, time, and name of the SOM representative who

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

4. Support Services

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

Contractor shall provide the SOM the ability to submit incident information for all services via one Toll-Free number that is available 24x7. The Contractor shall provide details of Trouble Ticket status via confirmation email back to the SOM, including periodic updates with detail and frequency.

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

For a complete list of Support and Maintenance requirements please see Schedule B – Local, Long Distance and Toll-Free Services Requirements Worksheet.

a. Technical Support Help Desk

The Contractor's technical support help desk shall:

- Be available 24X7X365 for problem reporting and technical assistance through a Toll-Free number and email address
- ii. Coordinate trouble response with SOM staff
- iii. Be staffed with skilled technical staff that can diagnose and correct telecommunication voice problems
- iv. Have an automated ticket tracking system
- v. Provide the ability for contractor to open ticket and provide ticket tracking number upon initial customer contact
- vi. Track all Trouble Tickets and provide updates to the SOM
- vii. Provide the ability for the SOM to submit Trouble Tickets electronically
- viii. Record history and resolution of all Trouble Tickets
- ix. Analyze Trouble Tickets for trends and chronic problems
- x. Follow current industry best practices for network performance management
- xi. Exchange ticket information between the Contractor's ticketing system and the SOM's ticketing system. (SOM uses BMC Remedy v 7.X)
- xii. Work with the SOM to prioritize the Trouble Ticket based on the following matrix:

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

b. Escalation Procedures

Escalation procedures, including timely resolution of issues, are of vital importance to the SOM and therefore, are vital for acceptable contract performance. The Contractor and the SOM shall jointly initiate and coordinate escalation procedures. The Contractor shall submit to the SOM for

approval the procedures that the Contractor shall use for the escalation of issues The Contractor shall to escalate issues based on agreed-upon guidelines.

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

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

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

For a complete list of Support and Maintenance requirements please see Schedule B - Local, Long Distance and Toll-Free Services Requirements Worksheet.

c. Fraud Prevention and Control

Within 30 business days of contract execution, the Contractor shall submit a Fraud Control Plan to the SOM outlining the Contractor's methods for the prevention of unauthorized use of any contracted voice services. The Fraud Control Plan shall describe the Contractor's methods for fraud detection, including its ability to monitor for fraudulent call activity 24x7x365.

Contractor shall report immediately to the SOM any indication of fraud or misuse of the Contractor's network and/or contracted call plans and take corrective action. The Contractor shall monitor and report:

- Sudden irregular outbound calling patterns
- Account or calling card excessive call duration
- High quantity of outbound calls to the same geographic location
- · Questionable third party charge-backs

Contractor shall not bill the SOM for any confirmed unauthorized (fraudulent) calls. The SOM will handle the invoicing of any suspected fraudulent calls via the invoice dispute resolution process referenced in Section 1.601.

d. Quality of Service

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

5. Optional Services

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

Contractor Texting Service

Contractor Texting service is available to business customers.

Contractor Texting has three packages to choose from:

- Economy Offer
- Premium Offer
- · Enterprise Offer

Economy Offer

Contractor Texting Economy Offer includes:

- 250 maximum texts per month; includes both sent and received texts 'Counter' starts on customer bill cycle date
- Single Login/Single Password is provided that allows customer to sign into multiple devices at the same time
- Contact Import feature

Customers shall receive a text advising they are approaching their 250 text threshold at 200, 225, 250, and 300 texts. The text will have Contractor's telephone number for customer to call if they want to upgrade their package. If customer texts back indicating he/she wants to upgrade the package the text will route to Contractor's outbound team to contact customer to upgrade plan.

Warning texts are not included in customer's text count.

Customer will only see lump sum billing for sent/received texts over the 250 texts included in the package. The Contractor's Texting Web app includes a counter to keep track of messages sent/received during the billing cycle.

Premium Offer

Contractor Texting Premium Offer includes:

- Unlimited inbound/outbound texts per month
- 3 messages sent/received per minute allowed
- Single Login/Single Password is provided that allows customer to sign into multiple devices at a time
- Contact Import feature
- Single Auto-Reply feature
- Custom Message Signature feature

Enterprise Offer

Contractor Texting Enterprise Offer includes:

- Unlimited inbound/outbound texts per month
- 10 messages sent/received per minute allowed
- Single Login/Single Password is provided that allows customer to sign into multiple devices at a time
- Contact Import feature
- Auto-reply feature (unlimited)
- Custom Message Signature feature
- Keyword feature (3 total)
- Group Texting feature (up to 50 contacts)
- Scheduled texting feature
- 6. Service Level Agreements

Contractor shall establish Service Level Agreements (SLA) with the SOM per the Contract Transition Plan. Contractor shall provide the SOM credits for services not meeting SLAs up to the amount of the disputed monthly service charges.

The SLAs will specify the following:

- 2. Service Request On-Time Completion (SROTC): The Contractor shall measure the Service Request on Time Completion (SROTC) performance by using the duration of time between when the Contractor accepted an order and the time the SOM designated contact is notified the requested order is complete in accordance with the particular product/service technical specifications and SOM validation. The Contractor shall complete specified service requests within the following timeframes:
 - Measured-Rate Business Lines (1MBs quantity 1 to 5) within 3 (three) business days of the SOM service order request
 - b. Central Office Based Voice Service lines (quantity 1 to 50, same location, existing service) within 7 (seven) business days of the SOM service order request
 - c. Analog and base rate circuits (1MB quantity 6 to 50, same location) within 10 (ten) business days of the SOM service order request

- d. ISDN PRI Circuits, (quantity 1 5 same location) within 15 (fifteen) business days of the SOM service order request
- e. Optional IP-based services within 3 (three) business days of the SOM service order request
- 3. <u>Time to Repair (TTR):</u> The time shall be measured from the time a Trouble Ticket is established at the Contractor's technical support help desk through any means until the Contractor's Trouble Ticket is changed to resolved status after SOM validation.

The following Service Group definitions apply to TTR in this Section. The Contractor shall not exceed the objectives as stated below:

TTR by Service Group Table

Service Group #	Service Group Description	Performance Objective
Group 1	The following types of local service connections: PRI circuits DS3 circuits OC(X) circuits Enterprise PBX trunk connections Enterprise SIP connections Call Center business services	2.0 hours
Group 2	All other local services	4.0 hours

For a complete list of required Local Services, please see Schedule B – Local, Long Distance and Toll-Free Services Requirements Worksheet.

7. Reports

The Contractor shall provide in calendar year 2016, at no additional cost to the SOM, reports and related data via a web interface that supports file formats jointly approved by the SOM and the Contractor. Reports and related data shall be posted to a secure web site.

The Contractor and the SOM shall develop a set of standard reports that are designed to record SOM local service performance. Reports (formats to be created by the SOM) shall be submitted to the SOM's Contract Compliance Manager for approval within 45 business days after the execution of the contract resulting from this 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 unless modified by the SOM. The Contractor shall 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 reserves the right to change the report format or frequency. An electronic copy of the reports shall be available. The Contractor shall provide the ability to create ad hoc reports, as requested by the SOM. The Contractor shall maintain a database of SOM local service circuits. The Contractor shall provide RCA reports upon SOM request for any chronic or site specific issue. Reports shall be developed with the ability to be rolled up to increased time increments for review.

Contractor shall have available, via a web interface, 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

Contractor shall provide the following reports on a daily basis, in total and by agency:

• Trunk group utilization (if applicable)

 Specific sites that experience 100% utilization at any time of the day, including the time of 100% utilization

Contractor shall provide the following reports on a weekly basis, in total and by agency:

• Local service that's been down for more than four hours for any given site during the week

Contractor shall provide the following SLA reports on a monthly basis:

- Service Request On-Time Completion
- Time to Repair (TTR)

Contractor shall provide the following Performance and Management Reports on a monthly basis, in total and by agency:

- Service Request Detail Report, to include for each service order
 - Service order number
 - Service description
 - Order date
 - Order completion date (including State validation)
 - SOM requestor
- Service affecting outages, including times, outage type, duration and cause
- Service Trouble Summary and Detail
- Circuit ID, including active and disconnected circuits
- Site Location, including physical address by SOM agency
- Service Type Summary (Quantity by Agency)
- Contract performance Monthly and year-to-date spend, filterable and sortable by contract, site, service and agency
- · Quantity and spend reports for all services, in total and by agency

B. Long Distance and Toll-Free Services

The Contractor shall be accountable for functionality represented and supported by the stated manufacturer(s) and products. The Contractor shall not be accountable for the specific manufacturer(s) and associated product use listed in the contract.

All Long Distance Services are expected to adhere to North American dialing plans and be compatible with the public switched telephone network. The Contractor shall provide Interstate and International Long Distance Service via both switched and dedicated facilities throughout the SOM. When deemed necessary by the SOM, the Contractor shall provide network redundancy.

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

Long Distance and Toll-Free Services made available to the SOM shall be delivered using either switched or dedicated access and/or IP-based. Flexible routing features will cover a wide variety of origination, routing, and termination scenarios. These services will be integrated with other Contractors' voice and IP products and services to give the SOM a wide variety of solutions appropriate to the SOM's current and future needs. The Contractor shall monitor the network for system misuse and fraudulent activities.

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

1. Service Definition

Contractor shall provide a complete list and definitions of all services that shall be offered as part of the Long Distance and Toll-Free Service options.

Contractor offered Long Distance is a specialized telephone service to customers for their direct transmission and reception of voice services. International communication services are provided only in conjunction with domestic communication services. International calling can be blocked by customer's request.

Customers may originate calls over switched services by dialing the desired telephone number (including an area code or country/city code) or, by dial-up basis by calling the local access number or an 800 service number. Access may be provided over a dedicated access line or switched access line, the dedicated access Line may be provided by the Contractor or the customer. When the customer provides the access arrangement, Contractor can act as the customer's agent in obtaining access, but must in any event approve the design of any dedicated access facility the customer proposes to use. When a call, for some services, is originated using a local access or 800 service number, the Carrier's equipment may, for certain services, answer the access call with a tone. The customer may enter additional routing and identifying information. In these instances, communication charges will commence and terminate when the Carrier's switch determines that the call has commenced and terminated, respectively.

2. Contract Transition Plan

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

The Contractor's Contract Transition Plan shall include Project Management Plan, Transition Approach, Key Personnel and duties involved in the Transition, Milestone List and Work Breakdown Structure. Contractor's Key personnel shall work with SOM Key personnel to ensure that all accounts for local and

central office based services are identified and new contract pricing is applied to all accounts and on products provided by Contractor.

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

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

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

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

The Contract Transition Plan shall be delivered in MS Project Plan format or equivalent, include a schedule for all transition activities, and identify Contractor and SOM tasks, subtasks and activities that exist as line items within the Contract transition plan.

- a. Transition In Transitioning from the incumbent Carrier providing Toll-Free Services to the SOM:
 - Shall be done after site survey has been completed identifying all current Toll-Free Services
 - ii. The Contractor shall establish accounts based on the SOM provided current Toll-Free numbers that are ported to the Contractor's Toll-Free Services
 - iii. The Contractor and the SOM shall transition all Toll-Free Services provided by other Toll-Free Carriers to the awarded Contractor
 - iv. The day services are available for use, service charges shall begin. Usage charges, however, shall be billed in arrears and those appearing on any invoice shall be charged for the previous period with appropriate proration
 - v. The Contractor shall include issue escalation guidelines jointly initiated with the SOM
 - vi. Shall include Contract pricing applied on the effective date (for all services and features)
 - vii. Shall include Service ordering/terminating process

3. Service Ordering

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

The SOM will issue a service order request to the Contractor for the procurement (or termination) of selected service(s). Contractor shall provide a formal ordering process which assures the SOM will not be responsible or charged for any services ordered outside of agreed-upon formal service order process. All service orders shall be placed and approved by a designated SOM contact and the Contractor shall perform service orders outside of SOM business hours.

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

Contractor shall provide the SOM a method, with contact information, of placing all service orders for moves, adds, and changes (MAC) from 8:00 a.m. – 5:00 p.m. during SOM business days. Contractor shall provide the SOM order confirmation. All service orders shall include, but are not limited to, the following:

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

All order/quote/termination requests will be sent to the Contractor via email. The Contractor shall obtain necessary data and place orders for service or terminations. Once an order is placed, the Contractor shall provide all order information within 3-5 business days from the submission of the order in digital format. The Contractor shall inform the SOM of any expedite fees before the start or process of any order. The Contractor shall document the date, time, and name of the SOM representative who approved the expedited service and related fees on the service order. Contractor shall track service orders from receipt of the order until delivery to the SOM. Service orders shall be processed and provisioned within the agreed-upon timeframe as specified within Section 1.104 I.B.6. Long Distance and Toll-Free Services - Service Level Agreements.

4. Support Services

Contractor shall provide technical support via the Contractor account team, including incident reporting and problem management. Warranty and maintenance services shall be delivered within the contracted timeframes, as documented in Section 1.104 I.B.6. Long Distance and Toll-Free Services - Service Level Agreements.

Contractor shall provide the State the ability to submit incident information for all services via one Toll-Free number that is available 24x7. The Contractor shall provide details of Trouble Ticket status via confirmation email back to the State, including periodic updates with detail and frequency.

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

For a complete list of Support and Maintenance requirements please see Schedule B – Local, Long Distance and Toll-Free Services Requirements Worksheet.

- a. The technical support help desk shall
 - i. Be available 24X7X365 for problem reporting and technical assistance through a Toll-Free number and email address
 - ii. Coordinate trouble response with SOM staff
 - iii. Be staffed with skilled technical staff that can diagnose and correct telecommunication voice problems
 - iv. Have an automated ticket tracking system
 - v. Provide the ability for contractor to open ticket and provide ticket tracking number upon initial customer contact
 - vi. Track all Trouble Tickets and provide updates to the SOM
 - vii. Provide the ability for the SOM to submit Trouble Tickets electronically
 - viii. Record history and resolution of all Trouble Tickets
 - ix. Analyze Trouble Tickets for trends and chronic problems
 - x. Follow current industry best practices for network performance management
 - xi. Exchange ticket information between the Contractor's ticketing system and the SOM's ticketing system. (SOM uses BMC Remedy v 7.X)
 - xii. Work with the SOM to prioritize the Trouble Ticket based on the following matrix:

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

b. Escalation Procedures

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

Contractor shall provide escalation procedures to the SOM, including:

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

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

For a complete list of Support and Maintenance requirements please see Schedule B - Local, Long Distance and Toll-Free Services Requirements Worksheet.

c. Fraud Prevention and Control

Within 30 business days of contract execution, the Contractor shall submit a Fraud Control Plan to the SOM outlining the Contractor's methods for the prevention of unauthorized use of any contracted voice services. The Fraud Control Plan shall describe the Contractor's methods for fraud detection, including its ability to monitor for fraudulent call activity 24x7x365.

Contractor shall report immediately to the SOM any indication of fraud or misuse of the Contractor's network and/or contracted call plans and take corrective action. The Contractor shall monitor and report:

- Sudden irregular outbound calling patterns
- · Account or calling card excessive call duration
- High quantity of outbound calls to the same geographic location
- · Questionable third party charge-backs

Contractor shall not bill the SOM for any confirmed unauthorized (fraudulent) calls. The SOM will handle the invoicing of any suspected fraudulent calls via the invoice dispute resolution process referenced in Section 1.601.

Optional Services

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

Services may include, but are not limited to:

- a. Customer Self Service Applications (e.g. Cloud-based apps)
- b. DTMF and speech recognition
- c. Voice response
- d. On line reporting and management
- e. Text to Speech

- f. Geo-Spatial Routing
- g. Routing
- h. Call reporting
- i. Flexible On-Hold Messaging
- j. Exception Handling
- k. Custom Scripting
- I. Vendor-Hosted IVR Services
- m. Over-the-Phone Interpretation (OPI) Services
- n. Frontier Audio Conferencing
 - Affordable, flexible, easy-to-use audio conferencing
 - On-demand 24/7/365—no reservations, no time limits, no operators
 - Simple moderator and participant passcodes, with live dial-out during calls
 - Up to 125 participants at once, with call record and playback for those unable to attend
 - · Easily customize and manage your account and calls online
- o. Frontier Web Conferencing
 - Real-time online screen sharing from anywhere maximizes productivity and minimizes costs
 - Simple but powerful screen sharing lets users meet and work together online
 - Integrated audio and video allows for face-to-face meeting contact
 - Enhanced interactivity with shared online white boarding, chat, polling and multimedia sharing
 - Easily add and identify participants, and share control
 - Instantly connect with prospects, customers or colleagues across the country or around the world with Frontier Conferencing. It's like having your very own global conference room

6. Service Level Agreements

Contractor shall establish Service Level Agreements (SLAs) with the SOM per the Contract Transition Plan. The following Service Group definitions apply to the appropriate SLAs listed in this section. Contractor shall provide the SOM credits for services not meeting SLAs up to the amount of the disputed monthly service charges.

Service Group #	Service Group Description
Group 1	 PRIs DS3 circuits OC(X) circuits Enterprise PBX/IVR trunk connections Enterprise SIP connections Call Center business services
Group 2	All other services

a. <u>Network Availability:</u> The Contractor shall measure the Network Availability on a Monthly basis, per service type, as follows.

Monthly Network Availability = (100% - NAD)

Network Availability Downtime (NAD) - [Total minutes of network non-availability per impacted service per calendar month / $\{(number of days in the calendar month) \times (24 hours) \times (60 minutes)\}] \times 100$

The availability of Group 1 shall be at 99.999% or better.

- ii. The availability of Group 2 shall be at 99.99% or better.
- b. <u>Time to Repair (TTR):</u> The time shall be measured from the time a Trouble Ticket is established at the Contractor's technical support help desk through any means until the Contractor's Trouble Ticket is changed to resolved status after SOM validation.

Contractor shall not exceed the objective as stated below:

TTR by Service Group Table

Service Group #	Performance Objective
Group 1	2.0 hours
Group 2	4.0 hours

For a complete list of required Local Services, please see Schedule B – Local, Long Distance and Toll-Free Services Requirements Worksheet.

7. Reports

The Contractor shall provide in calendar year 2016, at no additional cost to the SOM, reports and related data via a web interface that supports file formats jointly approved by the SOM and the Contractor. Reports and related data shall be posted to a secure web site.

The Contractor and the SOM shall develop a set of standard reports that are designed to record SOM Long Distance and Toll-Free service performance. Reports (formats to be created by the SOM) shall be submitted to the SOM's Contract Compliance Manager for approval within 45 business days after the execution of the contract resulting from this RFP. Once both parties have agreed to the format of the reports, it shall become the standard to follow for the duration of the contract unless modified by the SOM. The Contractor shall 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 reserves the right to change the report format or frequency. An electronic copy of the reports shall be available. The Contractor shall provide the ability to create ad hoc reports, as requested by the SOM (e.g. the time it takes to reroute a Toll-Free number from one dedicated location to another dedicated location and a switched location to another switched location at the request of the SOM).

The Contractor shall maintain a database of SOM service circuits. The Contractor shall provide RCA reports upon SOM request for any chronic or site specific issue.

The Contractor shall have available, preferably via a web interface, 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 shall provide the following reports on a daily basis, in total and by agency:

- Trunk group utilization (if applicable)
- Specific sites that experience 100% utilization at any time of the day, including the time of 100% utilization

The Contractor shall provide the following reports on a weekly basis, in total and by agency:

• Services that have been down for more than four hours for any given site during the week

The Contractor shall provide the following SLA reports on a monthly basis, in total and by agency:

- Network Availability
- Time to Repair (TTR) metric

The Contractor shall provide the following Performance and Management Reports on a monthly basis:

- Service Request Detail Report, to include for each service order
 - Service order number
 - Service description
 - Order date
 - Order completion date
 - SOM requestor
- Service affecting outages, including times, outage type, duration and cause
- Listing of all Toll-Free outages resulting in the requirement to re-route Toll-Free traffic. Report
 is to include the numbers affected, the time of the outage and the time of successful re-routing
 of traffic
- Service Trouble Summary and Detail
- Circuit ID, including active and disconnected circuits
- Site Location, including physical address by SOM agency
- Service Type Summary (Quantity by Agency)
- Contract performance Monthly and year-to-date spend, filterable and sortable by contract, site, service and agency
- Quantity and spend reports for all services
- Financial Summary Report, including total spend year-to-date, contract inception to date and remaining contract dollars
- Trouble Ticket summary by priority with detail (e.g. high/medium/low)

1.200 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

A. Contractor Staff

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

1. Key Personnel

All Key Personnel may be subject to the SOM's interview and approval process. Any Key Personnel staff substitution shall have the prior approval of the SOM in accordance with the Contract. The SOM has identified the following as Key Personnel for this SOW:

Account Manager/Single Point of Contact (SPOC)

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

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

- Deliver all contract required reports on product and service delivery, and SLA compliance
- · Facilitate dispute resolution, including any invoice concerns
- Advise the SOM of performance under the terms and conditions of the Contract

B. On Site Work Requirements

1. Location of Work

Work is to be performed at SOM-owned or leased facilities.

2. Hours of Operation:

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

3. Travel:

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

4. Additional Security and Background Check Requirements:

Contractor shall present certifications evidencing satisfactory Michigan SOM Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

1,202 SOM STAFF, ROLES, AND RESPONSIBILITIES

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

Executive Sponsors

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

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

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

Name	Agency/Division	Title	Phone/e-mail
David Wilson	DTMB Network and Telecommunications Services	Director	(517) 241-7552 WilsonD7@michigan.gov

Contract Compliance Manager

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

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

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

Name	Agency/Division	Title	Phone/e-mail
Scott Hall	DTMB Network and Telecommunications Services	Contract Compliance Manager	517-241-4255; halls9@michigan.gov

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

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

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

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

DTMB Contract Administrator

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

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

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

1.203 OTHER ROLES AND RESPONSIBILITIES

Reserved

1.300 Project Plan

1.301 CONTRACT MANAGEMENT

A. Orientation Meeting

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

B. Performance Review Meetings

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

C. Contract Control

- 1. The Contractor shall carry out this project under the direction and control of the **DTMB Network and Telecommunications Services Division**.
- 2. Within 20 business days of Contract execution, the Contractor shall submit a project plan to the State project manager(s) for final approval. This project plan must be in agreement with Schedule A, Section 1.104 Work and Deliverables.

1.302 RESERVED

1.400 Project Management

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

The Contractor's 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 shall approve the project plan, to include the Contractor's SOW, to-be built design and a price quote based on deliverables.

1.401 ISSUE MANAGEMENT

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

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

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

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

Level 1 - Contract Compliance Manager

Level 2 - DTMB Network and Telecommunications Service Manager

Level 3 - Infrastructure Services General Manager

(Note: Names must be defined at the Kickoff meeting.)

1.402 RISK MANAGEMENT

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

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

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

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

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

1.403 SERVICE CHANGE MANAGEMENT

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

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

During the course of a project, circumstances may dictate that a change is made to the scope of work, processes or services offered. Either the SOM or the Contractor can propose changes to the services provided by this contract. Changes can occur because of a change in the SOM's business requirements, advances in technology, or something as small as a new feature to a product or service. When change does occur, it shall be monitored, documented, tracked by the Contractor, at no additional cost to the SOM, and discussed in progress meetings. Documentation of change shall include at a minimum the reason the change was

requested, the effect on the solution, and changes to the project cost and schedule. This information shall be kept in the project change log, which forms part of the regular project status report.

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

1.500 Acceptance

1.501 CRITERIA

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

Document Deliverables Process

- 1. Documents are dated and in electronic format, compatible with State of Michigan software.
- 2. Draft documents are not accepted as final deliverables.
- 3. The documents must be reviewed and accepted in accordance with the requirements of the Contract and Appendices.
- 4. DTMB must review documents within a mutually agreed-upon timeframe.
 - a. Approvals must be written and signed by DTMB Project Manager.
 - b. Issues must be documented and submitted to the Contractor.
 - c. After issues are resolved or waived, the Contractor shall resubmit documents for approval within 30 days of receipt.

1.502 FINAL ACCEPTANCE

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

1.600 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

- 1. Firm, fixed price
 - Contractor(s) will be paid based upon the contracted fixed price.
 - Contractor(s) will submit monthly invoices for products and services delivered with documentation to explain all components of the billing as referenced in this Section (Invoicing).
- 2. For approved Time and Materials (T&M) work:
 - Contractor will provide a process for acquiring optional services on a time and materials basis.
 - Firm, fixed unit rates for T&M work to be provided with project proposal.
 - Contractor will submit monthly invoices for time and material services.
- 3. The parties agree that the Services/Deliverables to be rendered by Bidders pursuant to the Contract (and any future amendments of it) must be defined and described in detail in Statements of Work 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: Net 45 days.

Method of Payment

The contractors will be paid by the methods listed above. The Pricing Table(s) must be completed by the Contractor by submitting pricing information online through Buy4Michigan.com. Pricing information must be submitted in Schedule C – Local, Long Distance and Toll-Free Pricing Tables.

Travel

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

Invoicina

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

- Invoice Date
- Previous Period Payment Amount and Date
- Contract Number
- SOM Purchase Order Number
- Account Number
- Service Order Number and/or Item Codes
- · Contractor name, address, phone number
- Individual Service Description
- · Description of any commodities/hardware, including quantity ordered
- Date(s) of delivery and/or date(s) of installation and set-up
- · Start and end dates for the period
- Price for each item, or Contractor's list price for each item and applicable discounts
- Net invoice price for each item
- Shipping costs
- Other applicable charges
- Total invoice price
- Call Detail Records, including origination and termination numbers, start times, length of call (minutes of use), location (e.g. city and state), called party ID
- Payment terms, including any available prompt payment discount
- Any mandated regulatory fee(s) with mandate cited

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

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 shall 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 shall carry forward to the next billing invoice, following dispute resolution, as a pending balance due. Late charges shall not accrue while any invoiced charge is in dispute.

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

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

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

The SOM understands that it is required to pay mandated regulatory fees. All regulatory charges must be itemized, along with the related cite being listed.

The Contractor shall provide a list of regulatory fees and the specific cite requiring such fees be passed on to the SOM. When a regulatory fee is imposed or changed, a Contract Change Notice is required. Late fees will

not be paid by the SOM for regulatory fees imposed and billed prior to issuance of a Change Notice by DTMB Procurement.

1.602 RESERVED

II. Requirements

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

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Schedule B - Requirements

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4	a	د	16 (1975) 19 (1976) 1976 (1976	
Reg. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Yes (Y) No (N) With Modifications (W)	Comments
E-9-0-1	Services			
1.0	The Contractor must offer Measured Business I ines and features.	Σ	>	
2.0	The Contractor must offer Direct Inward Dialing (DID) lines and numbers.	M	>	
3.0	The Contractor must offer Direct Outward Dialing (DOD) lines and numbers.	M	>	The state of the s
4.0	The Contractor shall offer Foreign Exchange lines.	ш	>	
5.0	The Contractor shall offer Off Premise Extensions.	Ш	>	
6.0	The Contractor must offer ISDN Primary Rate	Σ	X	
7.0	The Contractor must offer ISDN Basic Rate Interface (BRI).	Σ	>	
8.0	The Contractor shall offer Session Initiated Protocol (SIP) trunking for both incoming and outsing voice traffic	Ш	>-	
9.0	The Contractor shall offer Optical Carrier (OC)	Ш	Υ	
9.1	The Contractor shall offer Digital Signal Level Zero (DS0) service.	ш	>	
9.2	The Contractor shall offer Digital Signal Level One (DS1) service.	ш	>	
9.3	The Contractor shall offer Digital Signal Level Three (DS3) service.	ш	\	
10.0	The Contractor shall provide number portability for telephone numbers transitioned to any carrier designated by the SOM.	Ш	>	

	- International Control of the Contr			
4	m	ပ	Ω	C. STEE COMMENT OF STEEL SEED STEEL STEEL SEED STEEL SEED STEEL SEED STEEL SEED STEEL SEED SEED STEEL SEED STEEL SEED SEED STEEL SEED STEEL SEED SEED SEED SEED SEED SEED SEED S
Red. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Response Yes (Y) No (N) With Modifications (W)	Commens
11.0	The Contractor must reserve and make available dedicated phone numbers for SOM	M	¥	
12.0	The Contractor shall be able to block any collect calls or 3rd party calls.	ш	>	A STATE OF THE STA
12.1	At the SOM's request, the Contractor shall be able to allow collect calls or 3 rd party calls.	Ш	λ	dentification of the state of t
13.0	The Contractor must provide caller identification services, including caller name and number.	M	>	
14.0	The Contractor shall provide automatic call distribution services that provide call queuing, holding calls until a trunk is available.	Ш	>	
15.0	The Contractor shall provide a feature that determines the route a call will take based upon predetermined rules and variables.	Ш	>	
15.1	The routing feature shall allow the routing patterns to be changed as a function of time of day	Ш	>	
16.0	The Contractor shall provide the ability for an end user to answer any call within an associated preset pickup group.	Ш	>	
17.0	The Contractor must restrict all SOM office lines with line equipment from dialing 900 and/or 976 calls unless the SOM requests that the restrictions be removed.	V	>	
18.0	The Contractor shall provide hardware, software and/or services that are ADA compliant.	Ш	>	
18.1	The Contractor shall either partner with such a service to make the hardware, software or services available to the state, or provide directly.	Ш	>	
	Local	Long Distanc	cal Long Distance and Toll-Free Services	Ces

	£			H. 1997 1997 1997 1997 1997 1997 1997 199
∢				
Req.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Yes (Y) No (N) With Modifications (W)	Comments
19.0	The Contractor must provide Intrastate, Interstate and International Long Distance Service throughout the state via switched and dedicated facilities.	Σ	>-	
20.0	The Contractor must be able to block collect calls or 3rd party calls.	Σ	>	- AMERICAN AND AND AND AND AND AND AND AND AND A
20.1	At the SOM's request, the Contractor must be able to allow collect calls or 3 rd party calls.	M	>	
21.0	The Contractor must provide Intrastate, Interstate and International Long Distance operator services either directly or through its subcontractors 24x7x365.	M	>	
22.0	The Contractor must provide Domestic Toll Free service, which shall be available from anywhere in the continental United States, Canada, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands to anywhere in the United States.	×	>	
23.0	The Contractor must provide Domestic Toll Free service offered with both switched and dedicated services.	W	>	
24.0	The Contractor must provide a routing service that will allow the SOM to have calls routed to different terminating locations based on the time of day a call is placed, the day of week a call is placed, and on the day of year a call is placed.	M	>-	
25.0	The Contractor must provide the ability to route calls to multiple different terminating locations based upon a State designated percentage distribution.	V	>	

	В	O	<u> </u>	B015(A10000000000000000000000000000000000
	Requirement	Mandatory (M) Expected (E) Optional (O)	Response Yes (Y) No (N) With Modifications (W)	Commence
a	The Contractor must provide Dialed Number Identification Service that identifies the specific toll-free number among multiple toll-free numbers terminating on the same Dedicated Access Line/T-1.	Σ	>	
l	The Contractor shall be able to configure call routing.	Ш	>	
I	The Contractor shall provide the ability to send overflow calls to a pre-determined terminating location.	ш	>	
	The Contractor shall provide overflow routing for dedicated access that will include multiple dedicated route choices with the ability to route to a final switched terminating location.	ш	>	
	The Contractor shall be able to reroute a number to another available switched or dedicated location after notification from the SOM.	Ш	>	
	The Contractor shall provide the ability to route calls to a new location if the original location is either busy or in a no answer condition.	Ш	>	
	The Contractor shall provide the ability to route calls based on originating call location.	Ш	>	
	The Contractor shall provide the ability for calls to terminate to multiple trunk groups in a single voice switch.	Ш	>-	
 	The Contractor's international toll free service shall allow the SOM to originate toll free calls from outside the domestic United States and from the Contractor's extended call coverage locations, which should include Canada, Alaska, Hawaii, Puerto Rico, Guam, and US Virgin Islands.	ш	>-	

\vdash	8	O O	Q	Ш
	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response Yes (Y) No (N) With Modifications (W)	Comments
	The Contractor shall provide the ability for callers to select where the call terminates via pre-recorded messages and touch tone options.	Ш	,	
	The Contractor shall allow the SOM to block calls from telephones identified as payphones.	Ш	Α	
	The Contractor shall be able to route SOM toll free numbers at the national 800/SMS database level to more than one carrier's network.	Ш	Å	
	The Contractor shall be able to block and/or reroute calls from specific originating areas defined by LATA, NPA, NAP/NXX, 10-digit ANI or state.	Ш	*	
	The Contractor shall provide the SOM the ability to transfer calls (calling party) to other locations during the same call.	Ш	,	
	The Contractor shall provide number portability for telephone numbers transitioned to any carrier designated by the SOM.	Ш	>	
	"Pass-through" fees that are not specifically mandated by a regulatory body must not be invoiced as a separate line item	Ш	>	
	Providers must cite (federal/state) statute requiring any itemized pass-through fees.	Ш	>	T Amin's Arry,

Schedule C - Cost

Table 1: Local Service Costs

*Recurring Charges to be entered as \$x.yyyyy per call or \$x.yyyyy per minute.

Flat rate per month for unlimited # of calls or unlimited minutes is preferred, if available.

Ö	Category	Unit Type (where applicable) Ex: Per Minute or Per Call	*Recurring Charges	Non-Recurring Installation Charges (If Applicable)	Expedite Fees, (if Applicable)	Comments (Bidder must explain how it arrived at the costs identified)
7	Service Definition NOT APPLICAB	ICABLE				
2,	Contract Transition Plan (Bidder to	ler to provide one	provide one-time costs, if applicable)	plicable)		A desirable control of the control o
	Transition-In Plan	N/A.	N/A			
	Transition-Out Plan	N/A	W/A		and delivery of the second sec	A A A A A A A A A A A A A A A A A A A
ಣ	Service Ordering (Bidder to add row	d rows as necessary)	iary)	A MARIAN AND AND AND AND AND AND AND AND AND A	Annananan mananan mengebengan pengengan pengen	
	Pre-Sales Support	N/A	N/A	Reserved	Reserved	and the second s
	Local Voice Service					
	Measured Business Lines (1MB, POTS)	Per Line	\$19.17	1 st Line 59.16 Additional Lines 29.99		Measured call rate applies
	PBX Trunk	PerLine	\$15.80	1 st Line 59.16 Additional Lines 29.99		Measured call rate applies

Comments (Bidder must explain how it arrived at the costs identified)	Measured call rate applies	Frontier is extending Grandfathered pricing structure for Centranet for existing accounts. Pricing structure from Contract Number 071B1300124 is detailed below Bidder Response section on this Schedule C. Measured Call Rate Applies	Measured Call Rate Applies	Only applicable to Measured Call Rate Services	Flat Rate Free Local Calling, Included Caller ID and Block of 100 DID	Flat Rate	For new block of DID Requested	A disposar	And the state of t		
Expedite Fees, (if Applicable)							- Andrews	-			
Non-Recurring Installation Charges (If Applicable)	1 st Line 59.16 Additional Lines 29,99	Varies based on product		N/A	0\$	\$120.00	\$100.00	\$200.00	\$250.00	\$250.00	\$450.00
*Recurring Charges	\$19.17	Included in Bidder Response Section Below	\$19.17	0.09000	\$319.00	\$71.54	\$15.00	\$30.52	\$43.33	\$91.29	\$172.19
Unit Type (where applicable) Ex: Per Minute	Per Line	See Bidders Response Section Below	Per Line	Per Call	Per ISDN PRI	Per ISDN BRI	Per 100 Block	Per 2-Wire Line	Per 4-Wire Line	Per 56K Line	Per Access Line
	Key Line	CENTRANET	COPT LINE - MEASURED RATE	Measured Call Rate	ISDN PRI	ISDN BRI	DID/DOD	2-Wire Special Access Line	4-Wire Special Access Line	56K Special Access Line	DS1 Special Access Line

No.	Category	Unit Type (where applicable) Ex: Per Minute or Per Call	*Recurring Charges	Non-Recurring Installation Charges (If Applicable)	Expedite Fees, (If Applicable)	Comments (Bidder must explain how it arrived at the costs identified)
	DS1 Clear Channel Charge	Per DS1	\$24.00	\$0	A. A	
	DS1 Special Transport	Per DS1	\$31.32	\$0	- далана и муницини	
	DS1 Mileage Charge	Per Mile	\$11.57	\$0		And an analysis of the state of
	DS3 Special Access Line	Per DS3	\$1,118.00	\$2500.00	i i i i i i i i i i i i i i i i i i i	Additional DS3 on OCX \$831.00 Additional DS3 Installation \$1000.00
	DS3 Special Transport	Per DS3	\$39.77	A CONTRACTOR OF THE CONTRACTOR	t to annual designation of the	The state of the s
	DS3 Mileage Charge	Per Mile	\$397.71		1 11111	A CONTRACTOR OF THE CONTRACTOR
	Remote Call Forwarding		\$25.99		**************************************	
	Ethernet Access Lines (EVPL, T1 NXT1)	Per T1	ICB			T1 Pricing is based on actual installation address. Number of NXT1's have to be cross checked for OSP availability.
	SIP Trunking	Per Call Path	\$9.00	\$0.00		Flat Rate Free Local Calling
	IP Connect = SIP Trunking + IAD (Managed Router that hands-off PRI or analog)	Per Call Path	\$9.00	\$0.00	And the second s	Can be delivered via analog handoff or PRI requires Managed Router/IP Connect Flat Rate Free Local Calling
	Managed Router/IP Connect	Per Device	\$75.00	\$0.00	1. A A SHARL AND A	Needed for Analog or PRI handoff of SIP for IP Connect service
	Inside Wire Maintenance	and a second sec	\$7.50			Annual Control of the
	Features on Local Services- Below	Annual services				

### Charges Charges (If Applicable) Charges Charges Charges	The second secon		Unit Type (where		Non-Recurring	2002	Comments	
And LISTING		Category		*Recurring Charges	Installation Charges (If Applicable)	CXpedite rees, (If Applicable)	(Bidder must explain how it arrived at the costs identified)	
Inaction of the point Name \$6.50 Any Calling \$5.50 By Calling \$4.60 Innt \$2.00 Innt \$2.00 Innt \$7.99 Ion only Voice Mail \$7.99 Ion only Voice Mail \$7.99 Ion only Voice Mail \$7.99 In Services - NOT \$7.99 Is services (Bidder to is as necessary) EXAMPLE: In Services (Bidder to is as necessary) Example: In Services (Bidder to is as necessary) Example: Texting Economy Offer Texting Premium Offer Exting Premium Offer Exting Enterprise Offer \$20.00	<u> </u>	ADDITIONAL LISTING	Per Listing	\$3.50				
innyCancel Call \$5.50 sy Calling \$3.85 lunt \$4.60 all \$2.00 all \$7.99 ion only Voice Mail \$7.99 M-BASIC \$3.95 ABLE EXAMPLE: I Services - NOT EXAMPLE: ABLE Example: I Services (Bidder to sa snecessary)		Caller ID/Caller ID with Name		\$6.50		and and Angular gray.	The state of the s	
ay Calling \$3.85 tunt \$4.60 all \$2.00 ion only Voice Mail \$7.99 ion only Voice Mail \$7.99 ion only Voice Mail \$7.99 M-BASIC \$3.95 Revices - NOT \$3.95 ABLE FXAMPLE: Is sar necessary) EXAMPLE: len sar necessary) EXAMPLE: len sar necessary) Exonomy Offer 1 Services (Bidder to labelia) \$4.99 2 Services (Bidder to labelia) \$4.99 2 Services (Bidder to labelia) \$4.99 3 Services (Bidder to labelia) \$50.00 3 Services (Bidder to labelia) \$50.00	1	Call Waiting/Cancel Call		\$5.50		A SALATON PROPERTY AND	And the state of t	
ASIC #3.95 ASIC #3.95 ASIC #3.95 ASIC #3.95 ASIC #3.95 ASIC #3.96 ASIC #3.96 ASIC #3.96 ASIC #3.96 ASIC #3.96 ASIC #3.99 ASIC #		Three Way Calling		\$3.85		AND	in a series of the series of t	
ce Mail \$2.00 -NOT \$3.95 -NOT \$3.90 -Saary) Example: Extension \$4.99 \$20.00 Premium Offer \$19.99 \$20.00 Premium Offer \$99.99 \$20.00 Enterprise \$99.99 \$20.00 Offer \$10.00 \$20.00		Rotary Hunt		\$4.60		- Land Control of the	Need Varies by Exchange	
\$7.99 \$7.99 \$3.95 \$3.95 \$3.95 \$3.95 \$3.95 \$3.95 \$3.95 \$3.95 \$3.95 \$3.95 \$3.90 \$3.9		Touch Call		\$2.00			Need Varies by Exchange	
- NOT (Bidder to sarry) EXAMPLE: Hourly Rate Hourly Rate Economy Offer \$4.99 Premium Offer \$19.99 Premium Offer \$99.99 Enterprise \$99.99 Enterprise Offer		Information only Voice Mail		\$7.99			And the state of t	
(Bidder to EXAMPLE: Hourly Rate Economy Offer \$4.99 Premium Offer \$99.99 Enterprise \$99.99 Enterprise Offer		ORYX VM-BASIC	And the state of t	\$3.95		Address;	1000	
EXAMPLE: Hourly Rate Economy Offer \$4.99 Premium Offer \$19.99 Enterprise \$99.99 Coffer		Support Services - NOT APPLICABLE	The state of the s	Land Control of the C				
EXAMPLE: Hourly Rate Economy Offer \$4.99 Premium Offer \$19.99 Enterprise \$99.99 Coffer		Optional Services (Bidder to add rows as necessary)						
Economy Offer \$4.99 Premium Offer \$99.99 Enterprise \$99.99 Offer		EXAMPLE: Circuit Demarcation Extension	EXAMPLE: Hourly Rate			Andrews .		
Premium Offer \$19.99 Enterprise Offer		Frontier Texting	Economy Offer	\$4.99	\$20.00	A AMERICAN AND AND AND AND AND AND AND AND AND A	The state of the s	
\$99.99 Enterprise Offer		Frontier Texting	Premium Offer	\$19.99	\$20.00			- 5
		Frontier Texting	Enterprise Offer	\$99.99	\$20.00			т
		A TOTAL OF THE TOT						

	Unit Type
9	6. Service Level Agreements – NOT APPLICABLE
7.	7. Reports (Bidder is to add rows as necessary)
	Special Reporting Per Request for reports not included in normal scope

Table 2: Long Distance and Toll-Free Service Costs

Flat rate per month for unlimited # of calls or unlimited minutes is preferred, if available.

Š	Category	Unit Type (where applicable)	Recurring	Non-Recurring Installation Chames	Expedite Fees,	Comments (Bidder must explain how it arrived at the
STATE OF THE STATE		Ex: Per Minute or Per Call		(If Applicable)		costs (dentified)
1,	Service Definition - NOT APPLICABLE	ICABLE				
2.	Contract Transition Plan (Bidder to	der to provide one	provide one-time costs, if applicable)	olicable)		
	Transition-In Plan	N/A	N/A			
	Transition-Out Plan	N/A	N/A			
_{ල්}	Service Ordering (Bidder to add rows as necessary)	d rows as necess	ary)			
	Pre-Sales Support	N/A	N/A	Reserved	Reserved	
	Long Distance Voice Service Switched +1	Per Minute	\$0.02000			
	Toll-Free Voice Service Switched TF	Per Minute	\$0.02950			

^{*}Recurring Charges to be entered as \$x.yyyyy per minute.

Comments (Bidder must explain how it arrived at the costs identified)				d-months.	a production of the state of th			11000000	Talanta Angelia	
Expedite Fees, (if Applicable)	T. C.				O A A A A A A A A A A A A A A A A A A A					
Non-Recurring Installation Charges (If Applicable)					Transport FT .			1995 T.		
Recurring Charges	\$0.01390	\$0.02750	- AMBELLANDERS		sary)	\$100.00				
Unit Type (where applicable) Ex: Per Minute or Per Call	Per Minute	Per Minute	See Rate Sheet	ICABLE	dd rows as necessary)	Hourly Rate	A TANKA A TANK	OT APPLICABLE	s as necessary)	1
Category	Long Distance Voice Service Dedicated +1	Toll-Free Voice Service Dedicated TF	International Calling	Support Services - NOT APPLICA	Optional Services (Bidder to add	Circuit Demarcation Extension	Annual Control of the	Service Level Agreements - NOT	Reports (Bidder is to add rows as necessary)	Special Reporting Per Request for reports not included in normal scope
ò				4.		က်		9.	7.	

Pricing Additional Information

MICHIGAN CENTRANET PRICING (Analog)

	Monthly		
	Recurring	Billing	
Local Line Rate	Charge	<u>180C</u>	Installation
First 25 Lines (2-25)	\$15.68	52171	\$29.22
Next 25 Lines (26-50)	\$12.18	51449	\$29.22
Next 50 Lines (51-100)	\$10.68	51525	\$29.22
Next 100 Lines(101-200)	\$9.18	51344	\$29.22
Each Additional Line (201+)	\$7.58	52269	\$29.22
Feature Package 500	\$1.10	22050	\$0.00
Feature Package 1000	\$2.00	85643	\$0.00
Feature Package 2000	\$2.20	53085	\$0.00
Feature Package 3000	\$3.25	67018	\$0.00
Interstate Access Charge	\$9.20	20075	\$0.00
Intrastate Access Charge	\$0.67	20077	\$0.00
Main Station Rate* - 12 Month	\$1.00	52973	\$15.39
Main Station Rate* - 60 Month	\$0.50	52979	\$0.00

	12	12 Month Contract	act		3	60 Month Contract		
Number of CentraNet Lines	FP 500	FP 1000	FP 2000	FP 3000	FP 500	FP 1000	FP 2000	FP 3000
First 25 Lines (2-25)	\$27.65	\$28.55	\$28.75	\$29.80	\$27.15	\$28.05	\$28.25	\$29.30
Next 25 Lines (26-50)	\$24.15	\$25.05	\$25.25	\$26.30	\$23.65	\$24.55	\$24.75	\$25.80
Next 50 Lines (51-100)	\$22.65	\$23.55	\$23.75	\$24.80	\$22.15	\$23.05	\$23.25	\$24.80
Next 100 Lines(101-200)	\$21.15	\$22.05	\$22.25	\$23.30	\$20.65	\$21.55	\$21.75	\$22.80
Each Additional Line (201+)	\$19.65	\$20.55	\$20.75	\$21.80	\$19.15	\$20.05	\$20.25	\$21.30

NOTES:

*Termination liability applies on the Main Station Rate only (per line, per month) for the contract period.

MICHIGAN CENTRANET PRICING (Digital) Monthly

Installation	\$29.22	\$29.22	\$29.22	\$29.22	\$29.22		\$30.75	\$30.75	\$30.75	\$30.75	\$30.75		\$0.00	\$0.00	\$0.00	\$30.00	\$30.00	\$30.00		
ISOC	52171	51449	51525	51344	52269		25251	25252	25253	13340	13242		13318	13342	13244	17469	13167	06663	21479	20217 20077
Recurring Charge	\$15.68	\$12.18	\$10.68	\$9.18	\$7.68	12 Month Rate	\$15.95	\$15.85	\$15.75	\$15.65	\$15.55	60 Month Rate	\$15,55	\$15.45	\$15.35	\$6.50	\$8.00	\$11.25	\$4.00	\$9.20 \$0.67
Morraly Local Line Rate	First 25 Lines (2-25)	Next 25 Lines (26-50)	Next 50 Lines (51-100)	Next 100 Lines(101-200)	Each Additional Line (201+)	Digital ISDN CentraNet Service Line	2 - 25 Lines	26 - 50 Lines	51 - 100 Lines	101 - 200 Lines	201 + Lines	Digital ISDN CentraNet Service Line	51 - 100 Lines	101 - 200 Lines	201 + Lines	MBKS Basic Feature Package	MBKS Deluxe Feature Package	MBKS 3000 Deluxe Feature Package	B-Voice, per line	Interstate Access Charge Intrastate Access Charge

· · · · · · · · · · · · · · · · · · ·	12 M	12 Month Confract		M 09	60 Month Contract	
Manufact of Director Control of 1000	MBKC Bacin	MRKS Dollive	MRKS 3000 Deluxe	MBKS Basic	MBKS Deluxe	MBKS 3000 Deluxe
Number of piges (2.25)	\$52.00	\$53.50	1	\$52.00	\$53.50	\$56.75
FIRST CO LINES (4723)	848 40	06 67%	\$53.15	\$48.40	\$49.90	\$53.15
Next 25 Littles (20-30)	00000	00.076	C 67 5 5	\$46 60	\$48.10	\$51.35
Next 50 Lines (51-100)	\$46.00	00.00	Sp. 1.00	0000		940.76
Next 100 Lines(101-200)	\$45.20	846.70	\$49.95	\$45.00	\$46.50	448.70
Each Additional Line (201+)	\$43.60	\$45.10	\$48.35	\$43.40	\$44.90	\$48.15

^{*}Termination liability applies on the Digital ISDN CentraNet Service

MICHIGAN CENTRANET PRICING (former Alltel Exchanges)

Installation \$12.00 \$12.00 \$12.00 \$12.00		
Billing <u>ISOC</u> 34521 34522 34523 34524 34524		
3 Year Monthly Rate \$21.00 \$20.00 \$19.00 \$18.00 \$17.00		
Billing 1SOC 34516 34517 34518 34520		
1 Year Monthly Rate \$22.00 \$21.00 \$20.00 \$19.00		
Billing 1 <u>SOC</u> 34514 34515	85643	75783 20077
Monthly Recurring <u>Charge</u> \$23.00 \$22.00	\$2.00	\$9.20 \$1.21
Local Line Rate First 25 Lines (2-25) Next 25 Lines (26-50) Next 50 Lines (51-100) Next 100 Lines(101-200) Each Additional Line (201+)	Feature Package 1000	Interstate Access Charge Intrastate Access Charge

36 Month Contract \$33.41 \$32.41 \$30.41 \$29.41 Feature Package 1000 12 Month Contract \$34.41 \$33,41 \$32.41 \$31.41 \$30.41 Month to Month \$34.41 \$34.41 \$35.41 \$34.41 \$34.41 Number of CentraNet Lines Each Additional Line (201+) Next 100 Lines(101-200) Next 50 Lines (51-100) Next 25 Lines (26-50) First 25 Lines (2-25)

NOTES:

*Termination liability applies on the Local Line Rate and the Main Station Rate only (per line, per month) for the contract period.

Centranet Pricing

PR

Description DS1 Facility - Flat Rate DS1 Facility - Measured PRI Access Voice Channel Activation-Flat Rate Voice Channel Activation- Measured Line Port Charge	1 Year Monthly Rate \$220.00 \$220.00 \$420.00 \$420.00 \$15.00 \$15.00 \$10.00	Billing ISOC 67031 67041 17170 17174 17175 30032	5 Year Monthly Rate \$180.00 \$180.00 \$340.00 \$15.00 \$5.00	Billing ISOC 67033 67043 17172 17174 17175 30032 74300	### Installation
Interstate access charge Intrastate access charge	\$46.00 \$3.35	/4300 50080	\$3.35	50080	\$0.00

NOTE: PRI can be ordered as Flat Rate or Measured. Flat Rate applies to voice calls only. Data calls are measured. Voice Channel Activation applies per channel activated.

International OCP Rates

To search for a particular Country...

- 1. Press Ctrl F (Find On This Page)
- 2. Type in the first few letters of the desired country
- 3. Select Direction of Search (Up or Down)
- 4. Hit enter to find next

OR

Use the Bookmark links below to go to desired country

<u>ABCDEFGHIJKLMNOPQRSTUVWYZ</u>

Land Termination

Mobile Termination

target date 09/18

Country & Country Code		Residential Pricing		Business Residential Pricing Pricing			Business Pricing	
A								
Afghanistan (93)	\$	2.3000	5	2,0000	\$	2.3000	\$	2,0000
Albania (355)	\$	1.0700	\$	0.8700	\$	1.0700	\$	0.8700
Algeria (213)	\$	0.4900	\$	0.5500		0.4900	\$	0.5500
American Samoa (684)	\$	0.3800	\$	0.4000	\$	0.3800	\$	0.4000
Andorra (376)	\$	0.4800		0.3600	\$	0.4800	\$	0.3600
Angola (244)	\$	1.4400	\$	1,1700	\$	1.4400	\$	1.1700
Anguilla (1-264)	\$	0.5600	\$	0.5000	\$	0.5600	\$	0.5000
Antartica - Casey Base (672)	\$	1.7100	\$	1.4700	\$	1.7100	\$	1.4700
Antartica - Scott Base (672)	\$	0,7300	\$	0.7300	\$	0.7300	\$	0.7300
Antigua (1-268)	\$	0.4600	\$	0.4400	\$	0.4600	\$ range designations record	0.4400
Argentina (54)	\$	0.2900	\$	0.4300	\$ \$	1,0000		1.0000
Armenia (374)	\$	0.7200	\$	0.7900	\$	0.7200	\$	0.7900
Aruba (297)	\$	0.4700	\$	0,3600	\$	0.4700	\$	0.3600
Ascension Island (247)	\$	1.2400	\$	0.8800	\$	1.2400	\$	0.8800
Atlantic Ocean Region (247)	\$	9.8700	\$	9,8700	\$	9.8700		9,8700
Australia - Land (61)	\$	0.1500	\$	0.1600	\$	0.5900	\$	0.5900
Austria (43)	\$	0.1700	\$	0.1700	\$	0.6700	\$	0.6700
Azerbaijan (994)	\$	0.8500	\$	0.9700	\$	0.8500	\$	0.9700
Bahamas (1-242)	\$	0.2400	\$	0,2900	\$	0.2400	\$	0.2900
Bahrain (973)	\$	0.6500	\$	0.6700	\$	0.6500	\$	0.6700
Bangladesh (880)	* **	0.6000	\$	0.9800	\$	1.0300	\$	1.0300

Barbados (1-246)	\$	0.5000	\$	0.4300	\$	0.5000	\$	0.4300
Belarus (375)	\$	0.3900		0,5700	\$	0.3900	\$	0.5700
Belgium - Land (32)	\$	0.1400	\$	0.1400	\$	0.6100	\$	0.6100
Belize (501)	\$	0.6200	\$	0.6300	\$	0.6200	\$	0.6300
Benin (229)	\$	0.7900	\$	0.7900	\$	0.7900	\$	0.7900
3ermuda (1-441)	\$	0.1900	\$	0.3100	\$	0.1900	\$	0.3100
3hutan (975)	\$	2.3500	\$	1.4500	\$	2.3500	\$	1.4500
Bolivia (591)	\$	0.5000		0.5300	\$	0.7400		0.7400
Bosnia & Herzegovina (387)	\$	0.3500	\$	0.6300	\$	0.3500	\$	0.6300
Botswana (267)	\$	0.8400	The control of the co	0.6500	\$	0.8400	The state of the s	0.6500
Brazil - Land (55)	\$	0.2400	\$	0,3400	\$	0.8700	\$	0.8700
British Virgin Islands (1- 284)	\$	0.4200	\$ 200	0.3600	\$	0.4200	\$	0.3600
Brunei (673)	\$	0.8600	\$	0.6700	\$	0.8600	\$	0.6700
Bulgaria (359)	\$-	0.3700	Section of the sectio	0.5100	\$	0.3700	And the second s	0.5100
Burkina Faso (226)	\$	1.0800	\$	0.9500	\$	1.0800	\$	0.9500
Burundi (257)	\$	1.8500	\$	1.3900	\$	1,8500	\$	1.3900
× man								
Cambodia (855)	\$	2.2800	\$	1.7000	\$	2.2800	\$	1.7000
Cameroon (237)	\$	0.5100	,	0.7900	\$	0.5100		0.7900
Canada (1)	\$	0.0700	\$	0.0700	\$	0.0700	\$	0.0700
Cape Verde Islands (238)	\$	0.8200	\$	0.6800	\$-	0.8200		0,6800
Cayman Islands (1-345)	\$	0.2500	\$	0.3600	\$	0.2500	\$	0.3600
Central African Rep (236)	\$	1,4700	\$	1,2500		1.4700		1.2500
Chad (235)	\$	2.4100	\$	1.9400	\$	2.4100	\$	1.9400
Chile-Land (56)	\$	0.2400	\$	0.3300	\$	0.5900	\$	0,5900
China - Land (86)	\$	0.2500	\$	0.3700	\$	0.7100	\$	0.7100
Christmas Island (61)	\$	0,5700	\$	0.5700		0.5700	•	0,5700
Cocos Island (61)	\$	0.5700	\$	0.5700	\$	0.5700	\$	0.5700
Colombia-Land (57)	\$	0.2900	\$	0.4300	\$.	0.9200	**************************************	0,9200
Comoros (269)	\$	3.5000	\$	2.7900	\$	3.5000	\$	2.7900
Congo (242)	\$	0.9800	\$	0.8800	\$	0.9800	\$	0.8800
Cook Islands (682)	\$	1.7000	\$	1.4100	\$	1.7000	\$	1.4100
Costa Rica (506)	\$	0.2800	\$	0.3700	\$	0.7100	\$	0.7100
Croatia (385)	\$	0.3500	\$`	0.4400	\$	0.3500	\$	0.4400
Cuba (53)	\$	1,4100	\$	1,4100	\$	1.4100	\$	1.4100
Cyprus (357)	\$	0.5600	\$	0.4700	\$	1.7900	\$	1.7900
Czech Republic (420)	\$	0.2900	\$	0.4500	\$	0.8600	\$	0.8600
X		,						

Denmark Land (45)	\$	0.1500	\$	0.1500	\$	0.5900	\$	0.5900
Diego Garcia (246)	\$	1,5200	\$	1,3300	\$	1.5200	\$	1,3300
Djibouti (253)	\$	1.0100	\$	0.8600	\$	1.0100	\$	0.8600
Dominica (1-767)	\$	0.5500		0.4700	\$	0.5500	.	0.4700
Dominican Republic (1- 809)	\$	0.2800	* \$	0.3700	\$	0.2800	\$	0.3700
×								
Ecuador Land (593)		0.4200		0.5200		0.7100	\$	0.7100
Egypt (20)	\$	0.5200	\$	0.6300	\$	0.9700	\$	0.9700
El Salvador (503)	\$	0.2900	Samuel Samuel Control	0.4400	######################################	0.5600	\$	0.5600
Equatorial Guinea (240)	\$	2.5500	\$	2.0400	\$	2.5500	\$	2.0400
Eritrea (291)	\$	1.2400	\$	1.2400	\$	1.2400	(1) (\$	1.2400
Estonia (372)	\$	0.6700	\$	0.7200	\$	1.0500	\$	1.0500
Ethiopia (251)	\$	1.2800	*	1.2800	\$	1,2800	\$ 2000	1.2800
	2 1 1 2 2 3 1 2 2 2 2 2 2 2 2 2 2 2 2 2	4		· · · · · · · · · · · · · · · · · · ·				
Faeroe Islands (298)	\$	0.6900	\$	0.4500	\$	0.6900	\$	0.4500
Falkland Islands (500)	\$	1.3100	\$	1.1700		1,3100		1.1700
Fiji Islands (679)	\$	0.8100	\$	0.8500	\$	0.8100	\$	0.8500
Finland (358)	\$	0.1500	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	0.1500	\$	0.5800	\$	0.5800
France - Land (33)	\$	0.1400	\$	0.1400	\$	0.6500	\$	0.6500
French Antilles (596)	\$	0.6600		0.5100	\$	0.6600	S 5	0,5100
French Guiana (594)	\$	0.6700	\$	0.5100	\$	0.6700	\$	0.5100
French Polynesia (689)	\$	1,3200		1.0500		1.3200		1,0500
x								,
G								
Gabon Republic (241)	\$	1.1500	\$	0.8600	\$	1.1500	\$	0.8600
Gambia (220)	\$	0.6200	manifestation of the proposition of the control of	0.6200	\$	0.6200		0,6200
Georgia (995)	\$	0.7700	\$	0.8200	\$	0.7700	\$	0.8200
Germany-Land (49)	\$	0.1400	\$	0,1400	\$	0,5800	\$	0.5800
Ghana (233)	\$	0.5600	\$ \$	0.5700	\$	0.5600	\$	0.5700
Gibraltar (350)	\$	1.0300	\$	0.8100	\$	1,0300		0.8100
Greece (30)	\$ \$	0.1700	**************************************	0.1900	\$	0.7100	\$	0.7100
Greenland (299)	\$	0.5900		0.5100		0.5900		0,5100
Grenada (1-473)	\$ \$	0.5200	\$	0.5200	\$	0.5200	\$	0.5200
Guadeloupe (590)	\$	0.6200	\$	0.5000	\$	0.6200	\$.	0.5000
Guantanamo Bay (5399)	A transmin	1.4900	\$	1.4900	\$	1.4900	\$	1.4900
Guatemala (502)	\$	0.4000	\$	0.4800	*	0.7100	*	0.7100
Guinea (224)	\$	1.0700	\$	0.6800	\$	1.0700	\$	0.6800
Guinea Bissau (245)	\$	2.1000	**************************************	1.3100	\$	2,1000		1.3100
Guyana (592)	\$	1.1700	\$	1.1700	\$	1.1700	\$	1.1700

× Secretary:								
laiti (509)	\$	0.5500	Manager Control	0.6700		0.9900	\$	0.9900
londuras (504)	\$	0.6600	\$	0.6600	\$	0.6600	\$	0.6600
long Kong - Land (852	eni menenge	0,1000	\$	0.1700	\$	0.7100		0.7100
lungary (36)	\$	0.2900	\$	0.4200	\$	0.2900	\$	0.4200
X Forms								
		0.4900	\$	0.4100	\$	1,4800	\$	1,4800
celand (354)	\$	0.7600	\$	0.7600	\$	1.0100	\$	1.0100
(ndia (91)	\$	0,3500	CONTRACTOR CONTRACTOR	0.4800	* *	0.5900	***************************************	0.5900
(ndonesia (62)	\$	0.7900	\$	1.0400	\$	0.7900	\$	1.0400
(ran (98)	\$	701211111111000000000000000000	\$ 	1.5200		1.5200	Control of the Contro	1,5200
(rag (964)		1.5200		0.1500	\$	0.5300	\$	0,5300
(reland - Land (353)	\$	0.1500	\$ 	0.1300	# # # # # # # # # # # # # # # # # # # #	0.5900		0,5900
Israel - Land (972)	\$	0.1700	\$		ared febreral	0.6100	\$	0.6100
(taly - Land (39)	\$	0.1500	\$ 	0.1500	\$ 	0.7700		0.9800
Ivory Coast (225)	\$	0.7700		0.9800	\$ 7	0.7700		
×								
Jamaica (1-876)	\$	0.5000	\$	0.6300	\$	0.5000	\$	0.6300
Japan - Land (81)	\$	0.1400		0.1400	\$	0.5900	\$	0.5900
Jordan (962)	\$	0.7200	\$	0.8200	\$	0.7200	\$	0.8200
×								
Kemangaran								
Kazakhstan (7)	\$	0.4900	\$	0.4900	\$	0.4900		0.4900
Kenya (254)	\$	0.7900	\$	0.7900	\$	0.7900	\$	0.7900
Kiribati (686)	\$	1.3900	\$	1.0500		1,3900		1,0500
Korea (North) (850)	\$	2.9200	\$	2.5700	\$	2.9200	\$	2.5700
Kuwait (965)		0,4700	\$	0.7400	\$	1,4000		1.4000
Kyrgyzstan (996)	\$ \$	0.4900	\$	0.8700	\$	0.4900	\$	0.8700
	Ψ	0,500	*		•			
× source:								
Laos (856)	\$	2.3800	And the second s	1.9200	.	2.3800	.	1,9200
Latvia (371)	\$	0.3500	\$ 	0.7400	\$ 	0.3500	\$	0.7400
Lebanon (961)	\$	0.5500	\$	0.9500	.	1,9000	.	1.9000
Lesotho (266)	\$	0.8400	\$	0.6700	\$	0.8400	\$	0.6700
Liberia (231)	\$	0.5900	\$	0.5900	\$	0,5900	\$	0.5900
Libya (218)	\$	0.9600	\$	0.7600	\$	0.9600	\$	0.7600
Liechtenstein (423)	\$	0.1500	\$	0,1500	\$	0.1500	\$	0,1500
Lithuania (370)	\$	0.3800	\$	0.9500	\$	0.3800	\$	0.9500

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<u></u>								
Macao (853)	\$	0.7700	\$	0.6100	\$	0.7700	\$	0.6100
Macedonia (389)		0.5900		0.4900	\$	0.5900		0.4900
Madagscar (261)	\$	2.2000	\$	1.7600	\$	3.3600	\$	3.3600
Malawi (265)	5	0.4900	Section of the sectio	0.5700		0.4900		0.5700
Malaysia - Land (60)	\$	0.1800	\$	0.3800	\$	0.5900	\$	0.5900
Maldives (960)	\$	-1.4700	5	1.1400	\$	1,4700	\$ 5	1.1400
Mali Republic (223)	\$	1.1500	\$	1.1500	\$	1.1500	\$	1.1500
Malta (356)		0.7200	7. mm (200) 7. mm	0.5700	\$	0.7200		0,5700
Marshall Islands (692)	\$	0.7400	\$	0.6100	\$	0.7400	\$	0.6100
Mauritania (222)	\$	0.9900		0.8200	\$	0.9900	\$	0.8200
Mauritius (230)	\$	1.2300	\$	0.9800	\$	1.2300	\$	0.9800
Mayotte Island (269)	\$ \$ 3	3,5000	:	2.7900	:::	3,5000	* ***********************************	2,7900
Mexico 1-3 (52)	\$	0.2500	\$	0.2500	\$	0.2500	\$	0.2500
Mexico 4-8 (52)		0,2500		0.2500	•	0.2500	\$	0.2500
Micronesia (691)	\$	0.8500	\$	0.8500	\$	0.8500	\$	0.8500
Moldova (373)	\$	0.4900		0.9700	**************************************	0.4900		0.9700
Monaco (377)	\$	0.1600	\$	0.1900	\$	0.1600	\$	0.1900
Mongolia (976)	\$	1.6600	\$	1.3400	\$	1.6600	\$	1.3400
Montserrat (1-664)	\$	0.7400	\$	0.7400	\$	0.7400	\$	0.7400
Morocco (212)	\$	0.6900		0.6900	5	0.6900	**************************************	0.6900
Mozambique (258)	\$	1.2500	\$	1.0000	\$	1.2500	\$	1.0000
Myanmar (95)	\$	2.6500		1.7000		2.6500	**************************************	1.7000
x green								
N								
Namibia (264)	\$	0.8000	\$	0.6300	\$	0.8000	\$	0.6300
Nauru (674)	\$	1.1400	The state of the s	1.0700	. [\$	1,1400	And the second s	1.0700
Nepal (977)	\$	1.2700	\$	1.0200	\$	1.2700	\$	1.0200
Netherlands - Land (31) \$	0.1400	\$	0.1400	\$	0.6100	\$	0.6100
Netherlands Antilles (599)	\$	0.4000	\$	0.3900	\$	0.6100	\$	0.6100
New Caledonia (687)	\$	1.4200	\$	1.1400	\$	1.4200	\$	1,1400
New Zealand - Land (64)	\$	0.1500	\$	0.2100	\$	1.6700	\$	1.6700
Nicaragua (505)	\$	0,5300	\$ = -	0.5300	\$	0.5300	\$	0,5300
Niger (227)	\$	0.9200	\$	0.7200	\$	0.9200	\$	0.7200
Nigeria (234)	\$	0.7400		0.7400	\$	0.7400		0.7400
Niue Island (683)	\$	1.9900	\$	1.9900	\$	1.9900	\$	1.9900
Norfolk Island (672)	\$.	1,7100	\$	1,4700	\$	1.7100	F. Commission	1.4700
Norway - Land (47)	\$	0.1500	\$	0.1500	\$	0.5900	\$	0.5900

)man (968)	\$	1.0500	\$	0.8700	\$	1.0500		0.8700
[x] ======			·					
Pakistan (92)	\$	0.7400	\$	0.7400	\$	1.1300	\$	1.13000
alau (680)	.	1.2700	\$	1,0200	\$	1.2700	\$ 2000	1.0200
alestine (970)	\$	0.1700	\$	0.3700	\$	0.1700	\$	0.3700
anama (507)	\$	0.3500		0,4700	\$	0.7100	\$	0.7100
apua New Guinea	\$	1.0500	\$	0.8200	\$	1.0500	\$	0.8200
675) 'araguay (595)	\$	0.4500	Control of the Contro	0,5200	= 4	0.4500		0.5200
eru (51)	\$ \$	0.3500	\$	0.4500	\$	0.6700	\$	0.6700
hilippines-Land (10)	\$	0.2400	\$	0.3900		0.7100	\$	0.7100
Poland Land (48)	\$	0.2800	\$	0.3600	\$	0.7100	\$	0.7100
Portugal - Land (351)	\$	0.2100		0.2100		0.7100	The second secon	0.7100
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× ····································								
						0.9400	\$	0.8300
2atar (974)	\$	0.9400	\$	0.8300	\$	0.9400	₹	0.5500
x								
							Committee and Scientific Science Committee	
teunion Island (262)	\$	1,0100	\$	0.7900	\$	1.0100	\$	0.7900
Romania (40)	\$	0.4300	\$	0.6700	\$	0.4300	\$	0.6700
Russia (7)	\$	0,2400		0.2900	\$	0.2400	\$	0.2900
Rwanda (250)	\$	1.1800	\$	0.9800	\$	1.1800	\$	0.9800
× some								
San Marino (378)	\$	1,1000	Š	0.6100	\$	1.1000	\$	0.6100
Sao Tome (239)	\$ \$	1.5500	<u>\$</u>	1.2400	\$	1.5500	\$	1.2400
Saudia Arabia (966)	, ,	0.4900		0.7300	5 .	0.4900		0.7300
Senegal (221)	\$	0.7700	\$	1.1300	**************************************	0.7700	\$	1.1300
Seychelles Island (248)		1,4700		1.1800	.	1.4700	\$	1.1800
Sjerra Leone (232)	\$ \$	0.6600	\$	0.7900	\$	0.6600	\$	0.7900
Singapore Land (65)	* *	0.1400	\$	0.2400	\$	1.2400	\$ 1 mm 2 mg 1 mg 1 mg 1 mg 1 mg 1 mg 1 mg	1.2400
Slovakia (421)	# ************************************	0,2500	\$	0.4900	\$	0.2500	\$	0.4900
Slovenia (386)	,	0.5700	\$	0.4700	.	0.8800	\$	0.8800
Solomon Island (677)	\$ \$	1.2600	\$	1,0000	\$	1.2600	\$	1.0000
Somalia (252)	, ,	1.9000	\$	1.9000	\$	1.9000	\$	1.9000
South Africa (27)	*	0.3900	\$	0.3800	\$	0.7100	\$	0.7100
South Korea-Land (82)	* ************************************	0,1500		0.1900	\$	0.7100	\$	0.7100
Spain - Land (34)	\$	0.1500	\$	0.1500	\$	0.5500	\$	0.5500
Sri Lanka (94)	* ***	1,0400		0.8900	\$	1.0400	1	0.8900
St. Helena (290)	* **	1.1300	\$	0.9800	********** \$	1.1300	\$	0.9800
St. Helena (290) St. Kitts & Nevis (1-869	eri neres	0,4600	\$	0.4200	\$	0.4600	\$	0,4200

St. Lucia (1-758)	\$	0.4100	\$	0.4400	\$	0.4100	\$	0.4400
St. Pierre & Miquelon	*******	0.4900	\$	0.4000	\$	0,4900	\$	0.4000
508) St. Vincent (1-784)	\$	0.5800	\$	0.5200	\$	0.5800	\$	0.5200
Sudan (249)	\$	0.9100		1,0800	\$	0.9100	The course of th	1.0800
Suriname (597)	\$	1.2300	\$ \$	1.0300	\$	1.2300	\$	1.0300
Swaziland (268)	.	0.7600		0.6000		0.7600	\$	0,6000
Sweden - Land (46)	\$ \$	0.1400	\$	0.1400	\$	0.5900	\$	0.5900
Switzerland - Land (41)	* \$	0.1400		0.1400	3 3 3	0,5400	\$ 2000	0,5400
Syria (963)	\$ \$	0.8900	\$	0.9900	\$	0.8900	\$	0.9900
	*	•	•					
× Francis								
								0,4600
radjikistan (992)	5	0,4600	***************************************	0.4600	\$	0.4600	(0.5900
Taiwan - Land (886)	\$	0.1200	\$	0.2200	\$ (888) (8 88)	0.5900	\$ 	The second secon
Tanzania (255)	\$	0.5100		0.8000	\$	0.5100	.	0.8000
Thailand (66)	\$	0.3100	\$	0.3900	\$	0.3100	\$	0.3900
Togo (228)	\$	1.0900	14. 14. 14. 14. 14. 14. 14. 14. 14. 14.	0.9100	. (5 .)	1.0900		0.9100
Tonga (676)	\$	1.5300	\$	1.2300	\$	1.5300	\$	1.2300
Trinidad & Tabago (1- 868)	\$	0.3900		0.5000	\$	0.3900	\$	0.5000
Tunisia (216)	\$	0.5200	\$	0.6200	\$	0.5200	\$	0.6200
Turkey (90)	\$	0.4500	· •	0.4900	* \$	0.7100	\$	0.7100
Turkmenistan (993)	\$	0.5500	\$	0.8800	\$	0.5500	\$	0.8800
Turks & Caicos (1-649)	\$	0.5300	\$	0.4900	1.5	0,5300	\$	0,4900
Tuvalu (688)	\$	1.7900	\$	1.4400	\$	1.7900	\$	1.4400
×								
		0.4000		0.6400	\$	0,4900	\$	0.6400
Uganda (256)	.	0.4900	\$	0,5700	\$	0.4000	**************************************	0.5700
Ukraine (380)	\$	0,4000	\$		Ψ 555.41.51	manage () and the self-self-self-self-self-self-self-self-	Constitution of the consti	0,5300
United Arab Emirates (971)	\$	0.4200	\$	0.5300	5	0.4200	P	
United Kingdom - Land (44)	\$	0.0900	\$	0.0900	\$	0.5900	\$	0.5900
(44) Uruguay (598)	\$	0.4000	\$	0,4900	*	0.4000	\$	0.4900
Uzbekistan (998)	\$	0.4500	\$	0.3900	\$	0.4500	\$	0.3900
N Section (Jacob	•		•					
				2,1400		2,3300	ŝ	2,1400
Vanuatu (678)	\$	2.3300	\$	Approximately and the second s			Company of the Compan	0.2000
Vatican City (39)	\$	0.2000	\$	0.2000	\$ 	0.2000 0.8600	\$ 	0.8600
Venenzuela (58)	\$	0.3400	\$	0,3400	- 4	0.8600	7	1.6600
Vietnam (84)	\$	1.2400	\$	1.2400	\$	1.6600	\$	1.0000
X					THE ROLL OF THE PERSON NAMED IN			
W								
Wallis & Futuna (681)	\$	2.2900	\$ 300	2.2800	\$	2.2900	\$	2.2800

Western Sahara (0)	\$	0.8000	\$ 0.8000	\$	0.8000	\$	0.8000
Western Samoa (685)	**************************************	1.0300	0.8700	\$	1,0300	\$	0.8700
×							
Y					All Section 1995		
Yemen Arab Republic (967)	\$	1.0700	\$ 1.0700	\$	1.0700	\$	1.0700
Yugoslavia v(381)		0.4500	0.6300	\$	0.4500	\$	0.6300
X SWEET							
7.							
Zaire (243)	\$	0.7100	\$ 0.7100	\$	0.7100	\$	0.7100
Zambia (260)		0.6900	0.7000	**************************************	0.6900	3	0.7000
Zimbabwe(263)	\$	0.4700	\$ 0.6200	\$	0.4700	\$	0.6200

Terms and Conditions

2.000 Contract Structure and Term

Bidder is required to respond to each term with a statement of acknowledgement/acceptance. Requested modifications in language must be presented via track changes in the associated clause with the RFP response. Global statements indicating that terms will be negotiated upon contract award will be considered "non-responsive" and the entire proposal may be disqualified as such. An excessive number of exceptions/modifications to SOM terms and conditions may also be considered as "non-responsive".

2.001 CONTRACT TERM

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

2.002 OPTIONS TO RENEW

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

2.003 LEGAL EFFECT

Contractor accepts this Contract by signing two copies of the Contract and returning them to the DTMB-Procurement. The Contractor is expected to 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 is expected to not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against the Contract has been issued.

2.004 ATTACHMENTS & EXHIBITS

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 ORDERING

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying 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.

2.006 ORDER OF PRECEDENCE

The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by Section 2.005.

In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work is expected to take precedence (as to that Statement of Work only), provided, however, that a Statement of Work may not modify or amend the terms of the Contract. The Contract may be modified or amended only by a formal Contract amendment.

2.007 HEADINGS

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

2.008 FORM, FUNCTION & UTILITY

If the Contract is for use of more than one State agency and if the Deliverable/Service does not 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.

2.009 REFORMATION AND SEVERABILITY

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

2.010 Consents and Approvals

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

2.011 NO WAIVER OF DEFAULT

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

2.012 SURVIVAL

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

2.020 Contract Administration

2.021 ISSUING OFFICE

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

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

2.022 CONTRACT COMPLIANCE INSPECTOR

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

Scott Hall

Department of Technology, Management and Budget Network and Telecommunications Services Division

517.241.4255 halls9@michigan.gov

2.023 PROJECT MANAGER

The following individual will oversee the project:

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

2.024 CHANGE REQUESTS

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor is expected to 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 is expected to 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 is expected to 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 is expected to 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 is expected to 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 is expected to be subject to competitive bidding based upon the specifications.

- (a) 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 is expected to submit a written request for Contractor to furnish a
 proposal for carrying out the requested Change (a "Change Request").
- (b) Contractor Recommendation for Change Requests:
 Contractor is expected to be entitled to propose a Change to the State, on its own initiative, should
 Contractor believe the proposed Change would benefit the Contract.
- (c) Upon receipt of a Change Request or on its own initiative, Contractor is expected to examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and is expected to submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal is expected to include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates is expected to apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it is expected to communicate its opinion to

the State but is expected to nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

- (d) By giving Contractor written notice within a reasonable time, the State is expected to 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").
- (e) No proposed Change is expected to 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.
- (f) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 NOTICES

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

If to State:	If to Contractor:	
Scott Hall Contract Compliance Manager 608 W. Allegan Lansing, MI 48913 halls9@michigan.gov 517-241-4255	Justin Clark General Manager 860 Terrace St. Muskegon, MI 49440 justin.clark@ftr.com 231.727.1000	

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

2.026 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.

2.027 RELATIONSHIP OF THE PARTIES

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

2.028 COVENANT OF GOOD FAITH

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

2.029 ASSIGNMENTS

CONTRACT NO. 071B6600083

Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.

2.030 CHANGE OF CONTROL

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

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

2.030 General Provisions

2.031 ADMINISTRATIVE FEE AND REPORTING

The Contractor must remit an administrative fee of 1% on all payments remitted to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments is expected to 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.

2.032 MEDIA RELEASES

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

2.033 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.

2.034 PERMITS

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services.

2.035 WEBSITE INCORPORATION

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

2.036 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.

2.037 FREEDOM OF INFORMATION

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

2.038 DISASTER RECOVERY

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract is expected to provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 FIXED PRICES FOR SERVICES/DELIVERABLES

Each Statement of Work or Purchase Order issued under this Contract is expected to 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.

2.042 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 is expected to negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 SERVICES/DELIVERABLES COVERED

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

2.044 INVOICING AND PAYMENT - IN GENERAL

- (a) Each Statement of Work issued under this Contract is expected to list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided and payment amounts.
- (b) Each Contractor invoice is expected to 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 is expected to 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 is expected to 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) All invoices should reflect actual work done. Specific details of invoices and payments is expected to be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Procurement, Department of Technology, Management and Budget. This activity is expected to 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) are expected to be mutually agreed 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 is expected to be forwarded to the designated representative by the 15th day of the following month.

2.045 PRO-RATION

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

2.046 ANTITRUST ASSIGNMENT

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

2.047 FINAL PAYMENT

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor is expected to 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. Contractor's acceptance of final payment by the State under this Contract is expected to constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 ELECTRONIC PAYMENT REQUIREMENT

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

2.050 Taxes

2.051 EMPLOYMENT TAXES

Contractor is expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 SALES AND USE TAXES

Contractor is expected to register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. 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

2.061 CONTRACTOR PERSONNEL QUALIFICATIONS

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

2.062 CONTRACTOR KEY PERSONNEL

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

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

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

2.064 RESERVED

2.065 CONTRACTOR IDENTIFICATION

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

2.066 COOPERATION WITH THIRD PARTIES

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor is expected to 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 is expected to 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.

2.067 CONTRACT MANAGEMENT RESPONSIBILITIES

Contractor is expected to 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 is expected to have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract.

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

2.068 RESERVED

2.070 Subcontracting by Contractor

2.071 CONTRACTOR FULL RESPONSIBILITY

Contractor is expected to have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State is expected to consider Contractor to be the sole point of contact with

regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 STATE CONSENT TO DELEGATION

Contractor is expected to not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Procurement has given written consent to such delegation. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. The State is expected to have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request is expected to be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request is expected to be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor is expected to be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State is expected to agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work is expected to not be counted for a time agreed upon by the parties.

2.073 SUBCONTRACTOR BOUND TO CONTRACT

In any subcontracts entered into by Contractor for the performance of the Services, Contractor is expected to 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 State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is expected to be the responsibility of Contractor, and Contractor is expected to remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor is expected to make all payments to Subcontractors or suppliers of Contractor. The State is expected to not be obligated to direct payments for the Services other than to Contractor.

2.074 FLOW DOWN

Except where specifically approved in writing by the State on a case-by-case basis, Contractor is expected to flow down the obligations in Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200 in all of its agreements with any Subcontractors.

2.075 RESERVED

2.080 State Responsibilities

2.081 RESERVED

2.082 RESERVED

2.090 Security

2.091 BACKGROUND CHECKS

On a case-by-case basis, the State may investigate the Contractor's 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 is expected to be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations is expected to include Michigan State Police Background checks (ICHAT) 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. Any request for background checks is expected to be initiated by the State and is expected to be reasonably related to the type of work requested.

Contractor is responsible for all costs associated with the requested background checks.

2.100 Confidentiality

2.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and is expected to 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 (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 is expected to 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 is expected to (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 is expected to 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, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 RESERVED

2.104 EXCLUSIONS

Notwithstanding the foregoing, the provisions in this Section is expected to 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 is expected to 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 the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State is expected to cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 72 hours of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 RESPECTIVE OBLIGATIONS

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

2.110 Records and Inspections

2.111 RESERVED

2.112 RETENTION OF RECORDS

- (a) The Contractor must retain all financial and accounting records related to this Contract for a period of five (5) years after the Contractor performs any work under this Contract (Audit Period).
- (b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.113 EXAMINATION OF RECORDS

- (a) The State, upon 10 days' notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.
- (b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract is expected to be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

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 report specifies 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 on the next invoice and subsequent invoices until the amount is paid or refunded in full. 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 audit costs.

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 or exceed 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) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under neither this Contract, nor their use by the State is expected to infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) 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.
- (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 within two days of 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 financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other

information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.

- (I) 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, commissions, boards, or agencies. 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.

2.122 WARRANTY OF MERCHANTABILITY

Goods provided by Contractor under this agreement is expected to be merchantable. All goods provided under this Contract is expected to be of good quality within the description given by the State, is expected to be fit for their ordinary purpose, is expected to be adequately contained and packaged within the description given by the State, is expected to conform to the agreed upon specifications, and is expected to conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 RESERVED

2.124 WARRANTY OF TITLE

Contractor is expected to, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor is expected to be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, is expected to be delivered free of any rightful claim of any third person by of infringement or the like.

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, is expected to 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 is expected to remain consistent for the term of the Contract, unless DTMB-Procurement has approved a Change Order pursuant to Section 2.024.

2.128 CONSEQUENCES FOR BREACH

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

2.130 Insurance

2.131 LIABILITY INSURANCE

Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance, subject to the insurance policies' terms, conditions and exclusions; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A-" or better and a

financial size of VII or better or the equivalent rating from a nationally recognized rating firm as approved by the State.

Insurance Type	Additional Requirements
Commercial General Li	ability Insurance
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0, or an equivalent form as approved by the State.
Umbrella or Excess	Liability Insurance
Minimal Limits: \$5,000,000 General Aggregate	Contractor must name "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liabil	ity Insurance
Minimal Limits: \$1,000,000 Per Occurrence	
Workers' Compensa	tion Insurance
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liabili	ty Insurance
Minimal Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

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

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) ensure that its subcontractors maintain policies of insurance that are appropriate for the type and level of service being provided; (c) notify the Contract Administrator within 20 business days if any insurance is cancelled; and (d) waive its right to recover against the State for damages that are covered by the insurance policies the Contractor is required to maintain under this Section. Failure to maintain the required insurance does not limit this waiver.

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

2.140 Indemnification

2.141 GENERAL INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this

Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 CODE INDEMNIFICATION

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

2.143 EMPLOYEE INDEMNIFICATION

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

2.144 PATENT/COPYRIGHT INFRINGEMENT INDEMNIFICATION

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 CONTINUATION OF INDEMNIFICATION OBLIGATIONS

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 INDEMNIFICATION PROCEDURES

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it is expected to seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the

Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

- If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, 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.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 NOTICE AND RIGHT TO CURE

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State is expected to 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 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 this contract, for cause, 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), or (ii) fails to cure a breach within the 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 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 is expected to 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 any SOW/RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. If the State chooses to terminate this Contract for convenience, in whole or in part, prior to Contractor recouping its cost and expenditures and providing the affected Services, the State will pay for all actual and verified costs that have not been recouped by the Contractor at time of termination. If the parties cannot verify such costs, the parties will enter dispute resolution under Section 2.190 to determine the actual cost owed to Contractor. 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 is expected to 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 is expected to 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, Schedule A1, § 5, and Civil Service Rule 7-1. In that case, the State is expected to 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 all charges due for Services provided before the date of termination and, 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 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 BY CONTRACTOR

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

The Contractor may terminate this Contract if the State (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.

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

2.172 RESERVED

2.173 CONTRACTOR INFORMATION TRANSITION

The Contractor is expected to 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 asset management data generated from the inception of this Contract through the date on which this Contractor 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 CONTRACTOR SOFTWARE TRANSITION

The Contractor is expected to reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

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 2.180.

2.182 CANCELLATION OR EXPIRATION OF STOP WORK ORDER

The Contractor is expected to resume work if the State cancels a Stop Work Order or if it expires. The parties is expected to agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract is expected to 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 is expected to be deemed to be a termination for convenience under Section 2.153, and the State is expected to pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State is expected to 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 shall 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:
 - 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 is expected to discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - During the course of negotiations, all reasonable requests made by one party to another for nonprivileged information reasonably related to the Contract is expected to be honored in order that each of the parties may be fully advised of the other's position.
 - The specific format for the discussions is expected to 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.
 - Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, is expected to 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.
 - This Section is expected to 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.
- The State is expected to 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.

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 is expected to 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, is expected to 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 is expected to 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 is expected to 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

Wages rates and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this Contract in privity of contract with the Contractor is expected to not be less than the wage rates and fringe benefits established by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division, schedule of occupational classification and wage rates and fringe benefits for the locality where the work is to be performed. The term Contractor is expected to include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors and all persons involved with the performance of this contract in privity of contract with the Contractor is expected to keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the Contract. Contractor is expected to also post, in a conspicuous place, the address and telephone number of the Michigan Department of Licensing and Regulatory Affairs, the agency responsible for enforcement of the wage rates and fringe benefits. Contractor is expected to keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record is expected to be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted is expected to also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

2.210 Governing Law

2.211 GOVERNING LAW

The Contract is expected to 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 is expected to 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 is expected to 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

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages.

The State's liability for damages to the Contractor is limited to the amount owed for delivered, accepted and approved work.

2.230 Disclosure Responsibilities

2.231 DISCLOSURE OF LITIGATION

Contractor is expected to disclose any material criminal litigation, investigations or proceedings involving the Contractor (and 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) is expected to 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 is expected to 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 is expected to 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 is expected to make the following notifications in writing:
 - 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 is expected to 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 is expected to also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

2.232 CALL CENTER DISCLOSURE

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State is expected to disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

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:

- The Contractor files for protection under the bankruptcy laws;
- An involuntary petition is filed against the Contractor and not removed within 30 days;
- The Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency; (c)
- The Contractor makes a general assignment for the benefit of creditors; or (d)
- The Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its (e) affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process is expected to be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 TIME OF PERFORMANCE

- Contractor is expected to 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.
- Without limiting the generality of Section 2.241, Contractor is expected to 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.
- 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:
 - SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
 - SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
 - 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.
 - Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - 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.
 - 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.
- Chronic Failure for any Service(s) will be defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. 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.
- Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Project Manager. Contractor will provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

2.243 LIQUIDATED DAMAGES

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under Section 2.152, the State is entitled to collect liquidated damages up to the amount of \$5,000,000 and an additional \$100,000 per day for each day Contractor fails to remedy the late or improper completion of the Work (late = service not delivered more than 30 days past agreed upon due date, improper completion = service does not function as described).

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, 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.

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

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

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 DELIVERY OF DELIVERABLES

A list of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable") or a Custom Software Deliverable is attached, if applicable. All Deliverables is expected to be completed and delivered for State review and written approval and, where applicable, installed in accordance with the Stateapproved delivery schedule and any other applicable terms and conditions of this Contract.

Contractor must deliver all Contract Activities F.O.B. destination, delivered, configured and installed, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Article 1. All containers and packaging becomes the State's exclusive property upon acceptance.

2.252 ACCEPTANCE

Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section2.152, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

2.253 RESERVED

2.254 RESERVED

2.255 RESERVED

2.256 RESERVED

2.260 Ownership

2.261 RESERVED

2.262 RESERVED

2.263 RIGHTS IN DATA

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

2.264 OWNERSHIP OF MATERIALS

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

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 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 the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the

Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor is expected to 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 is expected to provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State is expected to 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 is expected to 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 is expected to order a suspension of Work in writing. The State is expected to proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State is expected to 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 is expected to 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 is expected to 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/deg/0,1607,7-135-3310 4108-173523--,00.html

Refrigeration and Air Conditioning: The Contractor is expected to 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 is expected to establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs is expected to 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 PERFORMANCE WARRANTY

The Contractor represents and warrants that Deliverables, after Final Acceptance, will perform and operate in compliance with the requirements and other standards of performance contained in this Contract (including all descriptions, specifications and drawings made a part of the Contract) for a period of (90) ninety days. In the event of a breach of this warranty, Contractor will promptly correct the affected Deliverable(s) at no charge to the State.

2.312 NO SURREPTITIOUS CODE WARRANTY

The Contractor represents and warrants that no copy of licensed Software provided to the State contains or will contain any Self-Help Code or any Unauthorized Code as defined below. This warranty is referred to in this Contract as the "No Surreptitious Code Warranty."

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code. Unauthorized Code does not include Software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g. remote access via modem) for purposes of maintenance or technical support.

In addition, Contractor will use up-to-date commercial virus detection software to detect and remove any viruses from any software prior to delivering it to the State.

2.313 RESERVED

2.314 THIRD-PARTY SOFTWARE WARRANTY

The Contractor represents and warrants that it will disclose the use or incorporation of any third-party software into the Deliverables. At the time of Delivery, the Contractor is expected to provide in writing the name and use of any Third-party Software, including information regarding the Contractor's authorization to include and utilize such software. The notice is expected to include a copy of any ownership agreement or license that authorizes the Contractor to use the Third-party Software.

2.315 PHYSICAL MEDIA WARRANTY

Contractor represents and warrants that each licensed copy of the Software provided by the Contractor is free from physical defects in the media that tangibly embodies the copy. This warranty does not apply to defects discovered more than (30) thirty days after that date of Final Acceptance of the Software by the State. This warranty does not apply to defects arising from acts of Excusable Failure. If the Contractor breaches this warranty, then the State is expected to be entitled to replacement of the non-compliant copy by Contractor, at Contractor's expense (including shipping and handling).

2.320 Software Licensing

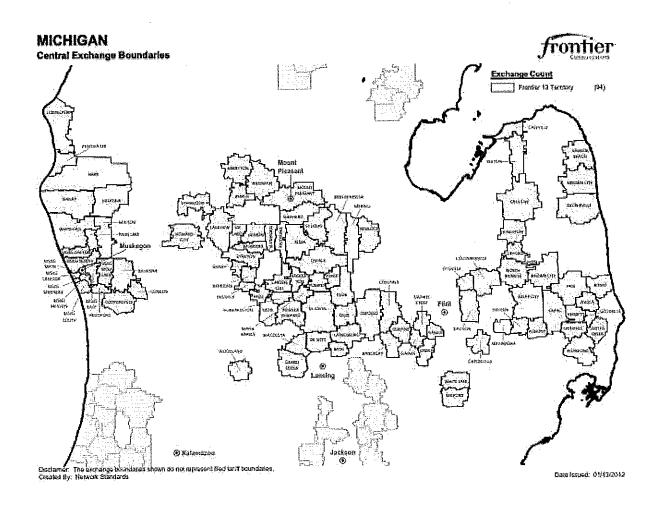
- 2.321 RESERVED
- 2.322 RESERVED
- 2.323 RESERVED

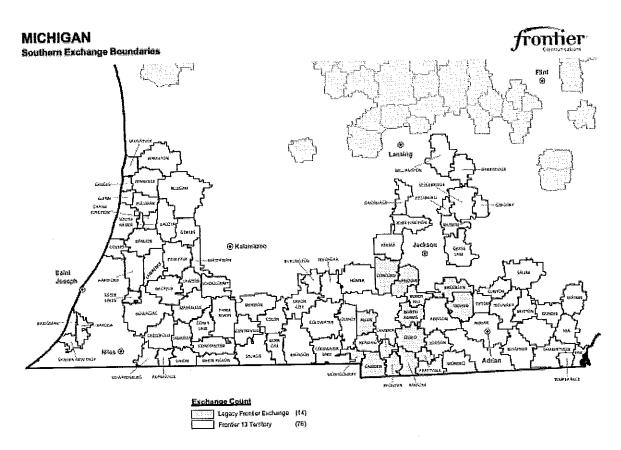
2.324 LICENSE RETAINED BY CONTRACTOR

Contractor grants to the State a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Software and related documentation according to the terms and conditions of this Contract. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

- 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

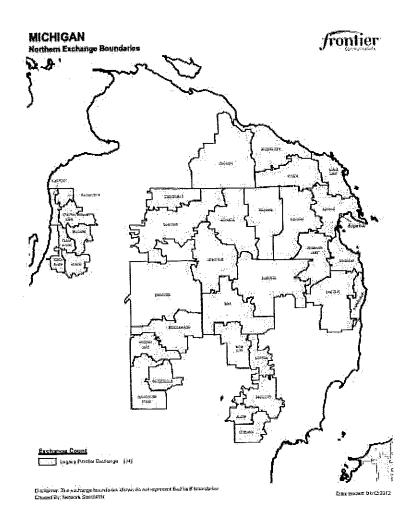
Attachment 1 - Coverage Map





Declaimer. The surrange boundaries shown do not represent that land boundaries. Created By: Network Shardards

Data issued: 0/13/2012



Article 3 - Reserved

Article 4 - Reserved

Glossary

24x7x365	24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Account Code	Also known as Project Code or Bill-Back Code. Account Codes are additional digits dialed by the calling party that provides information about the call. Typically used to track and bill clients, projects, etc.
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110
ACD	Automatic Call Distributors/Distribution - a device or system that distributes incoming calls to a specific group of terminals or agents based on customer need, type, and agent skill set
Account Code	Additional digits dialed by the calling party that provides information about the call. Typically used to track and bill clients, projects, etc. Also known as Project Codes or Bill-Back Codes
ANI	Automatic Number Identification - a feature of a telecommunications network for automatically determining the origination telephone number on toll calls for billing purposes
BAN	Billing Account Number - Used by telephone companies to designate a customer or customer location that will be billed. A single customer may have multiple billing.
Billinġ ID	The designation by which the SOM will specifically identify any billed item or service (e.g. telephone number, circuit ID, etc.)
Blanket Purchase Order	Authorization to purchase goods and/or services over the length of a contract
BRI	Base Rate Interface – an ISDN configuration intended primarily for use in subscriber lines. BRI configuration provides 2 bearer channels (B channels) at 64 Kbit/s each and 1 data channel (D channel) at 16 Kbit/s.
BTN	Billing Telephone Number - The phone number associated, for billing purposes, with the Working Phone Number.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Call Detail	Information about ongoing and incoming calls, including calling and called party, calling number and number called, time of day and duration, mainly for billing
Calling Name and Number (Caller ID or CID)	A telephone service feature that transmits a caller's number to the called party's telephone equipment. Where available, CID can also provide a name associated with the calling number.
Carrier	A company that is authorized by regulatory agencies to operate a telecommunications system.
Casual Calling	How any ANI (including undefined ANIs) accesses a given Carrier.
CIC	Carrier Identification Code - A three-digit number used with Feature Group D to access a particular IXC switched services from a local exchange line. One or more CIC codes are assigned to each Carrier.
CO	Central Office - The facility housing the telephone company switching system and related equipment that provides telephone service for customers in the immediate geographical area.
CLEC	Competitive Local Exchange Carrier - A telecommunications provider (sometimes called a "Carrier") competing with other, already established Carriers (generally the II FC)
Consolidated Invoice	A single Carrier combining invoices from one or more other Carriers or providers to deliver a single integrated invoice to a customer.

Contract Transition	The Contract Transition Plan documents all the activities necessary to transfer
Plan	services and features from the current State contract(s) to the new contract(s). Some
	of the activities include identifying key transition issues, transition objectives, risks,
	tasks and responsibilities, resources, timeframes and policies and procedures.
CSR	Customer Service Record - Detailed printout of the State's monthly equipment and
	service charges billed using corresponding uniform service order codes per State
	account, physical location or invoice.
Days	Means calendar days unless otherwise specified.
Deliverable	Physical goods and/or commodities/Services as required or identified by a Statement
	of Work/Service Order
DEMARC	Demarcation Point - The point at which the PSTN ends and connects with the
	customer's on-premises wiring. It is the dividing line which determines who is
	responsible for installation and maintenance of wiring and equipment
	customer/subscriber, or telephone company/provider.
DID	Direct Inward Dialing - a feature offered by Carriers for use with their customers' PBX
טוט	system, whereby the Carrier allocates a range of telephone numbers associated with
	one or more phone lines.
DOD	Direct Outward Dialing – a feature offered by Carriers for use with their customers'
500	PBX to enable dialing directly out from an extension.
DS0	Digital Signal 0 - Basic digital signaling rate of 64 Kbit/s, corresponding to the capacity
D30	of one voice-frequency-equivalent channel.
DS1	Digital Signal 1 - A signaling scheme used to transmit voice and data between
וטטו	devices at 1.544 Mbps.
DS3	Digital Signal 3 - A signaling scheme used to transmit voice and data between
מפת	devices at 45 Mbps.
DTMB	Department of Technology, Management and Budget at the SOM
Environmentally	A product or service that has a lesser or reduced effect on human health and the
preferable products	environment when compared with competing products or services that serve the
preferable products	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.
Excusable Failure	See Section 2.244.
	The highest quality type of voice line connection which allows pre-selection of the IXC
Feature Group D	
EDO	by the end-user.
FBC	Facilities Based Carrier - A Carrier that uses its own facilities to provide service, in
	contrast with resellers, that purchase the services of other Carriers and then
	retail the services to customers.
FX	Foreign Exchange Service - A telecommunications network service in which a
	telephone in a given exchange area is connected, via a private line to another
	telephone line in a different CO in a nearby geographical area.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency
	Planning and Community Right-to-Know Act of 1986 (including revisions adopted
	during the term of the Contract).
Incident	Any interruption in Services.
ILEC	Incumbent Local Exchange Carrier - A local telephone company that is responsible for
	providing local telephone exchange services in a specified geographic area.
InterLATA	Communication between Local Access Transport Areas. The 1982 MFJ requires
	ILECs to use an IXC for InterLATA services.
Invoice	An itemized monthly statement of amounts owed to the Contractor for products and
	services provided during the previous month.
Invoice Detail	The actual detail of purchased items or services on the invoice. Invoice detail may
	include call detail itemization, if presented, in the same place and under the same set
	of circumstances.
ISDN	Integrated Services Digital Network - a set of communication standards for
	simultaneous digital transmission of voice, video, data, and other network services
	over the traditional circuits of the public switched telephone network.

ITB	Invitation to Bid - The ITB serves as the document for transmitting the RFP to potential Bidders
IXC	InterExchange Carrier - Any Carrier that provides InterLATA communication.
Key Personnel	Any Contractor employees in primary roles as designated in Schedule A.
LATA	Local Access Transport Areas - represents a geographical area within which an ILEC is permitted to offer exchange telecommunications and local access services.
Local Voice Services	The provisioning of telecommunications networks and services within a limited geographic region.
Long Distance	Calls that originate/terminate outside of a pre-defined local calling area.
1MB	Measured-Rate Business Line - Voice connections that provide dial tone and the ability to make and receive calls.
MFJ	Modified Final Judgment - August 1982 agreement approved by the court (consent decree) settling United States v. AT&T, a landmark antitrust suit. The MFJ required the Bell System divestiture of the Bell Operating Companies from AT&T.
MOU	Minutes of Use
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
NPA/NXX	Number Plan Area/Number Plan Exchange
OC-x	Optical Carrier Level (x) - a standardized set of specifications of transmission bandwidth for digital signals that can be carried on Synchronous Optical Networking (SONET) fiber optic networks.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
РВХ	Private Branch Exchange - A manual or automatic telephone switching system serving telephone extensions in a business or private complex that provides external access to the public switched telephone network (PSTN).
PIC	Presubscribed InterExchange Carrier or Primary InterExchange Carrier - Determined by the customer of record and refers to the InterExchange or international Carrier to which calls of that type from an individual telephone number are routed.
POP	Point of Presence - The switching location that allows physical access to a Public Switched Telephone Network (PSTN) location.
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
PSTN	Public Switched Telephone Network
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.
Remittance Page	The summary page of charges and payment data to include monthly charges, usage, other charges & credits and Exhibit A items as applicable and appropriate addresses or other required payment information.
Response Time	The duration of time between the SOM reporting an issue to the time the vendor begins work to resolve the issue.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	Any function performed for the benefit of the State.

SIP	Coosian Initiatian David Land
312	Session Initiation Protocol - a signaling communications protocol, widely used for
	controlling multimedia communication sessions such as voice and video calls over
Source Reduction	Internet Protocol (IP) networks
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
Ct. I. I. I.	prior to recycling, energy recovery, treatment, or disposal.
Standard Provisioning	The duration of time between the SOM placing a service order to the time the service
Intervals	(related to the order) is made available for SOM use.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but
	does not include independent contractors engaged by Contractor solely in a staff
	augmentation role.
T1	The equivalent of 24 multiplexed voice grade channels. 1.544 million bits per
	second (1.5Mbps)
Tariff	A public document filed with the Federal Communications Commission or a State
	Public Utility Commission outlining services and rates.
TDM	Time-Division Multiplexing - a method of transmitting and receiving independent
	signals over a common signal path by means of synchronized switches at each end of
	the transmission line so that each signal appears on the line only a fraction of time in
	an alternating pattern.
Toll-Free	Billing is incurred for all arriving calls instead of incurring charges to the originating
	telephone subscriber. For the calling party, a call to a toll-free number is free of
	charge
Trouble Ticket	When End Users report problems with their data or telecommunication equipment or
	service, a Trouble Ticket is created. Each ticket tracks an individual call and/or
	multiple problems or symptoms on the same ticket. Technicians, and the users
•	themselves, may try many solutions for a single problem. They are all tracked on a
	single ticket by its name and unique number.
TSR	Telephone Service Request is the State's commonly used term for initiating, changing
	or removing telecommunications services.
Unauthorized Removal	Contractor's removal of Key Personnel without the prior written consent of the State.
Universal Service	The financial mechanism which helps compensate telephone companies or other
	communications entities for providing access to telecommunications services at
	reasonable and affordable rates throughout the country, including rural, insular and
	high costs areas, and to public institutions. Companies, not consumers, are required
	by law to contribute to this fund.
Waste Prevention	Source reduction and reuse, but not recycling.
Waste Reduction and	The practice of minimizing the generation of waste at the source and, when wastes
Pollution Prevention	cannot be prevented, utilizing environmentally sound on-site or off-site reuse and
	recycling. The term includes equipment or technology modifications, process or
	procedure modifications, product reformulation or redesign, and raw material
	substitutions. Waste treatment, control, management, and disposal are not
•	considered pollution prevention, per the definitions under Part 143, Waste
	Minimization, of the Natural Resources and Environmental Protection Act (NREPA),
	1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the
· · · · · · · · · · · · · · · · · · ·	State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects
····	or works of authorship created or produced by the Contractor as a result of an in
	furtherance of performing the services required by this Contract.
	The services required by this Contract.