

**AMENDMENT NO. 2 (TWO)
CONTRACT NO. 40704**

FOR

Telecommunications Goods and Services

This Contract was made and entered into on the 8th day of February, 2002, by and between Graybar Electric Company, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. The contract term for the following Lucent Maintenance support Service is extended through February 7, 2012, to be invoiced annual at the start of each subsequent term.
 - 300292158 VCDX Remote Technical Support Premium 24x7
 - 300426228 VCDX Return Exchange Service Advanced Exchange Next Day
 - 300710126 Sun Netra MVM 24x7 NCR NOR-4 Onsite Response Includes Parts
 - 300586401 AnyMedia Remote Technical Support-Advantage 24x7 – Network element
 - 300426228 Any Media Return Exchange Service-Advanced Exchange Next Day
 - 300419488 DiagKnowlege 5ESS Report LWS

2. The following is added to the Terms and Conditions governing the Contract.

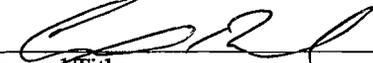
Non-Discrimination in Benefits. In April 2006, the Portland City Council unanimously passed the Equal Benefits Ordinance (City Ordinance 180077). The ordinance made revisions to Portland City Code 3.100 requiring certain City contractors to provide benefits to their employees with domestic partners equivalent to those provided to employees with spouses. This new requirement applies to construction contracts, Professional, Technical and Expert Services (PTE), and goods and services contracts exceeding the formal solicitation limits for those contracts awarded on or after January 1, 2007. Due to the Value of this Amendment, it falls into this requirement, Graybar is required to visit <http://www.portlandonline.com/omf/index.cfm?c=43774> , and complete the Equal Benefits Compliance Declaration. Questions concerning this requirement may be directed to Loretta Young at (503) 823-6850.

3. The work under this Amendment shall not exceed a five (5) year total cost of \$ 772,662.00. Invoices shall be paid annually in advance.

All other terms and conditions shall remain unchanged and in full force and effect.

GRAYBAR ELECTRIC COMPANY, INC.:

Name and Title: Christopher Royal 6/26/07
Director CTD Sales Date

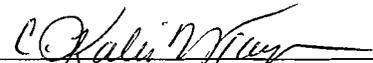
Signature: 
Name and Title

Address: 901 NE 60th Ave
Portland, OR 97213
(503) 249-1300

CITY OF PORTLAND:

Approved by Mayor or Commissioner: _____
Elected Official or Delegate Date

Approved by City Auditor: _____
City Auditor Date

Approved as to form
by City Attorney:  10/30/07
Office of City Attorney Date