

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

April 1, 2008

**CHANGE NOTICE NO. 9
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR USA Mobility PO Box 4062 Woburn, MA 01888-4062 beth.hedrick@usamobility.com	TELEPHONE (269) 749-9435 Beth Hedrick
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Jack Harris Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: May 15, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED to May 15, 2008.

AUTHORITY/REASON:

Per agency and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$523,716.12

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

April 1, 2008

**CHANGE NOTICE NO. 9
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR USA Mobility PO Box 4062 Woburn, MA 01888-4062 beth.hendrick@usamobility.com	TELEPHONE (269) 749-9435 Beth Hedrick
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: May 15, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED to May 15, 2008.

AUTHORITY/REASON:

Per agency and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$523,716.12

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

January 14, 2008

**CHANGE NOTICE NO. 8
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR USA Mobility PO Box 4062 Woburn, MA 01888-4062 beth.hendrick@usamobility.com	TELEPHONE (269) 749-9435 Beth Hedrick
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: February 28, 2008	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED two (2) months to February 28, 2008.

AUTHORITY/REASON:

Per agency and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$523,716.12

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

July 24, 2007

**CHANGE NOTICE NO. 7
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR USA Mobility PO Box 4062 Woburn, MA 01888-4062 beth.hendrick@usamobility.com	TELEPHONE (269) 749-9435 Beth Hedrick
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: December 31, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED six (6) months to allow for ongoing pager service for all state agencies. No other modifications are made in pricing, terms or conditions.

Please Note: Buyer has changed to Douglas Collier.

AUTHORITY/REASON:

Per agency and vendor concurrence.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$523,716.12



Form No. DMB 234 (Rev. 1/96)
 AUTHORITY: Act 431 of 1984
 COMPLETION: Required
 PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS September 29, 2006
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B1001706
Between (Supercedes #071B0000718)
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Arch Wireless Holdings, Inc. PO Box 4062 Woburn, MA 01888-4062 Barbara.Williams@arch.com		TELEPHONE (517) 333-8525 Vance Hills
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula		
CONTRACT PERIOD: From: August 1, 2001 To: July 1, 2007		
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>	
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>		

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby EXTENDED nine (9) months to allow for ongoing pager service for all state agencies. No other modifications are made in pricing, terms or conditions.

Please Note: Buyer has changed to Steve Motz

AUTHORITY/REASON:

Per agency request (Diana Quintero) on 9/27/06.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$523,716.12

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES

September 29, 2005

P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B1001706

Between (Supercedes #071B0000718)

THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Arch Wireless Holdings, Inc. PO Box 4062 Woburn, MA 01888-4062 Barbara.Williams@arch.com	TELEPHONE (517) 333-8525 Vance Hills
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 Lisa Morrison
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: October 1, 2006	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby **EXTENDED** one (1) year to allow for ongoing pager service for all state agencies. No other modifications are made in pricing, terms or conditions.

AUTHORITY/REASON:

Per agency request (Dave Reicosky) on 9/28/05.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$523,716.12

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

February 8, 2005

**CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Arch Wireless Holdings, Inc. PO Box 4062 Woburn, MA 01888-4062 Barbara.Williams@arch.com	TELEPHONE (517) 333-8525 Vance Hills
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell, Buyer Specialist
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: October 1, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

Effective immediately this contract is hereby INCREASED by \$125,000.00 to allow for ongoing pager service for all state agencies. No other modifications are made in pricing, terms or conditions.

AUTHORITY/REASON:

Per vendor and agency (Tawana Brooks) on 11/18/04 agreement and DMB/Acquisition Services approval.

INCREASE: \$125,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$523,716.12

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

November 8, 2004

**CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Arch Wireless Holdings, Inc. PO Box 4062 Woburn, MA 01888-4062 Barbara.Williams@arch.com	TELEPHONE (517) 333-8525 Vance Hills
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell, Buyer Specialist
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: October 1, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE (S):

**Effective immediately, this contract is hereby INCREASED by \$24,000.00.
 All other terms and conditions remain the same.**

AUTHORITY/REASON:

Per vendor contact (Chris DeVood) dated 11/1/04.

INCREASE: \$24,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$398,716.12

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

June 29, 2004

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Arch Wireless Holdings, Inc. PO Box 4062 Woburn, MA 01888-4062 Barbara.Williams@arch.com	TELEPHONE (517) 333-8525 Vance Hills
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell, Buyer Specialist
Contract Compliance Inspector: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: October 1, 2005	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, the attached items, pricing, and optional considerations are hereby incorporated into this contract with no additional modifications in terms and conditions. The contract end date is also EXTENDED by one year.

AUTHORITY/REASON:

Per vendor contact (Barbara Williams) dated 6/23/04.

INCREASE: -0-

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$170,716.12

June 10, 2004

RE: State of Michigan Paging Contact

To Whom it may concern:

Arch Wireless thanks you for your business over the past several years. To ensure that our relationship with the State of Michigan (SOM) continues to move in a forward, positive direction, some communication need to take place. I would like to start off this letter by introducing myself to you and then informing you of some of the new and improved procedures.

My name is Beth Hedrick and I will be the new sales & service representative for all SOM accounts. I have been with Arch for 12 years and I'm very familiar with all aspects of the paging business. My goal as your sales representative is to be a facilitator between the SOM and our Major Accounts customer service center. Along with this, I am available for any face-to-face meetings upon request. These meetings can be used to discuss new product technology to ensure that your changing needs are being satisfied along with general questions about your account or our Major Accounts customer service center. Please see the information below detailing how our Major Accounts customer service center is designed and set-up to service the SOM account:

Major Accounts Call Center Information- The below information can be utilized by the SOM for pager unit replacements, spare unit activations, de-activations or cancels, and for ordering equipment. Please see their contact information below:

Phone Number 1-877-256-2910

Fax 1-518-362-5005

E-mail cinkeyaccts@arch.com

**A written request (either via fax or email) will be required for all new/add-on activations.

Billing Department- All billing inquires can be addressed to the following contact numbers:

Phone Number 1-877-559-3021

Fax 1-518-362-5005

Email ndproofandcontrol@arch.com

I am glad to be a part of this continuing relationship between the SOM and Arch Wireless. I can be contacted Monday through Friday, 8:30am through 5:00pm via e-mail at beth.hedrick@arch.com or via my alphanumeric pager at 1-800-412-1044.

Thank you for your time and continued support. I look forward to hearing from you soon.

Sincerely,
Beth Hedrick
Arch Wireless

State of Michigan Employee Plan

Order Form

Please return via fax to Beth Hedrick at 616-456-0435

Name: _____

Phone: _____

Address: _____

Social Security # :

DOB _____

Visa / MC # : _____

Exp. _____

Enhanced Features: (Check all that apply)

1. Mobile Email Address (\$2.00) 2. Voice Mail (\$2.00) 3. Maintenance (\$1.00)
Bill Plan- Quarterly Signature: _____ Date: _____

Please contact Beth Hedrick at beth.hedrick@arch.com or 800-412-1044 with questions

Exhibit A – Contract No. 071B1001706
Dated June 11, 2004

This letter is written to inform the State of Michigan that Arch Wireless Holding, Inc. would like to continue providing statewide paging services and systems on contract No. 071B1001706 until *September 30, 2005.

Arch Wireless has made many changes over the past couple of years, improving on the services that it has in place and preparing us for what lies ahead. Please note some of these changes below:

Michigan Statewide Rationalization –The benefits to the State of Michigan are the following:

1. Increased coverage area
2. Improved paging throughput times
3. New 99.3% paging reliability
4. All State of MI accounts are now exempt from the Administrative Fee (this does not apply to MiDeal partners at present)

Specialized Call Center – Improvements to the Arch Major Accounts Call Center consist of:

1. Limited hold times
2. Higher success rates
3. Documentation of trouble ticket
4. Local support team – See attached document

New Services – Arch will be offering new equipment for both our numeric and alphanumeric product offering, as Motorola is no longer manufacturing paging equipment. Along with that, each individual State account can sign up for the new Arch “My Account” feature, which is a way for users to maintain their messaging account through the world wide web.

***PRICE INCENTIVE FOR CONTRACT EXTENSION THROUGH SEPTEMBER 30, 2005.**

Arch would like to propose lowering your alphanumeric rate from \$6.95 to \$5.75. This price would be for all current alphanumeric units (approx 2,000) in service along with any new device activation's moving forward. Some benefits of alphanumeric paging are:

1. E-mail on the go
2. Elimination of phone tag
3. Data management device.

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

August 4, 2003

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B1001706
 Between (Supercedes #071B0000718)
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Arch Wireless Holdings, Inc. PO Box 4062 Woburn, MA 01888-4062	TELEPHONE (517) 333-8525 Vance Hills VENDOR NUMBER/MAIL CODE BUYER (517) 335-0462 Christine Mitchell, Buyer Specialist
Contract Administrator: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: October 1, 2004	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

This contract is hereby **EXTENDED** to October 1, 2004.

AUTHORITY/REASON: Per Andre' Morrow buyer in Acquisition Services.

INCREASE: -0-

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$170,716.12

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 OFFICE OF PURCHASING
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933
 2001**

November 19,

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B1001706
 Between
 THE STATE OF MICHIGAN
 and**

(Supersedes #071B0000718)

NAME & ADDRESS OF VENDOR Arch Wireless Holdings Inc. PO Box 4062 Woburn, MA 01888-4062	TELEPHONE Vance Hills (517) 333-8525
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1218 André Morrow, C.P.M.
Contract Administrator: Christine Mitchell Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: August 1, 2003	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">N/A</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, this contract is no longer a mandatory use contract. State of Michigan agencies may procure these services from sources other than Arch Wireless.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$170,716.12

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

August 3, 2001

NOTICE
OF
CONTRACT NO. 071B1001706
Between (Supercedes #071B0000718)
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Arch Wireless Holdings Inc. PO Box 4062 Woburn, MA 01888-4062	TELEPHONE Vance Hills (517) 333-8525 VENDOR NUMBER/MAIL CODE BUYER (517) 241-1218 André Morrow, C.P.M.
Contract Administrator: André Morrow Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: August 1, 2003	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #071I0000255, this Contract Agreement and the vendor's quote dated 4-17-00. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Total Contract Period Estimated Contract Cost: \$170,716.12

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

CONTRACT NO. 071B1001706
Between (Supercedes #071B0000718)
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Arch Wireless Holdings Inc. PO Box 4062 Woburn, MA 01888-4062	TELEPHONE Vance Hills (517) 333-8525 VENDOR NUMBER/MAIL CODE BUYER (517) 241-1218 André Morrow, C.P.M.
Contract Administrator: André Morrow Pager Leasing & Services – All State Agencies/Lower Peninsula	
CONTRACT PERIOD: From: August 1, 2001 To: August 1, 2003	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07110000255, this Contract Agreement and the vendor's quote dated 4-17-00. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.	
Total Contract Period Estimated Contract Cost: \$170,716.12	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No.07110000255. A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to the Office of Purchasing. Orders for delivery may be issued directly by the State Departments through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:	FOR THE STATE:
Firm Name	Signature
Authorized Agent Signature	André Morrow, Buyer, C.P.M.
Authorized Agent (Print or Type)	Name
Date	Technology & Professional Services Division
	Title
	Date



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

PURPOSE

The purpose of this contract is to provide Statewide Pager Leasing and Services for all state agencies.

The contract awarded from this solicitation is unit priced.

ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Office of Purchasing, hereafter known as the Office of Purchasing.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this contract. The OFFICE OF PURCHASING will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. See Paragraph I-C below. All communications concerning this procurement must be addressed to:

André Morrow, Buyer
DMB, Office of Purchasing
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909

CONTRACT ADMINISTRATOR

- A. Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that the person named below be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any contract resulting from this Invitation implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such contract. That authority is retained by the Office of Purchasing. The Contract Administrator for this project is:

André Morrow, Buyer
DMB, Office of Purchasing
2nd Floor, Mason Building
P. O. Box 30026
Lansing, MI 48909



TERM OF CONTRACT

- A. This contract is effective for the period 8/1/01 through 8/1/03.
- B. The rates quoted for products and services shall not increase for the life of the contract. If there are any general price reductions during the term of the contract, the State shall pay the reduced rates for any services provided after the reduction takes effect provided the State agrees to any terms and conditions associated with that price reduction.
- C. After 24 months, upon review of the services and pricing available, the State may opt to extend this contract for an additional 12 months.

The exercise of this option will be accomplished through the issuance of a contract change notice and shall be made at the sole discretion of the State.

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Contractor shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$500,000 each occurrence and, when applicable \$1,000,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$300,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$500,000 each occurrence and when applicable, \$1,000,000 annual aggregate.



The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

BEFORE STARTING WORK THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

CANCELLATION

- (a) The State may cancel the Contract for default of the Contractor. Default is defined as the failure of the Contractor to fulfill the obligations of the quotation or Contract. In case of default by the Contractor, the State may immediately and/or upon 30 days prior written notice to the Contractor cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees, and procure the services from other sources, and hold the Contractor responsible for any excess costs occasioned thereby.
- (b) The State may cancel the Contract in the event the State no longer needs the services or products specified in the Contract, or in the event program changes, changes in laws, rules or regulations, relocation of offices occur, or the State determines that statewide implementation of the Contract is not feasible, or if prices for additional services requested by the State are not acceptable to the State. The State may cancel the Contract without further liability to the State, its departments, divisions, agencies, sections, commissions, officers, agents and employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation.
- (c) The State may cancel the Contract for lack of funding. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation of funds for this project. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.
- (d) The State may immediately cancel the Contract without further liability to the State its departments, divisions, agencies, sections, commissions, officers, agents and employees if the Contractor, an officer of the



Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects on the Contractor's business integrity.

- (e) The State may immediately cancel the Contract in whole or in part by giving notice of termination to the Contractor if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5, and Civil Service Rule 4-6.
- (f) The State may, with 30 days written notice to the Contractor, cancel the Contract in the event prices proposed for Contract modification/extension are unacceptable to the State. See Sections **Price Proposal** and **Modification of Service**.

DELEGATION AND/OR ASSIGNMENT

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the State Purchasing Director has given written consent to the delegation.

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their 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, marital status, physical or mental handicap or disability. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public



Act 453, as amended, MCL 37.2201, *et seq*, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq*. the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register.

SOFTWARE PERFORMANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

RIGHT TO OWNERSHIP

All data, materials, documentation and other things prepared or acquired by the CONTRACTOR shall belong exclusively to the state. This includes, but is not limited to, (*Agency to specify*). The state shall also own and retain intellectual property rights covering technology developed as part of the services described herein.

INDEMNIFICATION

- 1. General Indemnification



The Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

- (a) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract;
- (b) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
- (c) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
- (d) any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
- (e) any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

2. Patent/Copyright Infringement Indemnification

The contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including



reasonable attorneys' fees and disbursements 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 such 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 such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall 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 subclauses, 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 subclauses.

TAXES - FEDERAL, STATE AND LOCAL

The State of Michigan is exempt from Federal Excise Tax, State and Local Sales Taxes. Such taxes shall not be included in contract prices as long as the State maintains such exemptions. Federal Excise Tax exemption certificates will be furnished with purchase order if requested.

Property acquired for state or state agency through an installment lease agreement as public property shall be considered exempt for purposes of the General Property Tax Act, Act No. 206 of the Public Acts of 1893, being Sections 211.1 to 211.157 of the Michigan Compiled Laws.



ASSIGNMENT OF PAYMENT

Contractor may, with the prior approval of the State, assign its right to receive payments hereunder, provided, that such assignment shall not relieve Contractor of its responsibility to perform any duty imposed upon it herein, and that all payments shall be made to one entity.

STATE'S OBLIGATION

State's obligation is payable only and solely from funds appropriated for the purchase of this agreement. All funds for payments after the end of the current fiscal year are subject to the availability of a legislative appropriation for the purpose of this agreement. Payments during subsequent fiscal periods are dependent upon the same action. The State agrees to give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

CONTRACTOR'S OBLIGATION

In the event the Contractor has provided equipment or software other than of their own manufacture as specified in all Riders, the State will allow the Contractor, as prime Contractor, to sub-contract to provide the necessary bid item; however, the prime Contractor will retain sole contract responsibilities to the State for all contract obligations contained herein and such substitution shall be upon the approval of the Office of Purchasing.

MODIFICATION OF SERVICE

The Director of Purchasing reserves the right to modify this service during the course of the contract. Any changes in pricing proposed by the contractor resulting from possible modifications are subject to acceptance by the state.

GENERAL

The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- A. State ITB and any Addenda thereto;
- B. Contractor's response(s) to the State's ITB and Addenda

The failure of a party to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of this contract.

This contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract

shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

This contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.



PRICING SUMMARY

A. Transmission coverage area to all Michigan counties - Lower Peninsula

	Motorola Model	Annual Estimate Quantity		Unit Bid Price	Total
1.	Bravo Plus (numeric only) Make/Model: Motorola LS 350* Lost Replacement Cost: \$49.00	1,979	X	\$ 2.95	\$ 5,838.05
2.	Bravo Alphas (alpha-numeric) Make/Model: Motorola Advisor Gold* Lost Replacement Cost: \$129.00	443	X	\$ 6.95	\$3,078.85
3.	Motorola Key Note (tone/voice) Make/Model: Motorola Keynote* Lost Replacement Cost: \$145.00	18	X	\$ 11.95	\$ 215.10
				Total	\$9,132.00 monthly

*Or like equipment

All rates quoted will be firm for the three year period of the contract.
Prices include airtime, lease and maintenance of equipment.

Optional Pricing

1. Statewide Voice Mail

- 12-hour storage, 20 second message length: \$2.00 per month, per pager
- 24-hour storage, 20 second message length: \$4.00 per month, per pager
- 72-hour storage, 60 second message length: \$6.00 per month, per pager

Nationwide Voice Mail

- 45 minutes use per month, custom greeting: \$9.00 per month, per pager
Additional Minutes are \$0.25 per minute



2. Personal Toll Free Numbers

Toll Free Calls: \$5.00 per month, per pager

3. Nationwide Paging

Numeric Display \$14.95 per month, per pager
Replacement Cost: \$49.00

Alphanumeric \$31.95 per month, per pager
Replacement Cost: \$129.00

Nationwide Regional

Numeric Display \$10.95 per month, per pager
Replacement cost: \$49.00

Alphanumeric \$24.95 per month, per pager
Replacement cost: \$129.00

Numeric pricing includes lease of Motorola numeric units, maintenance and 200 nationwide pages per month. Additional pages are \$0.35 each.

Alphanumeric pricing includes airtime, lease of Motorola Alphanumeric units, maintenance, and 140 nationwide pages (55 character increments) per month. Additional pages are \$0.50 each. Operator dispatch is \$0.50 per call.

1.5 Way Paging

Alphanumeric \$34.95 per month, per pager
Replacement cost: \$190.00

Price includes airtime, lease of Motorola PF1500, maintenance, LTD, (optional, covers loss and misuse) and 1000 characters. Additional 10 character blocks are \$0.10 each. Larger call allowance packages are available.

2 Way Paging

Motorola PageWriter 2000x: \$399.00 plus tax

Airtime \$29.95 per month, per pager
Maintenance \$4.00 per month, per pager
Rental \$19.95 per month, per pager



Lease price includes airtime and maintenance. Maintenance is optional if the pager is purchased. 50,000 characters (5000 message blocks at 10 character blocks) are included. Additional 10 character blocks are billed at \$0.05 each.

Operator Assisted Dispatch

Personal 800# and customized greeting \$9.95 per pager, per month

Tone Alert

Display pagers may be set for tone only status at no additional charge.

Accessories

Pager belt clips	No charge
Pager bungee cords \$3.00 each	
Pager chains	\$7.00 each

Messaging Software

Available for DOS, Mac or Windows: \$39.95 per copy

Quikpager Alpha Input Device Rental

Lease of unit \$10.00 per month, per unit

Email/Internet/Website paging

Internet E-mail forwarding is available for Nationwide and selected local market alphanumeric pagers. Subscribers may receive messages in one of the following ways:

Header Message Plan: This limits the message to receipt of the header only, up to 160 characters.

Message Only Plan: This limits the message to receipt of the body text of the message only, up to 500 characters.

Standard Message Plan: This is the default option and limits the message size to four message blocks for each e-mail.

Deluxe messaging Plan: This option maintains a 500 character limitation. Gives both the header and message up to 500 characters. E-mail messages count toward



standard call count and will be billed accordingly. Call counts will be assessed depending on the number of message blocks required to transmit the e-mail message.

Subscribers must have E-mail access to the Internet, be an Arch Nationwide subscriber and have the Internet connectivity feature activated on an alphanumeric pager.

By accessing the Arch website, Nationwide and currently a limited number of local alphanumeric subscribers, can self-dispatch a message to an Arch pager. All pricing and character limits apply to the contracted pricing matrix. One time \$10.00 activation fee for the above e-mail features.

One Number Access

Available on any CityLink, Regional, Full Nationwide, Advanced Messaging Nationwide, or Two-Way pager, One Number Access gives callers the option to leave a voice message, page numerically or transfer to a live operator who will type a text message. This can be done with either a 1-800 + PIN service or through a Personal 800/888/877 #.

DataCast

Information Services (headline news, including breaking stories, financial market news, sports news updates, and either reports broadcasted to alphanumeric pagers throughout the day) is available upon request. \$1.00 per month, per pager.

Page Management (CityLink, Regional, Full Nationwide, Advanced Messaging Nationwide)

Page Listen/Page Resend

These two features give Regional, CityLink and Nationwide Messaging users the ability to resend any text message sent to their pager or to listen to the contents of any message via a touch-tone phone. All text messages are saved for 72 hours. The user calls into the system via a toll-free number; messages can either be read by an automated attendant or resent directly to the pager at no additional charge.

Page Hold/Page Release

Users traveling outside their normal coverage area can call into the system and designate a time frame to have their pages held. At the end of the allotted time frame, all of the messages will be downloaded to the pager. Users reaching their destination sooner than expected can call into the system and release all of their messages to the pager. It can release all held messages before the Page Hold time is expired.

Service Area Information



This feature allows users to go into the system and check the coverage boundaries of any area in the United States. With this feature, users can determine at which point they will be out of range and in which areas they will be able to receive their pages. Users can then make use of the Page Listen/Page Resend and Page Hold/Page Release capability with greater efficiency and accuracy.



ATTACHMENT A

STATE AGENCY LOCATIONS

OFFICE OF SERVICES TO THE AGING

611 W. Ottawa Street, 3rd Floor
P.O. Box 30026
Lansing, MI 48909

DEPARTMENT OF AGRICULTURE

611 W. Ottawa Street, 4th Floor
P.O. Box 30017
Lansing, MI 48909

DEPARTMENT OF ATTORNEY GENERAL

525 W. Ottawa Street, 7th Floor
P. O. Box 30212
Lansing, MI 48909

OFFICE OF THE AUDITOR GENERAL

201 N. Washington Square
Lansing, MI 48933

DEPARTMENT OF CIVIL RIGHTS

1200 Sixth Street
Detroit, MI 48226

DEPARTMENT OF CIVIL SERVICE

400 S. Pine Street
Lansing, MI 48909

DEPARTMENT OF COMMUNITY HEALTH

**Previously Department of Mental Health
Health**

Administrative Office
3rd Floor, Cass Building
Lansing, MI 48926

Previously Department of Public

General Services Purchasing
3423 N. Logan Street
Lansing, MI 48906

Caro Center

2000 Chambers Rd., PO Box A
Caro, MI 48723

Center for Forensic Psychiatry

P.O. Box 2060
Ann Arbor, MI 48106

Clinton Valley Center

140 Elizabeth Lake Road
Pontiac, MI 48341

Detroit Psychiatric Institute

1151 Taylor
Detroit, MI 48202

Hawthorn Center

18471 Haggerty Road
Northville, MI 48167

Huron Valley Center

3511 Bemis Road
Ypsilanti, MI 48197

Kalamazoo Psychiatric Hospital

1312 Oakland Drive
Kalamazoo, MI 49008

Macomb-Oakland Regional Center

16200 19 Mile Road
Clinton Twp., MI 48038-1103

Mt. Pleasant Center

1400 W. Pickard
Mt. Pleasant, MI 48858

Northville Psychiatric Hospital

41001 W. 7 Mile Road
Northville, MI 48167

Walter P. Reuther Psychiatric Hospital

30901 Palmer Road
Westland, MI 48186

Southgate Regional Center

16700 Pennsylvania Road
Southgate, MI 48195



DEPARTMENT OF CONSUMER & INDUSTRY SERVICES

Department of Consumer & Industry Services
P. O. Box 30004
Lansing, MI 48909

**Funds Administration
Center**
7201 W. Saginaw, Suite 110
Lansing, MI 48917

Michigan State Fair Exposition
1120 W. State Fair
Detroit, MI 48203

DEPARTMENT OF CORRECTIONS

Department of Corrections
Central Procurement Office
Grand View Plaza Building
Lansing, MI 48909

Alger Maximum Facility
P.O. Box 600
Munising, MI 49862

Baraga Maximum Facility
310 Wadaga, R#1, Box 55
Baraga, MI 49908

E.C. Brooks Correctional Facility
2500 S. Sheridan Drive
Muskegon, MI 49444

Carson City Regional/Temporary Facilities
10522 Boyer
Carson City, MI 48811

**Chippewa Correctional Facility
Facility**
4537 W. Tone Road
Kincheloe, MI 49784

Chippewa Temporary Correctional
4535 W. Tone Road
Kincheloe, MI 49785

Corrections Camp Program
6000 Maute Road
Grass Lake, MI 49240

G. Robert Cotton Facility
3500 N. Elm Road
Jackson, MI 49201

Florence Crane Women's Facility
38 Fourth Street
Coldwater, MI 49036

Charles Egeler Correctional Facility
3855 Cooper Street
Jackson, MI 49201

Handlon Michigan Training Unit
P.O. Box 492
Ionia, MI 48846

Gus Harrison Regional Facility
2727 E. Beecher
Adrian, MI 49221

Hiawatha Temporary Facility
Marshall Road
Kincheloe, MI 49786-0001

Huron Valley Men's Facility
3201 Bemis Road
Ypsilanti, MI 48197

Ionia Maximum Correctional Facility
1576 W. Bluewater Hwy.
Ionia, MI 48846

Kinross Correctional Facility
Tone Road
Kincheloe, MI 49788

**Lakeland Correctional Facility
Facility**

Macomb Regional Correctional



..... CONTRACT #071B1001706

38 Fourth Street
Coldwater, MI 49036

34625 26 Mile Road
New Haven, MI 48048



Marquette Branch Prison
1960 US 41 Hwy. South
Marquette, MI 49855

Michigan State Industries
206 E. Michigan Avenue
Lansing, MI 48909

Mound Regional Facility
17600 Ryan Road
Detroit, MI 48212

Muskegon Temporary Facility
2500 S. Sheridan Drive
Muskegon, MI 49444

Oaks Correctional Facility
P.O. Box 38
Eastlake, MI 49626

Ryan Correctional Facility
17600 Ryan Road
Detroit, MI 48212

Scott Regional Facility
47500 Five Mile Road
Bldg.
Plymouth, MI 48170

Standish Maximum Facility
4713 W. M-61
Standish, MI 48658

**Thumb Correctional Facility
Facility**
3225 John Conley Drive
Lapeer, MI 48446

Michigan Reformatory
1342 W. Main Street
Ionia, MI 48846

Mid-MI Temporary Correctional Facility
8201 Crosswell Road
St. Louis, MI 48880

Muskegon Correctional Facility
2400 S. Sheridan Drive
Muskegon, MI 49442

Newberry Correctional Facility
3001 Newberry Avenue
Newberry, MI 49868

Riverside Correctional Facility
777 W. Riverside Drive
Ionia, MI 48846

Saginaw Correctional Facility
9625 Pierce Road
Freeland, MI 48623

Special Alternative Incarceration
PO Box 30003, Grand View Plaza
Lansing, MI 48909

State Prison of Southern Michigan
4000 Cooper Street
Jackson, MI 49201

Western Wayne Correctional
48401 Five Mile Road
Plymouth, MI 48170



DEPARTMENT OF EDUCATION

Department of Education
Purchasing Office
100 S. Pine Street, PO Box 30008
Lansing, MI 48909

School for the Deaf and Blind
W. Court at Miller Road
Avenue
Flint, MI 48503

Camp Tuhsmeheeta
PO Box 68, 10500 Lincoln Lake
Greenville, MI 48838

DEPARTMENT OF ENVIRONMENTAL QUALITY

Department of Environmental Quality
4th Floor, Knapps Centre, P.O. Box 30666
Lansing, MI 48909-8166

FAMILY INDEPENDENCE AGENCY

Family Independence Agency
235 S. Grand Avenue, Suite 1205
Lansing, MI 48909

Adrian Training School
P.O. Box 218
Adrian, MI 49221

Arbor Heights Center
1447 Washington Heights
Ann Arbor, MI 48104

Bay Pines Center
3000 College Avenue
Escanaba, MI 49829

Genesee Valley Regional Center
4287 W. Pasadena
Flint, MI 48504

W.J. Maxey Boys' Training School
P.O. Box 349
Whitmore Lake, MI 48189

Nokomis Challenge Center
6300 S. Reserve Road, #G
Prudenville, MI 48651

Shawono Center
10 Howes Lake Road
Grayling, MI 48738

DEPARTMENT OF MANAGEMENT AND BUDGET

Department of Management and Budget
Administrative Services
P.O. Box 30026
Lansing, MI 48909

Materials Management Services
7285 Parsons Drive
Lansing, MI 48913

MICHIGAN EMPLOYMENT SECURITY AGENCY

Michigan Employment Security Commission
105 W. Allegan, Lower Level
Lansing, MI 48913



MICHIGAN JOBS COMMISSION

**Michigan Jobs Commission
Institute**

201 N. Washington Square
Lansing, MI 48933

Michigan Career & Technical

11611 West Pine Avenue
Plainwell, MI 49080

DEPARTMENT OF MILITARY & VETERANS' AFFAIRS

Department of Military & Veterans' Affairs

2500 S. Washington
Lansing, MI 48913

Grand Rapids Home for Veterans

3000 Monroe Avenue
Grand Rapids, MI 49505

D.J. Jacobetti Home for Veterans

425 Fisher Street
Marquette, MI 49855

DEPARTMENT OF NATURAL RESOURCES

P.O. Box 30028
Lansing, MI 48909

DEPARTMENT OF STATE

Purchasing & Contracts Section
124 W. Allegan, 2nd Floor
Lansing, MI 48918-1444

BUREAU OF STATE LOTTERY

101 E. Hillsdale
Lansing, MI 48913

DEPARTMENT OF STATE POLICE

714 S. Harrison Road
East Lansing, MI 48823

DEPARTMENT OF TRANSPORTATION

Department of Transportation

Purchasing Unit
425 W. Ottawa, 4th Floor
Lansing, MI 48909

Mackinac Bridge Authority

333 I-75
St. Ignace, MI 49781

International Bridge Authority

P.O. Box 317, 934 Bridge Plaza
Sault Ste. Marie, MI 49783

DEPARTMENT OF TREASURY

Department of Treasury

Treasury Building, 3rd Floor
Lansing, MI 48933



ATTACHMENT B

NON-STATE AGENCY STATEMENT

Act 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the Extended Purchasing Program has been developed. This program extends the use of state Contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the Office of Purchasing, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this ITB from State of Michigan authorized Extended Purchasing members. It is the responsibility of the contractor to ensure the non-state agency is an authorized Extended Purchasing member prior to extending the state Contract price.

BIDDER MUST CHECK ONE BOX BELOW

Commodities and/or services on this ITB will be supplied to the State of Michigan and authorized Extended Purchasing program members in accordance with the terms and prices quoted. A complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.

Commodities and/or services on the ITB will not be supplied to the State of Michigan's authorized Extended Purchasing members. We will only supply to the State of Michigan departments and agencies.

BIDDER'S AUTHORIZED EXPEDITOR
(see 1001706 exped attach AthruF.pdf)

ATTACHMENT A
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ATTACHMENT B
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ATTACHMENT C
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ATTACHMENT D
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ATTACHMENT E
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ATTACHMENT F
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