

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 31, 2008

**CHANGE NOTICE NO. 14**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Thomas.Floro@alltel.com</b>	TELEPHONE: (419) 266-1598 <b>Thomas Floro</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>August 15, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to August 15, 2008. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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

June 27, 2008

**CHANGE NOTICE NO. 13**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Thomas.Floro@alltel.com</b>	TELEPHONE: (419) 266-1598 <b>Thomas Floro</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>July 30, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to July 30, 2008. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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

May 14, 2008

**CHANGE NOTICE NO. 12**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Thomas.Floro@alltel.com</b>	TELEPHONE: (419) 266-1598 <b>Thomas Floro</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>June 30, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to June 30, 2008. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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. 11**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Thomas.Floro@alltel.com</b>	TELEPHONE: (419) 266-1598 <b>Thomas Floro</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>May 15, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to May 15, 2008. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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

February 14, 2008

**CHANGE NOTICE NO. 10**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Andrea.thauvette@alltel.com</b>	TELEPHONE: (517) 930-1333 <b>Andrea Thauvette</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>March 31, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to March 31, 2008. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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

December 26, 2007

**CHANGE NOTICE NO. 9**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Andrea.thauvette@alltel.com</b>	TELEPHONE: (517) 930-1333 <b>Andrea Thauvette</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>February 15, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to February 15, 2008. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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

August 3, 2007

**CHANGE NOTICE NO. 8**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (517) 930-1333
<b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Andrea.thauvette@alltel.com</b>		<b>Andrea Thauvette</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>		
CONTRACT PERIOD: From: <b>April 10, 2003</b>		To: <b>December 31, 2007</b>
TERMS	<b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B.	<b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>		

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby **EXTENDED** to December 31, 2007. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

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

February 13, 2007

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR		TELEPHONE: (517) 930-1333
<b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Andrea.thauvette@alltel.com</b>		<b>Andrea Thauvette</b>
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 335-4804 <b>Douglas Collier</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>		
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>July 31, 2007</b>		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

**NATURE OF CHANGE (S):**

Effective immediately, this Contract is hereby EXTENDED to July 31, 2007.  
 Please note that the buyer has been changed to Douglas Collier. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**



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

August 10, 2006

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  Andrea.thauvette@alltel.com	TELEPHONE: (517) 930-1333 <b>Andrea Thauvette</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 <b>Lisa Morrison</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>December 31, 2006</b>	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

**NATURE OF CHANGE (S):**

Effective immediately, the attached modifications are hereby incorporated into this Contract. Also, this Contract is hereby EXTENDED from June 1, 2006 until December 31, 2006 so that it can be competitively bid. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON (S):**

Per agency and vendor agreement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

come and get your love<sup>SM</sup>

america's  
**largest**  
network

so reliable, you stay connected  
or we pay you back<sup>SM</sup>

my  
**circle**

choose who you call for free —  
any number, any network<sup>SM</sup>

anytime  
**plan**  
changes

change your rate plan whenever you  
need without extending your contract<sup>SM</sup>

get connected  
with Alltel and save.

**Alltel Affinity Program offers  
Your Employees:**

- 15% monthly rate plan discount
- Waived activation fee

On any Alltel Freedom plan **\$39.99/mo.** and higher\*  
Available to new and existing customers.

**Select plans feature:**

- Mobile-to-Mobile minutes
- Night & Weekend minutes
- Voice Mail
- Caller ID
- Call Waiting and more

Check out all the plans and phones available  
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Switch to Alltel today and start taking  
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benefits!

**This offer is only available by calling:**

**Amy Foresman**

**419.601.2002 - OH**

**517.243.8800 - MI**

**[amy.foresman@alltel.com](mailto:amy.foresman@alltel.com)**

**alltel**  
wireless

\*Requires registration with My Account at [alltel.com](http://alltel.com) using your corporate e-mail address, 2-year service agreement, credit approval and approved handset. Rate plan discount applies only to the monthly rate plan access charge. Offer is not valid on business rate plans, and is not available at all Alltel retail locations or through any Alltel customer service center.

Federal, state and local taxes apply. In addition, Alltel charges a monthly connectivity, regulatory and administrative surcharge up to \$1.70; federal and state Universal Service Fund fees (both vary by customer usage); and a 911 fee of up to \$1.94 (where 911 service is available). These additional fees may not be taxes or government-required charges and are subject to change. Plan Features: All features may not be available in all areas. Mobile-to-Mobile Minutes apply to calls between Alltel wireless customers that begin and end in your plan's calling area. Call forwarding, 411 and voice mail calls excluded. Nights are Mon-Thurs 9:00pm-5:59am. Weekends are Fri 9:00pm-Mon 5:59am. Largest Network Claim: Based upon analysis by an independent research company in April 2006, which compared marketed coverage patterns at the time of their creation of each wireless carrier without allowance for variations due to electrical interference, customer equipment, topography and each carrier's translation and defined preferences of their own internal engineering data. Stay Connected: An automatic one-minute credit will be provided for any dropped voice call on the Alltel network. Not available on prepaid plans. No action is required by the customer to receive the credit. Total dropped calls will be reflected on the current month's billing statement. Dropped calls will not be credited when outside the Alltel network. Program may be discontinued at the discretion of Alltel. My Circle: Available to new and existing customers on current select rate plans \$59.99/mo and higher. My Circle applies to 10 numbers per account, which must be shared among all lines on account. Not available on prepaid plans. Customer may not designate own wireless or voice mail number, directory assistance or 900 numbers as any of the 10 available numbers. Calls must begin and end in your plan's calling area. Designated numbers must be within the U.S. Program may be discontinued at the discretion of Alltel. Anytime Plan Changes: Does not apply to certain business accounts. Plan changes may not become effective until beginning of your next billing cycle. Additional Information: \$200 early termination fee may apply. Offers are subject to the Alltel Terms and Conditions for Communications Services available at any Alltel store or [alltel.com](http://alltel.com).

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

May 25, 2005

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B3001290**  
(Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Andrea.thauvette@alltel.com</b>	TELEPHONE: (517) 930-1333 <b>Andrea Thauvette</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-2005 <b>Lisa Morrison</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>June 1, 2006</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, the attached modifications are hereby incorporated into this contract. Also, this contract is hereby EXTENDED for one year. All other terms, conditions, specifications and pricing remain unchanged.

PLEASE NOTE: The buyer has been CHANGED to:

**Lisa Morrison**  
**530 W. Allegan**  
**P.O.Box 48909**  
**(517) 241-2005**  
**MorrisonL1@michigan.gov**

**AUTHORITY/REASON (S):**

Per agency contact (Dawn Collins) on 5/24/05.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$2,040,000.00**

# **Alltel contacts for the State of Michigan**

## **Business Solutions Representatives**

(Contact for New services or new cell phone lines)

**William Parker Dennen**

**517-243-2999**

[William.Dennen@alltel.com](mailto:William.Dennen@alltel.com)

**Thomas Jamieson**

**517-243-4300**

[Thomas.Jamieson@alltel.com](mailto:Thomas.Jamieson@alltel.com)

## **Director of Business**

**Thomas Floro**

**419-266-1598**

[Thomas.Floro@alltel.com](mailto:Thomas.Floro@alltel.com)

## **Key Account Representative**

(Contact for billing and customer service related questions/issues.)

**Daniel Gallant**

**517-388-5000**

[Daniel.Gallant@alltel.com](mailto:Daniel.Gallant@alltel.com)

**Christine Miller**

**517-243-4343**

[Christine.Miller@alltel.com](mailto:Christine.Miller@alltel.com)

## **E-911 COMPLIANCE**

**In order to provide the safest possible service concerning cellular phones and emergencies, the government has required that all cellular companies be e-911 capable. E-911 is available on current digital models of phones, not any analog phones.**

### **What is e-911??**

**E-911 is the ability for a 911 operator to locate you with 100 ft from where you are calling from in the event of an emergency. Giving you more efficient 911 service.**

### **What does this mean to you??**

**To be E-911 compliant Alltel, and other wireless carriers are no longer able to activate analog bag phones, or any older model of digital phone.**

**If your cellular phone is over 2yrs old, please contact your State Representative to inquire about updating that handset.**

## ALLTEL launches Blackberry for mobile professionals

Thursday, April 14, 2005

LITTLE ROCK, Ark. and WATERLOO, Ontario – ALLTEL and Research In Motion today announced the availability of the BlackBerry 7250 Wireless Handheld, BlackBerry Enterprise Server and BlackBerry Internet Service. BlackBerry, developed and manufactured by Research In Motion, operates on ALLTEL's CDMA 1X digital wireless network.

The Java-based BlackBerry 7250 combines phone, email, text messaging, organizer, web and corporate data applications in a single, integrated handheld device. The BlackBerry 7250 also features Bluetooth support for hands-free use with a headset or car kit, a bright full-color screen and 32MB of flash memory.

The BlackBerry 7250 is now available through ALLTEL's wireless business channel in select markets for **\$184.00 with a two-year contract**. ALLTEL expects to begin offering BlackBerry in its retail stores this summer.

**Customers who add a postpaid voice calling plan when purchasing the BlackBerry 7250 will receive unlimited data service for \$44.99 per month. Customers who choose unlimited data-only service with the BlackBerry 7250 will pay \$49.99 per month.**

"The BlackBerry 7250 allows mobile professionals to take their office with them and manage their corporate and personal email quickly and easily," said **George Page**, president of wireless business solutions for ALLTEL.

"The popularity of BlackBerry continues to spread rapidly as more and more people recognize the personal and organizational benefits of wireless connectivity. We're very pleased to be working together to offer BlackBerry to ALLTEL's customers in the United States," said **Mark Guibert**, vice president, corporate marketing at Research In Motion.

The ergonomic and lightweight BlackBerry 7250 fits comfortably in the palm of the hand and also features a large, easy-to-use QWERTY keyboard with highlighted number keys for quick phone dialing and a bright backlit screen that supports over 65,000 colors. The push-based BlackBerry wireless architecture enables messages to be delivered automatically to a customer's device without prompting or downloading.

For corporate customers, BlackBerry Enterprise Server software tightly integrates with Microsoft Exchange, IBM Lotus Domino and Novell GroupWise, and works with existing enterprise systems to enable secure, push-based, wireless access to email and other corporate data.

For individuals and smaller businesses, BlackBerry Internet Service allows users to access up to 10 corporate and/or personal email accounts (including Microsoft Exchange, IBM Lotus Domino, and



many

Please Contact William Parker Dennen @ 517-243-2999, [william.Dennen@alltel.com](mailto:william.Dennen@alltel.com)

Or Thomas Jamieson @517-243-4300, [thomas.jamieson@alltel.com](mailto:thomas.jamieson@alltel.com)

For any information concerning Blackberry.



### **24 Month Contract \$139.99**

Monthly fees are \$54.99 Unlimited usage  
\$7.99 for 2 megs.

\* larger entities *may* potentially qualify for lower equipment price based on size but this would be the price for the State contract as a whole

Keep in mind that this is not cellular, this is not billed in length of time connected, it is billed in amount of DATA transmitted while connected.

\*other stipulations may apply, ask representative for details.

### **Alltel is proud to introduce 1-X and EVDO to Michigan**

#### **What is 1-X and EVDO?**

1-x and EVDO (Evolution Data Only) are data connection speeds via a wireless air card as shown above. The air card allows you to take your laptop anywhere and still be connected to the internet. You will have full office functionality, just like you would being plugged in at your desk. 1-X will be all over Michigan, while EVDO will be in Metro Lansing and surrounding areas as depicted on the map below.

1-X allows you to connect to the internet at speeds of 40Kbs-144Kbs. (similar to DSL)

EVDO allows you to connect to the internet at speeds of 300-500 Kbs. (similar to cable modem)

#### **Security**

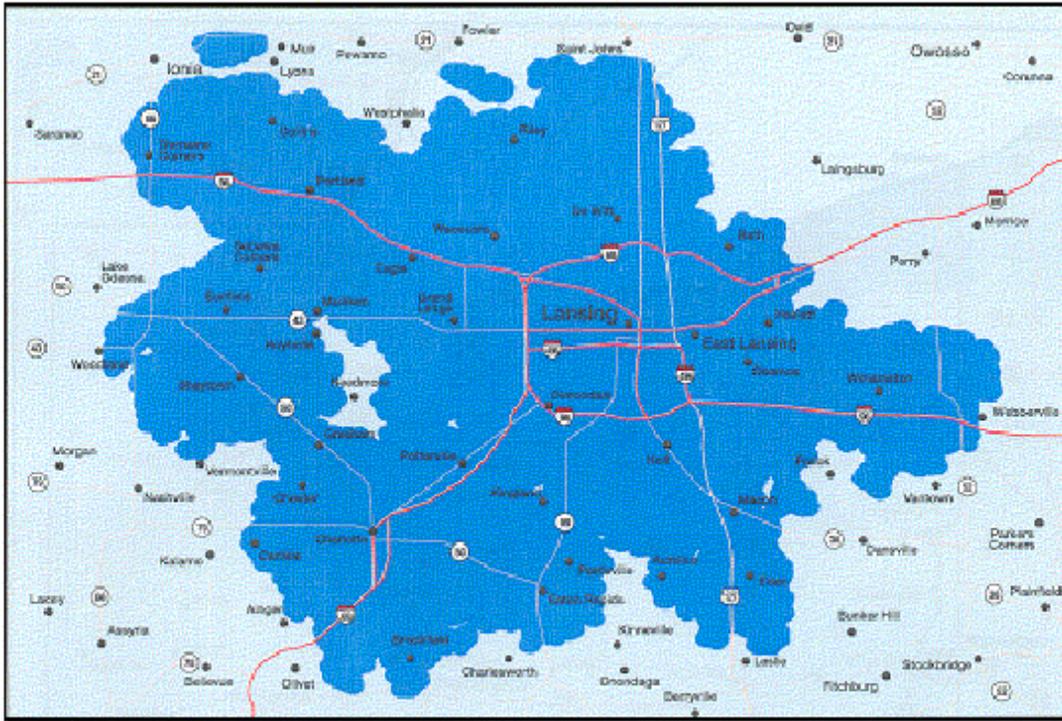
1-X and EVDO use a standardized algorithm called Cellular Authentication and Voice Encryption or C.A.V.E... This is simply a way of transmitting and receiving information in a manner that is difficult to decode. This method includes a 128-bit key called Shared Secret Data or S.S.D..

If you have any questions regarding this product please contact:

William Parker Dennen 517-243-2999, [william.dennen@alltel.com](mailto:william.dennen@alltel.com)



**1-XRTT COVERAGE MAP**



**Alltel HSAXCES / EVDO - MI 20041210**

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

July 12, 2004

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B3001290**  
(Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>Andrea.thauvette@alltel.com</b>	TELEPHONE: (517) 930-1333 <b>Andrea Thauvette</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 <b>Christine Mitchell</b>
Contract Compliance Inspector: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>June 1, 2005</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately this contract is hereby EXTENDED for one year, exercising the negotiated option exchanged for cost concessions in 2003. The new contract ending date is June 1, 2005.**

**All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON (S):**

**Per agency and vendor agreement.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$240,000.00**

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 25, 2003

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B3001290**  
(Supercedes Contract #071B6000102)

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>  <b>James.acuff@alltel.com</b>	TELEPHONE: (517) 347-9000 <b>James Acuff ext. 2020</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-0462 <b>Christine Mitchell</b>
Contract Administrator: Jack Harris <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>June 1, 2004</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, the vendor contact information is hereby changed to:

**James Acuff**  
**Sales Manager, Corporate Accounts**  
**Alltel Communications**  
**Lansing, MI**  
**Office: (517) 347-9000 ext. 2020**  
**Cell: (517) 582-5822**

**AUTHORITY/REASON (S):**

Per vendor contact (James Acuff) on 10/12/2003.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$240,000.00**

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

July 24, 2003

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B3001290**  
(Supercedes Contract #071B6000102)

**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>	TELEPHONE: (517) 347-9000 <b>Jay Ortman Ext. #2003#</b> <b>or Bonnie Stelljes Ext. #2020#</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-0462 <b>Christine Mitchell</b>
Contract Administrator: Tom Fogle <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>June 1, 2004</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

**Effective immediately, the following mail code for remittance is hereby ADDED to this contract:**

**Alltel**  
**P.O. Box 94255**  
**Palatine, IL 60094-4255**

**AUTHORITY/REASON (S):**

**Per agency contact (David Grimm) on 6/12/2003.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$240,000.00**

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

May 7, 2003

**NOTICE**  
**TO**  
**CONTRACT NO. 071B3001290**  
 (Supercedes Contract #071B6000102)  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>Alltel</b> <b>2339 Jolly Road</b> <b>Okemos, MI 48864</b>	TELEPHONE: <b>Jay Ortman Ext. #2003#</b> <b>or Bonnie Stelljes Ext. #2020#</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 335-0462 <b>Christine Mitchell</b>
Contract Administrator: Tom Fogle <b>Alltel Cellular Telephone Instrument/Services - Statewide</b>	
CONTRACT PERIOD: From: <b>April 10, 2003</b> To: <b>June 1, 2004</b>	
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>	

**PLEASE NOTE:** New rate packages; free voice mail; early cancellation fees waived; equipment upgrades (TDMA to CDMA equipment) free swap/one per user; no activation fees or upgrade fees for State business accounts; billing in 60 second increments (one minute minimum); quarterly bill analysis starting at the end of third quarter; busy/no answer charged only if ring/busy time is 60 seconds or more; voice mail - free deposit/pay airtime retrieval; 48 hour delivery on equipment; Employee rates are 10% off published retail rates with new employee packages available in April.

We would like to start the process to set up the alternative payment method (procurement card) for cellular phone products and services ordered against State of Michigan Contract #071B6000102. Included in the attachments to this amendment are specific instructions for P Card transactions with the State of Michigan.

Remittance address: **Alltel**  
**P.O. Box 94535**  
**Palatine, IL 60094-4535**

Estimated Contract Value: **\$240,000.00**

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

CONTRACT NO. 071B3001290  
 (Supercedes Contract #071B6000102)

between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR		TELEPHONE: Jay Ortman Ext. #2003# or Bonnie Stelljes Ext. #2020#
Alltel 2339 Jolly Road Okemos, MI 48864		VENDOR NUMBER/MAIL CODE
Contract Administrator: Tom Fogle Alltel Cellular Telephone Instrument/Services - Statewide		BUYER (517) 335-0462 Christine Mitchell
CONTRACT PERIOD:	From: April 10, 2003	To: June 1, 2004
TERMS	N/A	SHIPMENT N/A
F.O.B.	N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:  <b>PLEASE NOTE:</b> New rate packages; free voice mail; early cancellation fees waived; equipment upgrades (TDMA to CDMA equipment) free swap/one per user; no activation fees or upgrade fees for State business accounts; billing in 60 second increments (one minute minimum); quarterly bill analysis starting at the end of third quarter; busy/no answer charged only if ring/busy time is 60 seconds or more; voice mail - free deposit/pay airtime retrieval; 48 hour delivery on equipment; Employee rates are 10% off published retail rates with new employee packages available in April.  We would like to start the process to set up the alternative payment method (procurement card) for cellular phone products and services ordered against State of Michigan Contract #071B6000102. Included in the attachments to this amendment are specific instructions for P Card transactions with the State of Michigan.  Remittance address: Alltel P.O. Box 94535 Palatine, IL 60094-4535  Estimated Contract Value: \$240,000.00		

THIS IS NOT AN ORDER: A Purchase Order Form will be issued only as the requirements of the State Departments are submitted to Acquisition Services. Orders for delivery of may be issued directly by the State Departments through the issuance of a Purchase Order Form.

FOR THE VENDOR:	FOR THE STATE:
_____ Alltel Firm Name	_____ Signature
_____ Authorized Agent Signature	_____ Name Strategic Business Development, Acquisition Services
_____ Authorized Agent (Print or Type)	_____ Title
_____ Date	_____ Date

**SECTION I****CONTRACTUAL SERVICES TERMS AND CONDITIONS****I-A PURPOSE**

The purpose of this Contract is to obtain the wireless telecommunications products and services

This Contract is a fixed unit price contract.

**I-B TERM OF CONTRACT**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract by all parties. The activities in this Contract cover the period 4/10/2003 through 6/1/2004. The State fiscal year is October 1st through September 30th. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

**I-C ISSUING OFFICE**

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan Department of Information Technology, for use Statewide. Where actions are a combination of those of Acquisition Services and **DIT**, the authority will be known as the State.

**Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein.**

Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract(s). Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this Contract must be addressed to:

**Christine Mitchell, Buyer Specialist**

DMB, Acquisition Services

2nd Floor, Mason Building

P.O. Box 30026

Lansing, MI 48909

[michelc@michigan.gov](mailto:michelc@michigan.gov)

(517) 335-0462

**I-D CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the



prices, terms, conditions, and specifications the Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Thomas J. Fogle, Director  
Telecommunications and Network Management  
Department of Information Technology  
611 West Ottawa  
PO Box 30743  
Lansing, MI 48909  
Email: foglet@michigan.gov

**I-E CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in their proposal whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

**I-F NEWS RELEASES**

News releases pertaining to this document or the services, study, data, or project to which it relates will 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 program are to be released without prior approval of the State and then only to persons designated.

**I-G DISCLOSURE**

All information in a bidder's proposal and any Contract resulting from an ITB is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

**I-H ACCOUNTING RECORDS**

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

**I-I INDEMNIFICATION**

A. General Indemnification



To the fullest extent permitted by law, 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:

1. 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.
2. 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;
3. 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;
4. 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;
5. 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.

**B. Patent/Copyright Infringement Indemnification**

To the fullest extent permitted by law, 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.

C. Indemnification Obligation Not Limited

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 benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, 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 sub clause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**I-J LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action and proceeding brought against the State.

**I-K NON INFRINGEMENT/COMPLIANCE WITH LAWS**

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

**I-L CONFIDENTIALITY OF DATA AND INFORMATION**

All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

**I-M REMEDIES FOR BREACH OF CONFIDENTIALITY**

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-L of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed.

Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

**I-N CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide



evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.

All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.

The Contractor is required to provide the type and amount of insurance checked () below:

1. Commercial General Liability with the following minimum coverages:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations  
\$2,000,000 Products/Completed Operations Aggregate Limit  
\$1,000,000 Personal & Advertising Injury Limit  
\$1,000,000 Each Occurrence Limit  
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

2. If a motor vehicle is used to provide services or products under this Contract, Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.



3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

#### **I-O NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

#### **I-P CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract



pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or in part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.

Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

Criminal Conviction. In the event 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 upon the Contractor's business integrity.

Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event 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. 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 such written notice.

## **I-Q RIGHTS AND OBLIGATIONS UPON CANCELLATION**

If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the



Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.

Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### **I-R EXCUSABLE FAILURE**

Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); 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 such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such 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. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the



other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive 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 from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. 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 as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the 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.

#### **I-S ASSIGNMENT**

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 Director of Acquisition Services.

#### **I-T DELEGATION**

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 Director of Acquisition Services has given written consent to the delegation.

#### **I-U NON-DISCRIMINATION CLAUSE**

In the performance of this Contract or purchase order the Contractor 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 disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order 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 37.2101, *et seq*, and the Persons with Disabilities 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.

**I-V WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.state.mi.us/mdcs/Regindx](http://www.state.mi.us/mdcs/Regindx).

**I-W MODIFICATION OF SERVICE**

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

The Contract may not be revised, 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.

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. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.

If the State does not accept the Contractor's proposal, the State may:

withdraw its change request; or modify its change request, in which case the procedures set forth above will apply to the modified change request.



If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

**IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.**

**I-X NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the 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 the Contract.

**I-Y SEVERABILITY**

Each provision of the 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.

**I-Z 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 this Contract.

**I-AA RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its



subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**I-BB 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. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-CC SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**I-DD GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-EE CALENDAR YEAR SOFTWARE COMPLIANCE**

The Contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between centuries, and the years affected, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

**I-FF CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**I-GG STATEWIDE CONTRACTS**

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an



agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

**I-HH ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**I-II PROCUREMENT CARD PAYMENT**

State agencies are authorized to utilize the State issued procurement card to make payments for purchases against this contract agreement. Requirements surrounding the procurement card payment method are included in the attachments to this contract amendment.



**Acquisition Services  
Vendor  
Commodity Report Requirements**

The following reports are requested to be submitted quarterly. Please identify time frame on the report (i.e. October 2002 thru December 2002). Electronic copies (CD Rom, spreadsheet, etc) are preferred; however, paper copies will be accepted.

**Report I – High Level Summary**

(contract items only)

Statewide      Total Dollar Spend  
                    Total P Card Spend

Agency        Total Spend per Agency  
                    Total P Card Spend per Agency

**Report IIA & IIB – Detail**

(contract & noncontract items)

Agency        Date of Purchase  
                    Item/Product Number  
                    Item Description  
                    Unit of Measure  
                    Price per Unit  
                    Quantity  
                    Total Price  
                    Grand Total

**Report III – Detail**

Item            Item/Product Number  
                    Item Description  
                    Unit of Measure  
                    Price per Unit  
                    Quantity  
                    Total Price  
                    Grand Total



## P Card Instructions

- Credit Card** - The credit card used is MasterCard, issued by JP Morgan Chase. There are approx. 4,700 cardholders statewide. The VWR contract has multiple agencies participating, however it is not a statewide contract. Most cardholders have the same expiration date since the program started 7/1/01, however as new employees are added, their expiration dates will be different. You will not be given a listing of card numbers in advance. The Procurement Card may be used for any single state purchase that is \$2,500 or less (per transaction). Please contact Merchant Services (888) 333-7606 for any fee questions.
- Special Instructions** - We will need to know if you have special instructions for the ordering process (fax, phone, e-mail and time frame). Also, if you have online catalog instructions (logon procedure, state pricing online, and time frame). You can see sample instructions from other vendors on our website.
- Quarterly Reports** - I can fax to you our requirements for reports on procurement card expenditures which you will need to submit on a quarterly basis. Please let me know your fax number and I will send it to you.
- Invoices** - Daily invoices are not required, however we will require a packing slip with the shipment of the product. The state departments/agencies each do their own monthly reconciliation and payment of the Procurement Card bill. The Department of Management and Budget pays in full the State of Michigan amount due to JPMChase. These charges are processed to each department on a bi-weekly basis, based on the transaction detail from JPMChase.
- Contract Change Notice** - A change notice will be issued to the contract after the process is in place to inform the users about this alternative payment method. It will state the following:

### **Alternative Payment Methods**

#### **State Warrant/Procurement Card**

**Effective (date) the contractor will begin accepting orders by fax, phone, e-mail or on line catalog order, in addition to the standard purchase order process. Payment can be made using the State's MasterCard Procurement Card or State warrant. The contractor will not add a transaction fee to the invoice for items ordered using the procurement card. The contractor will provide quarterly reports on procurement card spend beginning July 1, 2003.**

**The contractor must adhere to the State of Michigan's Privacy Policy regarding personally identifiable information. If credit card information is stored it may only be used by the credit card holder and for that individual's ease of ordering. The contractor agrees not to release the State's buying statistics or credit card information to third parties.**

#### **Special Instructions - (from vendor)**

**All other terms, conditions and specifications remain the same.**

Here is the website to access the state's privacy policy:

<http://www.michigan.gov/doingbusiness/0,1607,7-146-6608-2088--,00.html>

If you have any further questions, please let me know. We look forward to working with you on the program.

**#071B3001290**



statewide/toll-free to state \$15/100 minute pooling plan with \$.15/minute post-package.

statewide/toll-free to state \$25/250 minute pooling plan with \$.12/minute post-package.

statewide/toll-free to *US* \$40/1000 minute pooling plan with \$.10/minute post-package.

**#071B3001290**



**LOCAL FREEDOM PLANS**

**STATE OF MICHIGAN PRICING**

PLAN	MO. SVC.	MINS.	AIRTIME	TOLL	ROAMING
LOCAL 50	\$17.95	50	\$.40	\$.25	\$.59
LOCAL 300	\$26.95	300	\$.40	\$.25	\$.59
LOCAL 500	\$35.95	500	\$.35	\$.25	\$.59
LOCAL 700	\$44.95	700	\$.30	\$.25	\$.59
LOCAL 1000	\$62.95	1000	\$.30	\$.25	\$.59
LOCAL 1500	\$89.95	1500	\$.25	\$.25	\$.59
LOCAL 2300	\$134.95	2300	\$.25	\$.25	\$.59
LOCAL 3300	\$179.95	3300	\$.25	\$.25	\$.59

LOCAL FREEDOM PLANS ON THE LOCAL 300 PLAN AND ABOVE CAN POOL MINUTES WITH 5 OR MORE LINES. ALSO INCLUDED ARE 5000 NIGHT AND WEEKEND MINUTES WHICH CAN BE USED IN THE ALLTEL MICHIGAN OWNED AND OPERATED COVERAGE AREA.

INCLUDED FEATURES: DETAILED BILLING, CALLER ID, CALL FORWARDING, 3-WAY CALLING, AND CALL WAITING.

AIRTIME RATE APPLIES IF INCLUDED MINUTES ARE EXCEEDED.

LONG DISTANCE CHARGES INCURRED IF CALLS ARE PLACED TO NUMBERS OUTSIDE OF INCLUDED COVERAGE AREA. (SEE MAP AT TOP OF PAGE.)

ROAMING CHARGES INCURRED IF CALLS ARE PLACED OR RECEIVED OUTSIDE OF INCLUDED COVERAGE AREA. (SEE MAP AT TOP OF PAGE.)

**#071B3001290**



**National Freedom<sup>SM</sup> Coverage Area**

**Nationwide Roaming at 59¢ per minute**

**Roam Light Indication**  
 Light OFF - Not Roaming  
 Light FLASHING - Not Roaming  
 Light ON - Roaming



**NATIONAL FREEDOM PLANS**

**STATE OF MICHIGAN PRICING**

PLAN	MO. SVC. CHG	AIRTIME	TOLL	ROAMING	ROAM TOLL
NATIONAL 300	\$31.50	\$.40	\$0.00	\$.59	\$.40
NATIONAL 400	\$40.50	\$.35	\$0.00	\$.59	\$.40
NATIONAL 550	\$49.50	\$.35	\$0.00	\$.59	\$.40
NATIONAL 900	\$67.50	\$.35	\$0.00	\$.59	\$.40
NATIONAL 1200	\$90.00	\$.25	\$0.00	\$.59	\$.40
NATIONAL 2000	\$135.00	\$.25	\$0.00	\$.59	\$.40
NATIONAL 3000	\$180.00	\$.20	\$0.00	\$.59	\$.40

POOLING OF THESE PLANS IS AVAILABLE WITH 5 LINES OR MORE. ALSO INCLUDED, 250 MOBILE TO MOBILE MINUTES WHICH CAN BE USED IN THE MICHIGAN ALLTEL OWNED AND OPERATED AREA, AS WELL AS 3000 NIGHT AND WEEKEND MINUTES WHICH CAN ALSO BE USED IN THE ALLTEL OWNED AND OPERATED MICHIGAN AREA.

INCLUDED FEATURES: CALLER ID, DETAILED BILLING, CALL FORWARDING, 3 WAY CALLING, CALL WAITING AND PREVIEW VOICEMAIL.

AIRTIME RATE APPLIES IF INCLUDED MINUTES ARE EXCEEDED.

ROAMING CHARGES INCURRED WHEN CALL IS PLACED OR RECEIVED OUTSIDE OF INCLUDED COVERAGE AREA. (REFER TO COVERAGE MAP AT TOP OF PAGE.)

**#071B3001290**



**REGIONAL FREEDOM PLANS**

**STATE OF MICHIGAN PRICING**

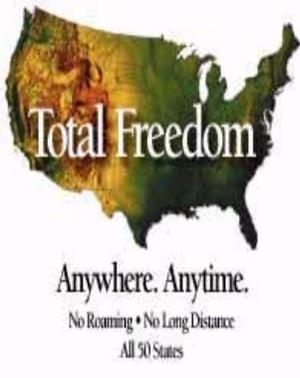
PLAN	MO. SVC	MINS INC.	AIRTIME	ROAMING
REG 150	\$26.95	150	\$.40	\$.59
REG 300	\$35.95	300	\$.35	\$.59
REG 500	\$44.95	500	\$.30	\$.59
REG 750	\$62.95	750	\$.30	\$.59
REG 1100	\$89.95	1100	\$.25	\$.59
REG 1700	\$134.95	1700	\$.25	\$.59
REG. 2200	\$179.95	2200	\$.25	\$.59

REGIONAL FREEDOM PLANS CAN POOL MINUTES WITH 5 LINES OR MORE. ALSO INCLUDED ARE 3500 NIGHT AND WEEKEND MINUTES PER LINE, MINUTES CAN BE USED IN THE ALLTEL OWNED AND OPERATED COVERAGE AREA IN MICHIGAN.

INCLUDED FEATURES: DETAILED BILLING, CALLER ID, CALL FORWARDING, 3-WAY CALLING, AND CALL WAITING.

AIRTIME CHARGES APPLY WHEN INCLUDED MINUTES ARE EXCEEDED.

ROAMING CHARGES APPLY WHEN CALLS ARE PLACED OR RECEIVED OUTSIDE OF INLCUDED COVERAGE AREA. (REFER TO MAP AT TOP OF PAGE.)



TOTAL FREEDOM PLANS

STATE OF MICHIGAN PRICING

PLAN	MO. SVC. CHG.	ROAM	TOLL	AIRTIME
TOTAL FREEDOM 200		\$35.95	\$0.00	\$0.00 \$ .40
TOTAL FREEDOM 350		\$44.95	\$0.00	\$0.00 \$ .35
TOTAL FREEDOM 600		\$62.95	\$0.00	\$0.00 \$ .35
TOTAL FREEDOM 900		\$89.95	\$0.00	\$0.00 \$ .25
TOTAL FREEDOM 1500		\$134.95	\$0.00	\$0.00 \$ .25
TOTAL FREEDOM 2000		\$179.95	\$0.00	\$0.00 \$ .25

TOTAL FREEDOM PLANS HAVE A POOLING CAPABILITY WHEN YOU HAVE 5 OR MORE LINES. YOU ALSO RECEIVE 3500 NIGHT AND WEEKEND MINUTES TO BE USED IN THE ALLTEL OWNED AND OPERATED COVERAGE AREA IN MICHIGAN.

INCLUDED FEATURES: CALLER ID, DETAILED BILLING, CALL FORWARDING, CALL WAITING, 3 WAY CALLING, AND PREVIEW VOICEMAIL.

AIRTIME CHARGES APPLY IF INCLUDED MINUTES ARE EXCEEDED.