

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 TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

April 27, 2011

**CHANGE NOTICE NO. 9
TO
CONTRACT NO. 071B8200195
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: Shelly.Forbes@VerizonWireless.com	TELEPHONE (800) 219-1821 Shelly Forbes
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Steve McMahon STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2012	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S): Inclusion of Custom 3G Mobile Broadband Machine-to-Machine (M2M) Megabyte SharePlans as hereto as Attachment 1 to Change Notice No. 9.

All provisions of the Agreement, including attachments thereto, not addressed by this Change Notice No. 8 remain in full force and effect.

AUTHORITY/CHANGE(S):

Per vendor and agency agreement

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

Attachment 1 to Change Notice No. 9

Custom 3G Mobile Broadband Machine-to-Machine (M2M) Megabyte SharePlans: Government Subscribers Only							
Machine to Machine Plans with monthly access fees \$34.99 or higher are eligible for the M2M Monthly Access Fee Discounts.							
Monthly Access Fee	Mobile Broadband/ National Access Allowance	Share Option Monthly Access Fee	Share Tier	Overage Rate per MB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	National Access Roaming per KB (Canada)
\$5.00	1 MB	Included	Tier 1	\$3.00	\$0.25	\$0.69 domestic roaming)	\$0.002
\$7.00	5 MB	Included					
\$10.00	25 MB	Included					
\$15.00	50 MB	Included					
\$25.00	250 MB	\$10.00	Tier 2	\$3.00	\$0.25	\$0.69 domestic roaming)	\$0.002
\$50.00	5 GB	\$10.00					

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at www.verizonwireless.com.

Sharing: Customer must maintain a minimum of five (5) M2M lines choosing a Custom 3G Mobile Broadband Machine-to-Machine Megabyte SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering these plans and may migrate existing M2M lines to the 3G Mobile Broadband M2M Plans (without sharing). Sharing among M2M lines is available only among lines active on plans in the same sharing tier. Customer must maintain a minimum of 5 lines on the Machine to Machine plans in order to share data. Each sharing Line's unused KBs will pass to other sharing Lines that have exceeded their data allowance, during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines. Some accounts may require special handling, which may take 1 to 2 bill cycles, before sharing is available Plan changes may not take effect until the billing cycle following the change request.

3G M2M Data Plan Terms and Conditions

Machine-to-Machine ("M2M") refers to the transmission of data using the Wireless Service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. All terms and conditions of the Agreement apply to M2M service, which shall be deemed a "Wireless Service," and M2M Lines, except as modified below.

Eligible M2M Plans: Verizon Wireless M2M plan with a monthly access fee of \$34.99 or higher unless such plan specifies that discounts are not applicable. M2M plans can be activated for 12 or 24 month Line Terms or on a month-to-month basis.

M2M Line: An individual line of Wireless Service used for Machine-to-Machine transmission.

M2M Equipment: Customer must provide its own M2M equipment, which must be listed on Verizon Wireless' approved device list at the time of activation, when activating service on a Verizon Wireless M2M Plan. Customer may not activate equipment purchased from Verizon on M2M plans.

M2M Management Center: The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be

set forth in this Addendum. The M2M Management Center may be provided by Verizon Wireless' third party supplier nPhase. The set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless and nPhase retain full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof. The limitation of liability, limitation of damages and disclaimer of warranties sections of the Agreement apply to nPhase and to services provided hereunder by nPhase.

M2M Plan Details. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the

megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in

"CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$51.2/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

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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 27, 2011

**CHANGE NOTICE NO. 8
TO
CONTRACT NO. 071B8200195
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: Shelly.Forbes@VerizonWireless.com	TELEPHONE (800) 219-1821 Shelly Forbes
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-0462 Christine Mitchell
Contract Compliance Inspector: Steve McMahon STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2012	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S): Effective immediately, this contract is EXTENDED by one year to October 4, 2012. One option year remains.

All provisions of the Agreement, including attachments thereto, not addressed by this Change Notice No. 8 remain in full force and effect.

AUTHORITY/CHANGE(S):

Per vendor and agency agreement

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

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

September 14, 2010

**CHANGE NOTICE NO. 7
 TO
 CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve McMahon	
STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S): Inclusion of a new State of Michigan Custom Mobile Broadband Plan as hereto as Attachment 1 to Change Notice No. 7.

All provisions of the Agreement, including attachments thereto, not addressed by this Change Notice No. 7 remain in full force and effect.

AUTHORITY/CHANGE(S):

Per vendor and agency agreement

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

Attachment 1 to Change Notice No. 7

State of Michigan Custom Mobile Broadband Plan	
The State of Michigan Custom Mobile Broadband Calling Plan has been discounted and is not eligible for additional monthly access fee discounts.	
Monthly Access Fee	\$37.99
Monthly Allowance	Unlimited
Per Minute Rate[†]	\$0.25 per minute
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Domestic Long Distance	Included
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. [†]Per Minute Rate applies to voice calls, IS-95 and other non- Mobile Broadband/NationalAccess data usage in the United States. The State of Michigan agrees to maintain a minimum of Ten Thousand (10,000) Government Subscribers. Thereafter, if such line commitment is not maintained, Verizon Wireless reserves the right to discontinue offering the \$37.99 State of Michigan Custom Mobile Broadband Plan and may change existing Government Subscribers to the \$44.99 Mobile Broadband Plan. If usage on a Data Plan or Feature that does not include a specific monthly megabyte allowance or that is not billed on a pay-as-you-use basis exceeds 5 gigabytes per account line during any billing period, Verizon Wireless reserves the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. You may assess and monitor your own data usage during a particular billing period by accessing My Account online, or by contacting Customer Service.</p>	

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 5, 2010

**CHANGE NOTICE NO. 6
 TO
 CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve McMahon	
STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S): Inclusion of a \$10.00 Push to Talk feature as hereto as Attachment 1 to Change Notice No. 6. The Samsung Convoy will be available at no charge, while supplies last, to State of Michigan Government Subscribers.

All provisions of the Agreement, including attachments thereto, not addressed by this Change Notice No. 6 remain in full force and effect.

AUTHORITY/CHANGE(S):

Per vendor quote received 4/30/2009 and as approved by DIT and DMB.

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

FOR THE CONTRACTOR: _____ Cellco Partnership d/b/a Verizon Wireless Firm Name _____ Authorized Agent Signature Marni Walden, Area President Authorized Agent (Print or Type) _____ Date	FOR THE STATE: _____ Signature Steve Motz, Buyer Name/Title IT Division Division _____ Date
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Attachment 1 to Change Notice No. 6

Nationwide Unlimited Push to Talk Feature

The Push to Talk Unlimited Feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$10.00
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited

Note: Current coverage details can be found at www.verizonwireless.com. Push to Talk terms and conditions apply. This feature may be added to any calling plan, including the State of Michigan and MiDEAL Government Subscriber Flat Rate calling plan. *Per calling plan.

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 28, 2010

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B8200195
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve McMahon	
STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S): Inclusion of a tethering plan as hereto as Attachment 1 to Change Notice No. 5. Field Force Manager – Basic and Field Force Manager – Advanced are eligible to be added to the State of Michigan Custom 100 Minute Share Plan.

All provisions of the Agreement, including attachments thereto, not addressed by this Change Notice No. 5 remain in full force and effect.

AUTHORITY/CHANGE(S): Per vendor and agency request and DMB approval.

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

FOR THE CONTRACTOR:	FOR THE STATE:
Cellco Partnership d/b/a Verizon Wireless	Signature
Firm Name	Steve Motz, Buyer
Authorized Agent Signature	Name/Title
Marni Walden, Area President	IT Division
Authorized Agent (Print or Type)	Division
Date	Date

Attachment 1 to Change Notice No. 5

Mobile Broadband Data Feature The Mobile Broadband Data Feature are NOT eligible for monthly access fee discounts.	
	Mobile Broadband Connect Features <small>With a Mobile Broadband Connect- capable Smartphone or BlackBerry device</small>
Monthly Access Fee	\$10 [†]
Monthly Allowance	Unlimited
Per MB Rate After Allowance	\$0.05
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate [†]	\$0.25 per minute
Domestic Long Distance	Included
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Broadband Connect is currently available on select voice and data devices, and provides Mobile Broadband/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. [†]With Nationwide Email Plan or Unlimited Corporate Email feature (\$44.99) added to an eligible voice calling plan or may be added to the State of Michigan Flat Rate with a Blackberry/PDA Unlimited Feature. These plans are not eligible for discounts on month to month activations.</p>	

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

January 13, 2010

**CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B8200195
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve McMahon STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2011	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S):

Effective immediately this contract is **EXTENDED** one year. The new contract end date is **October 4, 2011**. All other terms, conditions and specifications remain the same.

AUTHORITY/CHANGE(S):

Per agency request and DMB/vendor approval.

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

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 8, 2009

**CHANGE NOTICE NO. 3
 TO
 CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 Steve Motz
Contract Compliance Inspector: Steve McMahon	
STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.	

NATURE OF CHANGE(S): Exhibit C in the Contract is hereby deleted in its entirety and replaced with the pricing attached hereto in this Change Notice No. 3. The Contractor has voluntarily agreed to reduce pricing per Executive Directive 2009-3. The buyer for this contract is now Steve Motz.

Telemetry Pricing is attached hereto for inclusion under Contract No. 071B8200195

AUTHORITY/CHANGE(S):

Per vendor quote received 4/30/2009 and as approved by DIT and DMB.

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

FOR THE CONTRACTOR:	FOR THE STATE:
Cellco Partnership d/b/a Verizon Wireless	Signature
Firm Name	Steve Motz, Buyer
Authorized Agent Signature	Name/Title
Marni Walden, Area President	IT Division
Authorized Agent (Print or Type)	Division
Date	Date



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Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



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Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless Pricing Catalog State of Michigan and MiDEAL Program Government Subscribers

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless' Pricing Offer – State of Michigan and MiDEAL Program Government Subscribers

The pricing contained herein is based on the State of Michigan fulfilling all of its Wireless Service needs within the State of Michigan primarily through Verizon Wireless where Verizon Wireless has network coverage. In the event that the State of Michigan does not comply with awarding Verizon Wireless primary carrier, in addition to all other rights, Verizon Wireless reserves the right to discontinue or reduce the discounts and plans offered in this Agreement with thirty (30) days written notice.

State of Michigan' Subscribers must activate service via the Verizon Wireless Extranet or through the Verizon Wireless Business Sales Channel to qualify for the proposed rates.

Monthly Access Fee Discount Schedule - State of Michigan and MIDEAL Program Government Subscribers

Government Subscribers are eligible for monthly access fee discounts on select business calling plans as indicated on such calling plan exhibits included herein. In addition, Government Subscribers qualify for monthly access fee discounts on eligible consumer voice and NationalAccess/BroadbandAccess calling plans throughout Verizon Wireless' Areas with monthly access fees of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess/BroadbandAccess calling plans with monthly access fees of \$34.99 and higher may also qualify to receive the monthly access fee discount. State of Michigan acknowledges that the access fee discount may not be applied to any Subscriber's line having less than a full month's access fee charge in any given month in certain markets due to billing system limitations. Please see the discount schedule below for the Qualifying Subscriber discount percentages:

Qualifying Subscriber Monthly Access Fee Discount
20%

Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess/BroadbandAccess calling plans as applicable, subject to any limitations as indicated elsewhere in this Agreement and any Exhibits. Qualifying data features also receive a discount of 20%.

Equipment Pricing: Handset equipment pricing is based on the Verizon Wireless Full Retail Pricing Matrix. Accessories are discounted 25% off retail price. Some accessories may not qualify for discounts. See your Account Management team for details.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan and MiDEAL Program Government Subscriber Flat Rate

This plan not eligible for any additional discounts

Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Long Distance)	Verizon Wireless Long Distance	Home Calling Area*
\$0.00	0	\$0.06	\$0.69	Included for Domestic Long Distance Calls Made from Home Calling Area	State of Michigan

Subscribers may choose the following options for an additional fee

1000 Night and Weekend Minutes	\$5.00 additional monthly access fee per line
1000 In Calling Minutes	\$5.00 additional monthly access fee per line
Unlimited Data Feature	\$29.99 additional monthly access fee per line**

Note: *The Home Calling Area for subscribers with digital equipment and service is all of Michigan. Verizon Wireless reserves the right to move any Subscriber line on this Flat Rate plan that has no usage for three (3) consecutive months to Nationwide Flat Rate Calling Plan. This plan is contingent on State of Michigan awarding Verizon Wireless primary carrier in those markets that Verizon Wireless has network coverage. This plan is only available to the State of Michigan Government and MiDEAL Government Program Subscribers only and not eligible for the State Employees. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature will have the pay as you go feature with OMB and \$0.015 per KB overage/ \$15.36 per MB. A data plan or feature is required to use a BlackBerry device **Not eligible for monthly access fee discounts.

Nationwide Flat Rate Calling Plan

The Nationwide Flat Rate Calling Plans are NOT eligible for monthly access fee discounts and promotions

No Domestic Roaming or Long Distance Charges

Mobile Web 2.0†

Monthly Anytime Voice Minutes	Government Subscriber Monthly Access Fee
0	\$11.99
Per Minute Rate	\$0.25
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Government Subscriber Emergency Phone Program – Voice

This plan not eligible for any additional discounts.

Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Domestic Long Distance)	Verizon Wireless Long Distance	Home Calling Area**	Equipment
\$0.01	0	\$16.99 for first minute. \$0.25 for each additional minute	\$0.69	Included for Domestic Long Distance Calls Made from Home Calling Area	Verizon Wireless National Enhanced Services Area	The first two hundred and fifty (250) handsets on this plan will be available at Government Matrix Pricing ¹

Note: This plan is limited to two hundred and fifty (250) total devices on the voice or data emergency phone program. This plan is only available to State of Michigan Subscribers. ¹After the two hundred and fifty Government Matrix Pricing handsets have been exhausted, all subsequent equipment will be available at full retail pricing. This plan includes 3 way calling, call waiting, call forwarding and Caller ID. ^{**}The Home Calling Area for this plan is the Verizon Wireless National Enhanced Services Area.

Custom Nationwide for Business Share Plan: Government Subscribers Only

The Nationwide for Business Calling Plans are eligible for monthly access fee discounts#

Monthly Access Fee With Sharing	\$34.99
Monthly Access Fee less 20% discount	\$27.99
Home Airtime Minutes	200
Overage Rate	\$0.25 per minute
IN Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Long Distance	Included
Mobile Web 2.0*	Included
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a 12 or 24 month Line Term extension. ^{*}Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. ^{*}Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Custom Share Plan: Government Subscribers Only

The State of Michigan Custom Share Plan is NOT eligible for monthly access fee discounts

Monthly Access Fee With Sharing	\$23.99
Home Airtime Minutes	100
Overage Rate	\$0.25 per minute
Mobile to Mobile Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Long Distance	Included
Mobile Web 2.0*	Included
Push to Talk (Unlimited)	\$5.00 per month
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a 24 month Line Term extension. *Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte. This plan is only available for new Subscribers or equipment eligible upgrades.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Custom Voice Plans: Government Subscribers

The State of Michigan Custom Voice Plans have been discounted and are not eligible for additional monthly access fee discounts.

	Government 300 Voice Plan	Government 300 Voice Share Plan ¹	Government 600 Voice Plan	Government 600 Voice Share Plan ¹	Government 1000 Voice Plan	Government 1000 Voice Share Plan ¹
Standard Monthly Access Fee	\$35.88	\$38.45	\$52.55	\$55.12	\$67.94	\$70.50
Monthly Access Fee Discount Less 20% Discount	\$28.70	\$30.76	\$42.04	\$44.10	\$54.35	\$56.40
Monthly Airtime Minutes	300	300	600	600	1000	1000
Friends & Family (Up to 10 numbers)	N/A	N/A	Included up to 10 numbers per account (not per user)			
Mobile to Mobile minutes¹	Unlimited					
Night and Weekend Minutes	Unlimited					
Per Minute Rate (over allowance)	\$0.25 per minute					
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)					

Note: These plans include a home airtime area that encompasses the Verizon Wireless Nationwide network. Our Nationwide network includes Verizon Wireless' network and the network of select roaming partners. Please see Nationwide map below for more information. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply. Long distance charges will apply when making or receiving calls outside the United States. Charges for International calls while Roaming domestically are billed separately as roaming and at the applicable international rate. International long distance (where available) will vary. International dialing and Directory Assistance calls will be categorized together and not detailed out on the monthly invoice. Charges for features will be categorized together, billed as other charges and not detailed. If the State of Michigan Business SharePlan is not renewed, State of Michigan's Government Subscriber lines will be migrated onto retail consumer pricing or Government pricing if available. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply. Employee Subscribers of the State of Michigan and the MiDeal Program Employees are not eligible to select these rate plans.

¹Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the Mobile to Mobile area. Mobile to Mobile minutes are per line and can not be shared among multiple Government Subscribers within their market that are activated on the same account. Mobile to Mobile is not available to customers whose current wireless exchanges restrict the delivery of Caller ID. **1-Share Option:** Sharing on these calling plans is for voice anytime minutes only. Customer must maintain a minimum of five (5) State of Michigan and MiDeal Program Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Custom Voice and Data Bundle Plans -Government Subscribers

The State of Michigan Voice and Data Bundle Plans have been discounted and are not eligible for additional monthly access fee discounts.

	Government 300 Voice and Data Plan	Government 300 Voice and Data Share Plan ¹	Government 600 Voice and Data Plan	Government 600 Voice and Data Share Plan ¹	Government 1000 Voice and Data Plan	Government 1000 Voice and Data Share Plan ¹
Standard Monthly Access	\$72.49	\$74.99	\$88.74	\$91.24	\$103.74	\$106.24
Monthly Access Fee Discount Less 25% Discount	\$54.37	\$56.25	\$66.56	\$68.43	\$77.81	\$79.68
Monthly Airtime Minutes	300	300	600	600	1000	1000
Friends & Family (Up to 10 numbers)	Included up to 10 numbers per account (not per user)					
Overage Rate	\$0.25 per minute					
Mobile to Mobile Minutes	Unlimited					
Night and Weekend Minutes	Unlimited					
Domestic Long Distance	Included					
Text Messages[†]	Included (Unlimited)					
MB Allowance	Unlimited					
Tethered Modem Capability	\$10.00 per month					

Notes: These plans include a home airtime area that encompasses the Verizon Wireless Nationwide network. Our Nationwide network includes Verizon Wireless' network and the network of select roaming partners. Please see Nationwide map below for more information. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options.

[†]Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages. A data plan or feature is required to use a BlackBerry device. Employee Subscribers of the State of Michigan and the MiDeal Program Employees are not eligible to select these rate plans. **1-Share Option:** Sharing on these calling plans is for voice anytime minutes only. Customer must maintain a minimum of five (5) State of Michigan and MiDeal Program Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Nationwide for Business Calling Plans

Nationwide for Business Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges		Unlimited Night & Weekend Minutes Mobile Web 2.0 [†]			Per-Minute Rate After Allowance
Monthly Anytime Voice Minutes	Basic Plan	Basic Plan less 20% Discount	Select Plan ✓ Unlimited Messaging [†]	Select Plan less 20% Discount ✓ Unlimited Messaging [†]	
Monthly Access Fee					
450	\$39.99	\$31.99	\$59.99	\$47.99	\$0.25
900	\$59.99	\$47.99	\$79.99	\$63.99	
1350	\$79.99	\$63.99	\$99.99	\$79.99	
2000	\$99.99	\$79.99	\$119.99	\$95.99	
4000	\$149.99	\$119.99	\$169.99	\$135.99	
Data Sent or Received*	\$1.99/ MB				
Share Option	\$5 additional monthly access per line				
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), <i>Get it Now</i>, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.</p>					

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Nationwide Plus Canada Calling Plans

Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

1000 National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges to Canada and the U.S. (Including Puerto Rico)		1000 Night & Weekend Minutes Mobile Web 2.0 [†]	
Monthly Anytime Voice Minutes	Monthly Access Fee	Monthly Access Fee less 20% discount	Per-Minute Rate After Allowance
450	\$59.99	\$47.99	\$0.45
900	\$79.99	\$63.99	\$0.40
1350	\$99.99	\$79.99	\$0.35
2000	\$119.99	\$95.99	\$0.25
4000	\$169.99	\$135.99	\$0.25
6000	\$219.99	\$175.99	\$0.20
Data Sent or Received*		\$1.99/ MB	

Notes: Current coverage details can be found at www.verizonwireless.com. Anytime minutes, Night and Weekend Minutes, and per minute rates are for use from within the Nationwide Plus Canada rate and coverage area. IN Calling Minutes are for use from within the Nationwide Plus Canada rate in coverage area in the U.S. and Puerto Rico. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Roaming in Canada outside of the Nationwide Plus Canada Rate and Coverage Area is \$0.69 per minute. [†]Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Custom Push to Talk Unlimited Calling Plan: Government Subscribers

The Push to Talk Unlimited calling plan is NOT eligible for monthly access fee discounts.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Monthly Access Fee	\$24.99
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited

Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area).

Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Nationwide Email for Business Calling Plans

Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges		Unlimited Data Allowance for email Unlimited Night & Weekend Minutes			
Monthly Anytime Voice Minutes	Email Plan ✓ voice and email	Email Plan less 20% Discount ✓ voice and email	Email & Messaging Plan ✓ Voice, email, and messaging unlimited text, picture and video messaging	Email & Messaging Plan less 20% Discount ✓ Voice, email, and messaging unlimited text, picture and video messaging	Per-Minute Rate After Allowance
	Monthly Access Fee				
450	\$79.99	\$63.99	\$99.99	\$79.99	\$0.25
900	\$99.99	\$79.99	\$119.99	\$95.99	
1350	\$109.99	\$87.99	\$129.99	\$103.99	
2000	\$129.99	\$103.99	\$149.99	\$119.99	
4000	\$169.99	\$135.99	\$189.99	\$151.99	
Share Option		\$5 additional monthly access per line			
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Custom BlackBerry/PDA Calling Plan – Government Subscriber

Government Email Wireless Sync for smartphones or BlackBerry Solution
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.
Government Email Plans and features are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan [†]		As a Stand-Alone Calling Plan	
Monthly Access Fee	\$24.99	\$29.99***	\$29.99	\$49.99
Monthly Access Fee less 20% discount	\$19.99	n/a	n/a	\$39.99
Monthly Access Fee With Share Option	n/a		\$34.99	n/a
Monthly Access Fee With Share Option less 20% discount	n/a		\$27.99	n/a
MB Allowance	10 MB	Unlimited	10 MB	Unlimited
Rate After Allowance	\$0.005/ KB (\$5.12/ MB)	n/a	\$0.005/ KB (\$5.12/ MB)	n/a
National Access Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)			
Per Minute Rate ^{††}	Per the Voice Calling Plan		\$0.25 per minute	
Domestic Long Distance	Per the Voice Calling Plan		Included	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature may 1) choose a \$0.00 access fee feature with OMB and \$0.015 per KB overage/ \$15.36 per MB (Wireless Sync not included, but can be added for \$5.00 monthly fee) or 2) select the data block feature. A data plan or feature is required to use a BlackBerry device. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-National Access data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. ***Not eligible for monthly access fee discounts.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



A discount has been applied and this plan is not eligible for any further discounts.

BlackBerry/PDA Calling Plan	
Monthly Access Fee	47.49
Monthly Access Fee less 20% Discount	\$37.99
Domestic MB Allowance	Unlimited
Home Airtime/Min. Rate	\$0.12
Mobile to Mobile Calling	Unlimited
Domestic Text Messages	Unlimited
Domestic Long Distance ¹	Included
Overage Rate Per KB	n/a
National-Access Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Global Email Unlimited MB Allowance	\$16.00 (monthly access per subscriber in addition to monthly access fee of \$37.99)
NOTE: Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. Mobile Broadband is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. ¹ Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. ¹ Domestic long distance is included when placing calls in the Nationwide home airtime rate and coverage area. ¹¹ Long distance charges will apply when making or receiving calls outside the United States.	

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Personal Email Email and Web for BlackBerry

Includes BlackBerry internet service compatible with POP3, and IMAP email accounts only. The Personal Email Plan and feature are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan [†]	As a Stand-Alone Calling Plan
Monthly Access Fee	\$29.99	\$34.99
Monthly Access Fee less 20% discount	\$23.99	\$27.99
MB Allowance	Unlimited	
Rate After Allowance	n/a	
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate [†]	\$0.25 per minute	
Domestic Long Distance	Per the Voice Calling Plan	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature may 1) choose a \$0.00 access fee, pay as you go feature with OMB and \$0.015 per KB overage/ \$15.36 per MB or 2) select the data block feature. A data plan or feature is required to use a BlackBerry device. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance.

BroadbandAccess Data Plans and Features

The BroadbandAccess Data Plans and Features are eligible for monthly access fee discounts and promotions, when available.

	BroadbandAccess [*]		BroadbandAccess Connect Features		
	With a PC Card or USB Modem, or notebook with BroadbandAccess Built-In		With a smartphone or BlackBerry	With a BroadbandAccess Connect – capable handset	
Monthly Access Fee	\$39.99	\$44.99 ^{***}	\$15.00 [†]	\$30.00 ^{††}	\$59.99 ^{†††}
Monthly Access Fee less 20% discount	\$28.34	N/A	N/A	\$24.00	\$47.99
Monthly Allowance	50 MB	Unlimited	5 GB (5,120MB)	5 GB (5,120MB)	5 GB (5,120MB)
Per MB Rate After Allowance	\$0.99	N/A	\$0.49	\$0.49	\$0.49

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ^{*}Monthly Access Fee discounts on these Plans are available for Government Subscribers only. BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadbandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth[®] is not supported with BroadbandAccess Connect. [†]With Nationwide Email Plan or Unlimited Email Feature added to an eligible calling plan. ^{††}With unlimited Email plan or Web and Email for BlackBerry plan or feature. ^{†††}With any qualifying voice calling plan. ^{***}Not eligible for monthly access fee discounts.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



BroadbandAccess Wireless Router Solution BroadbandAccess MB Plans						
VZAccess BroadbandAccess Wireless Router Solution Plans are eligible for monthly access fee discounts and promotions, when available.						
Monthly Access Fee	\$39.99	\$59.99	\$99.99	\$149.99	\$249.99	\$549.99
Monthly Access Fee less 20% discount	\$31.99	\$47.99	\$79.99	\$119.99	\$199.99	\$439.99
Monthly Access Fee With Share Option	\$44.99	\$64.99	\$104.99	\$154.99	\$254.99	\$554.99
Monthly Access Fee With Share Option less 20% discount	\$35.99	\$51.99	\$83.99	\$123.99	203.99	\$443.99
Data Allowance	40 MB	250MB	450MB	900MB	1800MB	4500MB
Overage Rate Per KB	\$0.001			\$0.0005		
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)					
Per Minute Rate ¹	\$0.25 per minute					
Domestic Long Distance	Included					
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹ Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. BroadbandAccess Megabyte Plans are only for activation on Primary Router devices approved for use on the Verizon Wireless network. Current Primary Router approved models include the Digi Connect WAN, Digi Connect Port WAN, BlueTree 4600, Airlink Raven-E, Mobile Bridge, and Cisco 3G. Verizon Wireless does not include primary routers as part of its device offerings. Primary Router devices are available from the original equipment manufacturers.						

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Global Custom Voice and Data Bundle Plans - Government Subscribers

The State of Michigan Voice and Data Bundle Plans have been discounted and are not eligible for additional monthly access fee discounts.

	Government 300 Global Voice and Data Plan	Government 300 Global Voice and Data Share Plan ¹	Government 600 Global Voice and Data Plan	Government 600 Global Voice and Data Share Plan ¹	Government 1000 Global Voice and Data Plan	Government 1000 Global Voice and Data Share Plan ¹
Standard Monthly Access	\$92.49	\$94.99	\$108.74	\$111.24	\$123.74	\$126.24
Monthly Access Fee Discount Less 25% Discount	\$69.37	\$71.24	\$81.56	\$83.43	\$92.81	\$94.68
Anytime Minutes	300	300	600	600	1000	1000
Friends & Family (Up to 10 numbers)	Included up to 10 numbers per account (not per user)					
Overage Rate	\$0.25 per minute					
Mobile to Mobile Minutes	Unlimited					
Night and Weekend Minutes	Unlimited					
Domestic Long Distance	Included					
Text Messages[†]	Included (Unlimited)					
Global MB Allowance	Unlimited					
Tethered Modem Capability	\$10.00 per month					

Notes: These plans include a home airtime area that encompasses the Verizon Wireless Nationwide network. Our Nationwide network includes Verizon Wireless' network and the network of select roaming partners. Please see Nationwide map below for more information. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options. [†]Unlimited Messaging is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages. A data plan or feature is required to use a BlackBerry device. Employee Subscribers of the State of Michigan and the MiDeal Program Employees are not eligible to select these rate plans. 1-Share Option: Sharing on these calling plans is for voice anytime minutes only. Customer must maintain a minimum of five (5) State of Michigan and MiDeal Program Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Nationwide GlobalEmail for Business Calling Plans

Nationwide GlobalEmail for Business Calling Plans are eligible for monthly access fee discounts and promotions, when available.

**Unlimited National IN Calling Minutes (mobile to mobile)
No Domestic Roaming or Long Distance Charges**

**Unlimited Data Allowance for email
Unlimited Night & Weekend Minutes**

Monthly Anytime Voice Minutes	GlobalEmail Plan Voice and email	GlobalEmail Plan less 20% Discount Voice and email	GlobalEmail & Messaging Plan Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	GlobalEmail & Messaging Plan less 20% Discount Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	Per-Minute Rate After Allowance
	Monthly Access Fee				
450	\$99.99	\$79.99	\$119.99	\$95.99	\$0.25
900	\$119.99	\$95.99	\$139.99	\$111.99	
1350	\$129.99	\$103.99	\$149.99	\$119.99	
2000	\$149.99	\$119.99	\$169.99	\$135.99	
4000	\$189.99	\$151.99	\$209.99	\$167.99	
Share Option	\$5 additional monthly access per line				
International Calling	GlobalPhone rates apply for calls made while traveling internationally. See the Calling Plan and Feature details section. International long distance calling rates from the United States vary by destination.				
Notes: Current coverage details can be found at www.verizonwireless.com . The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



GlobalEmail Data Plan and Feature Global smartphones or Global BlackBerry
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.
Government and Personal Email Plans and features are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan [†]	As a Stand-Alone Calling Plan	Pay as you Go
Monthly Access Fee	\$64.99	\$69.99	n/a
Monthly Access Fee less 20% Discount	\$51.99	\$55.99	n/a
Monthly Data Allowance			
United States	Unlimited for e-mail		n/a
Canada			\$0.002 per KB or \$2.05 per MB
Mexico			\$0.005 per KB or \$5.12 per MB
Rest of the World			\$0.02 per KB or \$20.48 per MB
Voice Usage			
Domestic Voice ^{††}	Per the voice calling plan	25¢ per minute for calls within Nationwide Rate and Coverage Area	Per the voice calling plan
International Voice	Global Phone, and CDMA roaming rates for calls made while traveling internationally		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select an Email plan or Pay as you Go feature must select the data block feature. A data plan or feature is always required to use a BlackBerry device.

GlobalAccess Data Plan Global PC Card
The GlobalAccess Plan is eligible for monthly access fee discounts and promotions, when available.

	As a Stand-Alone Calling Plan	Pay-Per-Use Plan
Monthly Access Fee	\$129.99	n/a
Monthly Access Fee less 20% Discount	\$103.99	n/a
Monthly Data Allowance and Overage		
United States	5 GB (5,120MB) (\$0.49/ MB after allowance)	Must subscribe to a domestic BroadbandAccess Plan.
Canada		0 MB - \$0.002 per KB or \$2.05 per MB
Mexico and Select Destinations	100 MB* (\$0.005/KB or \$5.12/MB after allowance)	0 MB - \$0.005 per KB or \$5.12 per MB
Rest of the World	0 MB (\$0.02/KB or \$20.48/MB)	0 MB - \$0.02/KB or \$20.48 per MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. * Total allowance for all applicable destinations.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless Fleet AdministratorSM
State of Michigan Government and MiDEAL Program Subscribers

Verizon Wireless Fleet Administrator qualifies for monthly access fee discounts.

Standard Monthly Access Fee	\$49.99
Monthly Access Fee less 20% Discount	\$39.99
MB Allowance	2 MB
Overage Rate Per KB	\$0.015

NOTE: Subject to the NationalAccess terms and conditions. NationalAccess is available in the National Enhanced Services rate and coverage area. See map for details. TXT message terms and conditions apply.

NationalAccess: A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that results from Customer's Equipment. Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Fleet Administrator: Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purposes of installation/de-installation of devices. After hours installation may be subject to an additional fee. Customer will have 30 days to return Equipment for a full refund and cancel service without an Early Termination Fee. A de-installation fee of \$75.00 applies. Equipment return period begins when Equipment is installed or 15 days after billing period begins whichever is earlier. An early termination fee of \$50.00 applies to each Fleet Administrator Subscriber line terminated prior to the expiration of the applicable Line Term. An activation fee of \$15.00 for Government Subscribers selecting twelve (12) month line term agreements, and \$10.00 for Government Subscribers selecting twenty-four (24) month line term commitments. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.

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Calling Plan Optional Features – State of Michigan Government and MiDEAL Program Subscribers

The following features may be added to calling plans. Some calling plans may not allow some features. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

Unlimited IN Messaging (TXT, PIX, & FLIX Messaging)				
Optional Feature Access Fee	\$10.00	\$15.00	\$20.00	
Additional Messages	500	1500	5000	
Overage Rate	\$0.10 per message/ per address			
TXT, PIX, & FLIX Messaging	Optional Feature Access Fee	Included Messages		Overage Rate
	\$5.00	250		\$0.10 per message/ per address
Basic Messaging	TXT Messaging			PIX and FLIX Messaging
	\$0.20	\$2.99	\$7.99	
	Per Message	100 Messages	300 Messages	\$0.25 per message
Overage Rate	\$0.10 per message per address			N/A
Enhanced TXT Downloads	\$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download		\$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download	
V Cast VPak	\$15.00			
Push to Talk	\$10.00 Monthly Access Fee (Cannot be added on to any Flat Rate Calling Plans)			
Mobile Web	\$5.00			
GSM International Roaming Global Phone		Zone 1 Countries	Zone 2 Countries	Zone 3 Countries
	Government Subscribers	\$0.99/ minute	\$1.99/ minute	\$4.79/ minute
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges			
Field Force Manager	Optional Feature Access Fee - Limited*	Optional Feature Access Fee - Basic*	Optional Feature Access Fee - Advanced*	
	\$19.99 per user	\$29.99 per user	\$49.99 per user	
Monthly Access Fee less 20% Discount	N/A	\$23.99 per user	\$39.99 per user	
*May be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.				
Optional Feature rates and packages are subject to change.				

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Wireless Phone Insurance Packages

Extended Warranty	\$1.99 per month
Wireless Phone Protection	\$4.99 per month
Total Equipment Coverage	\$5.99 per month

Verizon Wireless is not licensed as an insurance carrier or insurance agent, is not in the business of selling insurance nor is it a reseller of insurance. Subscribers may be able to obtain equipment insurance coverage from a third party insurance provider through Verizon Wireless. The equipment insurance prices charged may vary by the Verizon Wireless Area in which the subscriber is seeking service. Verizon Wireless may terminate, at any time and in its sole discretion, its relationship with a particular insurance provider and substitute other insurance providers, or the provision of insurance altogether, with no liability to Verizon Wireless. Depending on the area in which they receive service, Verizon Wireless subscribers may purchase wireless equipment insurance from Asurion Insurance Services, Inc. or lockline™ LLC, a subsidiary of the Lockton Insurance Company. New Verizon Wireless subscribers have the option of enrolling in a wireless equipment insurance program when they activate service for an additional cost. Existing customers must contact the third party insurance provider or Verizon Wireless Customer Service to enroll. The process will vary depending on the third party insurance provider. The third party insurance provider's policy may cover both equipment and certain wireless accessories. On behalf of the insurance provider, Verizon Wireless will bill each insured line for the insurance coverage, on a monthly basis, via their Verizon Wireless account. Verizon Wireless is providing the use of its billing system as a convenient method for subscribers to pay their monthly insurance premium. Verizon Wireless subscribers may purchase coverage from a third party insurance provider at the point of sale or by contacting the third party insurance provider directly. Additional terms and conditions apply and can be provided by the third party insurance provider upon request.

Push to Talk Unlimited Feature

The Push to Talk Unlimited Feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$5.00
One to One and Group Push to Talk	Unlimited

Note: The Push to Talk feature must be added to an eligible calling plan with a monthly access fee of \$34.99 or higher (Push to Talk can also be added to Family SharePlan secondary lines). Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless Calling Plan and Features Details - State of Michigan Government and MiDEAL Program Subscribers

Calling Plans and Associated Charges: Government Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. Employee Subscribers may activate Wireless Service on eligible Verizon Wireless consumer/retail calling plans, as well as any calling plan included with this Agreement that specifically allows Employee Subscribers, subject to the terms of the Verizon Wireless retail customer agreement. On Family SharePlan® calling plans, monthly access fee discounts apply only to the primary line of service. Subscribers may take advantage of promotions or purchase Equipment at Government pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. In order to gain access to coverage in newly expanding markets, Subscribers must periodically dial *228 to update roaming information from voice or PDA devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID: Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Premium Plans: The Premium Plan includes Unlimited Messaging, VCast VPak, VZ Navigator, and Mobile Email. Compatible device required for certain features on in the Premium Plan. VZ Navigator and Mobile Email software must be downloaded to the device from Get it Now. Additional terms and conditions to these software programs apply. If these applications are not downloaded to the device, or if the device is not compatible, if the applications are deleted from the device, the monthly access fee will not be reduced. If the device is replaced, the software downloads are required on the replacement device. If the calling plan is changed from the Nationwide Premium Plan to another calling plan, the software, service, and monthly subscription fee for VZ Navigator and Mobile Email (if these applications were downloaded) will be charged until the subscriptions are canceled from the device.

Unlimited Messaging: Unlimited Messaging, included with the Select and Premium Plans, is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Verizon Wireless Calling Plan Included Features ¹	
Call Waiting ^{2,7}	Three Way Calling ^{2,7}
Call Forwarding ^{2,7}	No Answer/ Busy Transfer ⁷
Caller ID ^{3,7}	Basic Voice Mail ^{2,7}
411 Search ^{5,7}	Basic Text Messaging ⁶
Mobile Web ^{2,7,8}	

¹ Not available in some areas.

² Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

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³When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

⁴Airtime charges apply to message retrieval.

⁵411 Search, directory assistance with automatic call completion is subject to a per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

⁶Text Messaging offered at the prevailing rate, currently \$0.20 per inbound and \$0.20 per outbound message per address \$0.25 for picture messages. Text message charges are subject to change.

⁷Feature not included on NationalAccess and BroadbandAccess Plans at no charge, but are available at the prevailing Verizon Wireless rates.

⁸ Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on smartphones or the Email and Web for BlackBerry Plans. Unless the a V Cast, or Mobile TV Select Package, or a Nationwide Premium Calling Plans is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Area. A Push to Talk call is terminated by pressing end or will automatically time out after twenty (20) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the 10-digit phone number of the called party. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the Nationwide Rate and Coverage area. IN calls must originate and terminate while both Verizon Wireless Subscribers are within the IN Calling area. IN Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal[®] services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. IN Calling minutes will be applied before Anytime Minutes.*

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

*NOTE: If both Night and Weekend and IN Calling minute allowances apply to a given call, IN Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

IN Messaging: Cannot be combined with any other package that includes a Text or Picture & Video message allowance. IN Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless Subscribers' wireless phones while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the Subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak requires V Cast capable Equipment. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, ESPN MPV, and unlimited MBs for V Cast Video, V Cast Music, Mobile Web 2.0 and Get It Now. Application fees apply for all other Get It Now applications, 3-D games, and music. Premium music clips and video clips are available for an extra charge. V Cast Alerts are sent as Text Messages and are subject to Text Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks, or for (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose.

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Get It Now® and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com.

V Cast Mobile TV: Subscription to V Cast Mobile TV requires V Cast Mobile TV capable Equipment. The V Cast Mobile TV Select and Basic packages include unlimited access to ESPN Mobile TV, NBC News2Go, CBS Mobile, MTV, Nickelodeon, Comedy Central, and Fox Mobile Channel. Parental controls are available. The V Cast Mobile TV Select package also includes a V Cast VPAK. The V Cast Mobile TV Limited package includes Fox Mobile Channel, NBC News2Go, and CBS Mobile. These terms and conditions are in addition to and subject to the V CAST terms and conditions. V CAST Mobile TV coverage required. Service may be interrupted or restricted without notice. Verizon Wireless is not responsible for and does not assume liability for content, including, without limitation, any defamation, obscenity or profanity you may encounter using this service. Content providers, program schedules, menu order, program and channel availability and service functionality may change without notice. Content may not be recorded, stored or redirected to any device other than your phone. Content may include advertisements.

International Long Distance (I-DIAL): International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

Verizon Wireless International Long Distance Value Plan: I-DIAL required to call most countries. Value Plan feature is not available on all Calling Plans. Rates are subject to change without notice. Standard International Long Distance rates apply only on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls made from your Calling Plan's Rate and Coverage Area. If a Subscriber's Calling Plan's Rate and Coverage Area includes Canada and Mexico, calls made from that area to Canadian or Mexican phone numbers, as applicable, will be billed per the Calling Plan. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries, 1) is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, and surcharges and taxes, which are billed on a pass-through basis; 2) \$0.002 per KB/ \$2.05 per MB in the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas; 3) \$0.005 per KB/ \$5.12 per MB in the Mexican Enhanced Services Rate and Coverage Area. Voice network roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

Field Force Manager: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable, GPS enabled, Field Force Manager compatible Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. When purchasing the Field Force Manager feature, Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the VZAccess terms and conditions.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service

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area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Nationwide Email for Business Plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC, with the exception of the BroadbandAccess Connect Features. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Permitted Uses: VZEmail and VZAccess Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing Government intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

• **Prohibited Uses:** While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties' Internet-based resources, including the generation or dissemination of viruses, malware, or "denial of service" (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. If usage on a Data Plan or Feature that does not include a specific monthly megabyte allowance or that is not billed on a pay-as-you-use basis exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. You may assess and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Account online, or by contacting Customer Service. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy.]

Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, Good Mobile Messaging Server, and BlackBerry Enterprise Server (BES)): Please contact a Verizon Wireless sales representative for current Server Software Pricing. Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, Good Mobile Messaging Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The Good Mobile Messaging Server is manufactured by and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, Good Mobile Messaging, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, Good Mobile

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Messaging or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, you may be charged for an incoming Text Message every time you receive an email or other update. To avoid Text Messaging charges, you can set up timed synchronization or manually initiate synchronization. Wireless Sync software updates will be sent to Subscriber devices and will be charged as a data call.

NationalAccess Roaming Feature: *Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com. NationalAccess roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.*

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess ManagerSM and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and BroadbandAccess Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

Nationwide for Business: (NOTE: Subscribers to Nationwide for Business can share voice minutes across these plans and price points subject to some billing system limitations, **these plans share minutes with certain America's Choice share plans.**) Sharing on these calling plans is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Government Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused Anytime Minutes will pass to other sharing Subscribers that have exceeded their Anytime Minutes during the same monthly billing period (IN Calling minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on Nationwide for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Plan choosing the Share Option on PDA, Smartphone or BlackBerry devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Plan with the Share Option. Each sharing Subscriber's unused kilobytes will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused kilobytes will be distributed proportionally as a ratio of the kilobytes needed by each applicable Subscriber to the total kilobytes needed by all sharing Subscribers. Plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan Telemetry – Government Subscribers

Telemetry Attainment Tier and Discounts							
Customer's Telemetry Attainment Tier, as indicated below, is based on the total number of Telemetry Units under this Agreement and determines the discount applicable to Attainment Tier discounted Telemetry calling plans. The Attainment Tier, and applicable discounts do not count toward any other Telemetry Plan in this or any other Agreement. Telemetry Units do not count towards Customer's voice/non-Telemetry data (Data) line attainment and/or revenue commitment under this or any other Agreement, nor do voice/Data lines under this or any other Agreement apply toward the Telemetry Attainment Tier.							
Telemetry Monthly Access Fee Discount	<input type="checkbox"/> 10%	<input type="checkbox"/> 12%	<input type="checkbox"/> 13%	<input checked="" type="checkbox"/> 15%	<input type="checkbox"/> 16%	<input type="checkbox"/> 19%	<input type="checkbox"/> 20%
Telemetry Attainment Tiers	5-99	100 - 499	500 - 999	1,000 - 4,999	5,000 - 9,999	10,000 - 14,999	15,000 +
Telemetry Calling Plans							
Attainment Tier Discounted Calling Plans							
Telemetry calling plans identified in this section are eligible for Telemetry Monthly Access Fee discounts based on Customer's Telemetry Attainment Tier indicated above. No further discounts apply.							
<input checked="" type="checkbox"/> Mobile Broadband Telemetry Megabyte Plans				<input checked="" type="checkbox"/> Mobile Broadband Telemetry MegabyteSharePlans			
Fixed-Discount Telemetry Calling Plans							
Telemetry calling plans identified in this section have a fixed discount, as indicated within each plan, based on Customer's Telemetry Attainment Tier and are not eligible for Telemetry Monthly Access Fee discounts. No further discounts apply.							
<input checked="" type="checkbox"/> Digital Minute of Use Telemetry Plans							

1. Definitions:

Government Subscriber Unit ("Unit" or "Telemetry Unit"): A line of service whose account is set up in Customer's name for which Customer bears payment responsibility that is activated on a telemetry calling plan and is intended for machine-to-machine data transmissions only. Except as modified in this addendum, terms and conditions applicable to Government Subscribers are applicable to Government Subscriber Units. Telemetry Lines are subject to an activation fee of \$15.00 for 12 month Line Terms, \$10.00 for 24 month Line Terms, and are waived for 36 month Line Terms.

Telemetry Equipment: Equipment used by Customer in conjunction with Wireless Service primarily for machine-to-machine use. Except as modified in this addendum, terms and conditions applicable to Equipment are applicable to Telemetry Equipment.

2. Activation Fees and Early Termination Fees ("ETF"): Telemetry lines are subject to an activation fee of \$15.00 for 12 month Line Terms; \$10.00 for 24 month Line Terms; and are waived for 36 month Line Terms. An ETF of \$50.00 applies to each Telemetry Unit terminated, or ported to another service provider, prior to the expiration of the Line Term.

3. Telemetry Attainment Tier Discounts and Pricing: To be eligible for the attached pricing and discounts for Verizon Wireless Telemetry calling plans, monthly access fee and accessory discounts and Equipment pricing, Customer agrees to achieve and maintain a minimum of 5 Telemetry Units at all times and agrees to achieve and maintain its initial minimum of active Telemetry Units ("Telemetry Attainment Tier") within the Grace Period. Verizon Wireless will convert existing qualifying Telemetry Units under this Agreement within 90 days from the Effective Date, after receiving all necessary information; however, if Equipment modifications are required, conversion time may be extended. If the number of Government Subscribers exceeds its Attainment Tier for at least 2 consecutive months, it may request in writing that Verizon Wireless adjust the telemetry monthly access fee discount, consistent with the applicable higher Attainment Tier. Any such Attainment Tier adjustment may take one to two bill cycles to become effective and will not result in any retroactive discounts, credits, or charges.

4. Telemetry Equipment Charges: Customer may purchase non-telemetry equipment, sold by Verizon Wireless, when activating a Telemetry Unit; however, Customer must purchase such Equipment at Verizon Wireless non-discounted retail pricing. Customer may use its own Equipment provided it is on the Verizon Wireless approved device list at the time of activation. Customer will be responsible for any hardware and/or software modifications to ensure Equipment functions on and is compatible with the Verizon Wireless network, as verified by Verizon Wireless.

5. Online Ordering: Telemetry Calling Plans and Verizon Wireless Equipment, if applicable, are not generally available through online ordering.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless' Telemetry Plans:

Mobile Broadband Telemetry Megabyte Plans

The Mobile Broadband/NationalAccess Telemetry plans are eligible for the Telemetry Monthly Access Fee Discounts.

Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
\$8.99	1 MB	\$0.0050	\$0.25	\$0.69 domestic roaming)	\$0.002
\$10.99	2 MB				
\$12.99	3 MB				
\$14.99	4 MB				
\$16.99	5 MB				
\$19.99	10 MB				
\$29.99	25 MB	\$0.0003	\$0.25	\$0.69 domestic roaming)	\$0.002
\$39.99	50 MB				
\$49.99	250 MB				
\$59.99	1 GB				
\$99.99	5 GB				

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. In order to qualify for this plan Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer \$10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

Mobile Broadband Telemetry Megabyte SharePlans

The Mobile Broadband /NationalAccess Telemetry plans are eligible for the Telemetry Monthly Access Fee Discounts.

Monthly Access Fee	Mobile Broadband/ NationalAccess MB Allowance	Overage Rate per KB	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
\$10.99	1 MB	\$0.0050	\$0.25	\$0.69 domestic roaming)	\$0.002
\$12.99	2 MB				
\$18.99	5 MB				
\$34.99	25 MB				
\$39.99	50 MB	\$0.0003	\$0.25	\$0.69 domestic roaming)	\$0.002
\$49.99	250 MB				
\$59.99	1 GB				
\$99.99	5 GB				

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply.

Sharing: Sharing is available only among Corporate Subscribers to the Mobile Broadband Telemetry Megabyte SharePlans. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers, that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of ten (10) Telemetry Units choosing a Mobile Broadband Telemetry Megabyte SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the Mobile Broadband Telemetry Megabyte SharePlans and migrate existing Telemetry Units to the Mobile Broadband Telemetry Megabyte Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Sharing is available between the following plan groups, (\$10.99 1 MB, \$12.99 2 MB, \$18.99 5 MB, and the \$34.99 25 MB) or (\$39.99 50 MB, \$49.99 250 MB and

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



the \$59.99 1 GB). The \$99.99 5GB plan can only share with itself. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

Digital Minutes of Use Telemetry Plans:

The Minutes of Use Telemetry plans are NOT eligible for Telemetry Monthly Access Fee Discounts.

Digital Minutes of Use Telemetry Plan - Option 1

Telemetry Units ²	Monthly Access Fee	On-Net Anytime Allowance	On-Net Rate Per Minute ¹ /Overage (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
50 - 499	\$11.00	45 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69 domestic roaming	\$0.20
500 - 999	\$10.00				
1,000 - 4,999	\$ 9.00				
5,000 - 9,999	\$ 8.00				
10,000 +	\$ 7.00				

Digital Minutes of Use Telemetry Plan - Option 2

Telemetry Units ²	Monthly Access Fee	On-Net Off Peak Allowance	On-Net Rate Per Minute ¹ /Overage (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate per Minute (Peak/Off-Peak)
50 - 499	\$11.00	60 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69 domestic roaming	\$0.20
500 - 999	\$10.00				
1,000 - 4,999	\$ 9.00				
5,000 - 9,999	\$ 8.00				
10,000 +	\$ 7.00				

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. ¹On-Net rates apply when on Verizon Wireless' digital and analog network only, subject to device capabilities. Roaming and toll charges may apply when making and receiving calls. ²The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Customer's Telemetry Units but are not subject to further access fee discounts based on Customer's Telemetry Attainment Tier. Available to Customer must maintain a minimum of 50 Telemetry Units under this Agreement. Should Customer fall below 50 Units, Verizon Wireless reserves the right to bill Customer \$10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

Verizon Wireless Telemetry Calling Plan and Features Details

Calling Plans and Associated Charges: Some calling -plans or monthly access fee price points may not be available in all markets. Customer's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Airtime is rounded up to next full minute or kilobyte, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Telemetry Unit. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Caller ID ^{1, 2}	411 Connect ^{SM 2, 3}	Basic TXT Messaging ³
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¹When making a call, Telemetry Unit's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be

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blocked. ²Feature not included on NationalAccess and Mobile Broadband Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates ³Directory assistance with automatic call completion is \$1.25 per call plus airtime charges. ³\$0.20 per inbound and \$0.20 per outbound message charge applies. TXT Messaging terms and conditions below apply..

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

NationalAccess/ Mobile Broadband

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. Mobile Broadband data sessions require Mobile Broadband capable Equipment and must be placed within Mobile Broadband service areas. For current NationalAccess and Mobile Broadband service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/Mobile Broadband data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with Mobile Broadband. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions. **NationalAccess Roaming Feature:** Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$51.2/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

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State of Michigan Employee Subscribers

Verizon Wireless' Pricing Offer – State of Michigan Employee Subscribers

State of Michigan Employee Subscribers must activate service via the Verizon Wireless Extranet or through the Verizon Wireless Business Sales Channel to qualify for the proposed rates.

Employee Subscriber: An employee of the State of Michigan or MiDeal entity utilizing Wireless Service whose account is registered under this Agreement and is set up in the employee's name and for which the employee bears responsibility. Verizon Wireless' relationship with Employee Subscribers is governed by the Verizon Wireless retail Customer Agreement.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

Purchases by Employees: An employee of the State (with proof of employment) may activate new or register existing lines of Wireless Service, not to exceed 5 lines per employee, and obtain the applicable monthly access fee discounts on Eligible Calling Plans available to individual consumers, accessory discounts and Equipment Pricing, if eligible, provided such employee first: (a) executes a Verizon Wireless retail customer agreement; and (b) qualifies under Verizon Wireless consumer credit criteria. Employee Subscriber activations or registrations of existing Verizon Wireless lines must meet the requirements of the Verizon Wireless Employee Program. Employee discounts and pricing may not be available to purchases made through agents or at retail store locations. Upon request, the State shall confirm the employment status of Employee Subscribers.

Line Terms: The term for each Subscriber line begins on the date wireless service is activated for that line and continues for the term (the minimum term is 1 year) selected by the Customer or the Subscriber ("Line Term"). When the Line Term expires, wireless service continues on a month-to-month basis. Subscribers who take advantage of promotions or purchase Equipment at Government pricing after initial activation may be required to extend their Line Term.

Early Termination Fees ("ETF") applies to State of Michigan Employee Subscribers. An ETF of \$175.00 applies to each line terminated or ported to another service provider prior to the expiration of the line term. For each line activated or line term extended under this resulting Agreement, the ETF will be reduced by \$5.00 for each full month of service completed for each month of service complete toward such line term.

Employee Subscribers are eligible for any commercially available plans. Rate plans can be found on verizonwireless.com

Monthly Access Fee Discount Schedule –State of Michigan Employee Subscribers

Subscribers qualify for monthly access fee discounts on eligible consumer voice and NationalAccess/BroadbandAccess calling plans throughout Verizon Wireless' Areas with monthly access fees of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess/BroadbandAccess calling plans with monthly access fees of \$34.99 and higher may also qualify to receive the monthly access fee discount. State of Michigan acknowledges that the access fee discount may not be applied to any Subscriber's line having less than a full month's access fee charge in any given month in certain markets due to billing system limitations. Please see the discount schedule below for the Qualifying Subscriber discount percentages:

Qualifying Employee Subscriber -Monthly Access Fee Discount

19%

Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess/BroadbandAccess calling plans as applicable and are based on the Qualifying Subscriber line attainment, subject to any limitations as indicated elsewhere in this Agreement and any Exhibits. Qualifying data features also receive a discount of 19%.

Equipment Pricing: Handset equipment pricing is based on the Verizon Wireless National Midwest Area Pricing Matrix at the 100-999 attainment line tier. Accessories are discounted 25% off retail price. Some accessories may not qualify for discounts. See your Account Management team for details.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



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

May 5, 2009

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Steve McMahon STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Please see the attached New Discount Programs for employees and employees of Mi Deal Program from 19% to 20% discount. Additionally, see attached New Board Band rate plan.

AUTHORITY/CHANGE(S):

Per vendor quote received 4/30/2009 and as approved by DIT and DMB.

ESTIMATED CONTRACT VALUE REMAINS: \$3,500,000.00

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



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Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



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Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



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Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless Pricing Catalog State of Michigan and MiDEAL Program Government Subscribers

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless' Pricing Offer – State of Michigan and MiDEAL Program Government Subscribers

The pricing contained herein is based on the State of Michigan fulfilling all of its Wireless Service needs within the State of Michigan primarily through Verizon Wireless where Verizon Wireless has network coverage. In the event that the State of Michigan does not comply with awarding Verizon Wireless primary carrier, in addition to all other rights, Verizon Wireless reserves the right to discontinue or reduce the discounts and plans offered in this Agreement with thirty (30) days written notice.

State of Michigan' Subscribers must activate service via the Verizon Wireless Extranet or through the Verizon Wireless Business Sales Channel to qualify for the proposed rates.

Monthly Access Fee Discount Schedule - State of Michigan and MIDEAL Program Government Subscribers

Government Subscribers are eligible for monthly access fee discounts on select business calling plans as indicated on such calling plan exhibits included herein. In addition, Government Subscribers qualify for monthly access fee discounts on eligible consumer voice and NationalAccess/BroadbandAccess calling plans throughout Verizon Wireless' Areas with monthly access fees of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess/BroadbandAccess calling plans with monthly access fees of \$34.99 and higher may also qualify to receive the monthly access fee discount. State of Michigan acknowledges that the access fee discount may not be applied to any Subscriber's line having less than a full month's access fee charge in any given month in certain markets due to billing system limitations. Please see the discount schedule below for the Qualifying Subscriber discount percentages:

Qualifying Subscriber Monthly Access Fee Discount
20%
Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess/BroadbandAccess calling plans as applicable, subject to any limitations as indicated elsewhere in this Agreement and any Exhibits. Qualifying data features also receive a discount of 19%.

Equipment Pricing: Handset equipment pricing is based on the Verizon Wireless Full Retail Pricing Matrix. Accessories are discounted 25% off retail price. Some accessories may not qualify for discounts. See your Account Management team for details.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State of Michigan and MiDEAL Program Government Subscriber Flat Rate

This plan not eligible for any additional discounts

Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Long Distance)	Verizon Wireless Long Distance	Home Calling Area*
\$0.00	0	\$0.06	\$0.69	Included for Domestic Long Distance Calls Made from Home Calling Area	State of Michigan

Subscribers may choose the following options for an additional fee

1000 Night and Weekend Minutes	\$5.00 additional monthly access fee per line
1000 In Calling Minutes	\$5.00 additional monthly access fee per line
Unlimited Data Feature	\$29.99 additional monthly access fee per line**

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Note: *The Home Calling Area for subscribers with digital equipment and service is all of Michigan. Verizon Wireless reserves the right to move any Subscriber line on this Flat Rate plan that has no usage for three (3) consecutive months to Nationwide Flat Rate Calling Plan. This plan is contingent on State of Michigan awarding Verizon Wireless primary carrier in those markets that Verizon Wireless has network coverage. This plan is only available to the State of Michigan Government and MiDEAL Government Program Subscribers only and not eligible for the State Employees. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature will have the pay as you go feature with 0MB and \$0.015 per KB overage/ \$15.36 per MB. A data plan or feature is required to use a BlackBerry device **Not eligible for monthly access fee discounts.

Nationwide Flat Rate Calling Plan	
The Nationwide Flat Rate Calling Plans are NOT eligible for monthly access fee discounts and promotions	
No Domestic Roaming or Long Distance Charges	Mobile Web 2.0 [†]
Monthly Anytime Voice Minutes	Government Subscriber Monthly Access Fee
0	\$11.99
Per Minute Rate	\$0.25
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

State of Michigan Government Subscriber Emergency Phone Program – Voice						
This plan not eligible for any additional discounts.						
Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Domestic Long Distance)	Verizon Wireless Long Distance	Home Calling Area**	Equipment
\$0.01	0	\$16.99 for first minute. \$0.25 for each additional minute	\$0.69	Included for Domestic Long Distance Calls Made from Home Calling Area	Verizon Wireless National Enhanced Services Area	The first two hundred and fifty (250) handsets on this plan will be available at

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						Government Matrix Pricing ¹
<p>Note: This plan is limited to two hundred and fifty (250) total devices on the voice or data emergency phone program. This plan is only available to State of Michigan Subscribers. ¹After the two hundred and fifty Government Matrix Pricing handsets have been exhausted, all subsequent equipment will be available at full retail pricing. This plan includes 3 way calling, call waiting, call forwarding and Caller ID. ^{**}The Home Calling Area for this plan is the Verizon Wireless National Enhanced Services Area.</p>						

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Custom Nationwide for Business Share Plan: Government Subscribers Only	
The Nationwide for Business Calling Plans are eligible for monthly access fee discounts#	
Monthly Access Fee With Sharing	\$34.99
Monthly Access Fee less 20% discount	\$27.99
Home Airtime Minutes	200
Overage Rate	\$0.25 per minute
IN Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Long Distance	Included
Mobile Web 2.0 [†]	Included
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a 12 or 24 month Line Term extension. [†]Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Nationwide for Business Calling Plans					
Nationwide for Business Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:					
Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges			Unlimited Night & Weekend Minutes Mobile Web 2.0[†]		
Monthly Anytime Voice Minutes	Basic Plan	Basic Plan less 20% Discount	Select Plan ✓ Unlimited Messaging [†]	Select Plan less 20% Discount ✓ Unlimited Messaging [†]	Per-Minute Rate After Allowance
450	\$39.99	\$31.99	\$59.99	\$47.99	\$0.25
900	\$59.99	\$47.99	\$79.99	\$63.99	
1350	\$79.99	\$63.99	\$99.99	\$79.99	
2000	\$99.99	\$79.99	\$119.99	\$95.99	
4000	\$149.99	\$119.99	\$169.99	\$135.99	
Data Sent or Received*	\$1.99/ MB				
Share Option	\$5 additional monthly access per line				

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Nationwide Plus Canada Calling Plans
 Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

1000 National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges to Canada and the U.S. (Including Puerto Rico)		1000 Night & Weekend Minutes Mobile Web 2.0 [†]	
Monthly Anytime Voice Minutes	Monthly Access Fee	Monthly Access Fee less 20% discount	Per-Minute Rate After Allowance
450	\$59.99	\$47.99	\$0.45
900	\$79.99	\$63.99	\$0.40
1350	\$99.99	\$79.99	\$0.35
2000	\$119.99	\$95.99	\$0.25
4000	\$169.99	\$135.99	\$0.25
6000	\$219.99	\$175.99	\$0.20
Data Sent or Received*		\$1.99/ MB	

Notes: Current coverage details can be found at www.verizonwireless.com. Anytime minutes, Night and Weekend Minutes, and per minute rates are for use from within the Nationwide Plus Canada rate and coverage area. IN Calling Minutes are for use from within the Nationwide Plus Canada rate in coverage area in the U.S. and Puerto Rico. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Roaming in Canada outside of the Nationwide Plus Canada Rate and Coverage Area is \$0.69 per minute. [†]Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Custom Push to Talk Unlimited Calling Plan: Corporate Subscribers
The Push to Talk Unlimited calling plan is NOT eligible for monthly access fee discounts.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Monthly Access Fee	\$24.99
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited

Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area).

Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Nationwide Email for Business Calling Plans
 Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges		Unlimited Data Allowance for email Unlimited Night & Weekend Minutes			Per-Minute Rate After Allowance
Monthly Anytime Voice Minutes	Email Plan ✓ voice and email	Email Plan less 20% Discount ✓ voice and email	Email & Messaging Plan ✓ Voice, email, and messaging unlimited text, picture and video messaging	Email & Messaging Plan less 20% Discount ✓ Voice, email, and messaging unlimited text, picture and video messaging	
Monthly Access Fee					
450	\$79.99	\$63.99	\$99.99	\$79.99	\$0.25
900	\$99.99	\$79.99	\$119.99	\$95.99	
1350	\$109.99	\$87.99	\$129.99	\$103.99	
2000	\$129.99	\$103.99	\$149.99	\$119.99	
4000	\$169.99	\$135.99	\$189.99	\$151.99	
Share Option	\$5 additional monthly access per line				

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Government Email Wireless Sync for smartphones or BlackBerry Solution
 Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.
 Government Email Plans and features are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan ¹		As a Stand-Alone Calling Plan	
Monthly Access Fee	\$24.99	\$29.99***	\$29.99	\$49.99
Monthly Access Fee less 20% discount	\$19.99	n/a	n/a	\$39.99
Monthly Access Fee With Share Option	n/a		\$34.99	n/a
Monthly Access Fee With Share Option less 20% discount	n/a		\$27.99	n/a

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MB Allowance	10 MB	Unlimited	10 MB	Unlimited
Rate After Allowance	\$0.005/ KB (\$5.12/ MB)	n/a	\$0.005/ KB (\$5.12/ MB)	n/a
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)			
Per Minute Rate ¹¹	Per the Voice Calling Plan		\$0.25 per minute	
Domestic Long Distance			Included	

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature may 1) choose a \$0.00 access fee feature with 0MB and \$0.015 per KB overage/ \$15.36 per MB (Wireless Sync not included, but can be added for \$5.00 monthly fee) or 2) select the data block feature. A data plan or feature is required to use a BlackBerry device. ¹¹Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. ^{**}Not eligible for monthly access fee discounts.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Personal Email Email and Web for BlackBerry

Includes BlackBerry internet service compatible with POP3, and IMAP email accounts only. The Personal Email Plan and feature are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan [†]	As a Stand-Alone Calling Plan
Monthly Access Fee	\$29.99	\$34.99
Monthly Access Fee less 20% discount	\$23.99	\$27.99
MB Allowance	Unlimited	
Rate After Allowance	n/a	
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate [†]	Per the Voice Calling Plan	\$0.25 per minute
Domestic Long Distance		Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature may 1) choose a \$0.00 access fee, pay as you go feature with OMB and \$0.015 per KB overage/ \$15.36 per MB or 2) select the data block feature. A data plan or feature is required to use a BlackBerry device. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance.

BroadbandAccess Data Plans and Features

The BroadbandAccess Data Plans and Features are eligible for monthly access fee discounts and promotions, when available.

	BroadbandAccess [*]		BroadbandAccess Connect Features		
	With a PC Card or USB Modem, or notebook with BroadbandAccess Built-In		With a smartphone or BlackBerry	With a BroadbandAccess Connect – capable handset	
Monthly Access Fee	\$39.99	\$44.99***	\$15 [†]	\$30 ^{††}	\$59.99 ^{†††}
Monthly Access Fee less 20% discount	\$28.34	n/a	n/a	\$24.00	\$47.99
Monthly Allowance	50 MB	Unlimited	5 GB (5,120MB)	5 GB (5,120MB)	5 GB (5,120MB)
Per MB Rate After Allowance	\$0.99	N/A	\$0.49	\$0.49	\$0.49

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Monthly Access Fee discounts on these Plans are available for Government Subscribers only. BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadbandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. †With Nationwide Email Plan or Unlimited Email Feature added to an eligible calling plan. †† With unlimited Email plan or Web and Email for BlackBerry plan or feature. †††With any qualifying voice calling plan. ***Not eligible for monthly access fee discounts.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



BroadbandAccess Wireless Router Solution BroadbandAccess MB Plans
VZAccess BroadbandAccess Wireless Router Solution Plans are eligible for monthly access fee discounts and promotions, when available.

Monthly Access Fee	\$39.99	\$59.99	\$99.99	\$149.99	\$249.99	\$549.99
Monthly Access Fee less 20% discount	\$31.99	\$47.99	\$79.99	\$119.99	\$199.99	\$439.99
Monthly Access Fee With Share Option	\$44.99	\$64.99	\$104.99	\$154.99	\$254.99	\$554.99
Monthly Access Fee With Share Option less 20% discount	\$35.99	\$51.99	\$83.99	\$123.99	203.99	\$443.99
Data Allowance	40 MB	250MB	450MB	900MB	1800MB	4500MB
Overage Rate Per KB	\$0.001	\$0.0005				
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)					
Per Minute Rate ¹	\$0.25 per minute					
Domestic Long Distance	Included					

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. BroadbandAccess Megabyte Plans are only for activation on Primary Router devices approved for use on the Verizon Wireless network. Current Primary Router approved models include the Digi Connect WAN, Digi Connect Port WAN, BlueTree 4600, Airlink Raven-E, Mobile Bridge, and Cisco 3G. Verizon Wireless does not include primary routers as part of its device offerings. Primary Router devices are available from the original equipment manufacturers.

Nationwide GlobalEmail for Business Calling Plans
Nationwide GlobalEmail for Business Calling Plans are eligible for monthly access fee discounts and promotions, when available.

Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges			Unlimited Data Allowance for email Unlimited Night & Weekend Minutes		
Monthly Anytime Voice Minutes	GlobalEmail Plan Voice and email	GlobalEmail Plan less 20% Discount Voice and email	GlobalEmail & Messaging Plan Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	GlobalEmail & Messaging Plan less 20% Discount Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	Per-Minute Rate After Allowance
	Monthly Access Fee				

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



450	\$99.99	\$79.99	\$119.99	\$95.99	
900	\$119.99	\$95.99	\$139.99	\$111.99	
1350	\$129.99	\$103.99	\$149.99	\$119.99	\$0.25
2000	\$149.99	\$119.99	\$169.99	\$135.99	
4000	\$189.99	\$151.99	\$209.99	\$167.99	
Share Option	\$5 additional monthly access per line				
International Calling	GlobalPhone rates apply for calls made while traveling internationally. See the Calling Plan and Feature details section. International long distance calling rates from the United States vary by destination.				
Notes: Current coverage details can be found at www.verizonwireless.com . The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



GlobalEmail Data Plan and Feature Global smartphones or Global BlackBerry
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.
Government and Personal Email Plans and features are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan [†]	As a Stand-Alone Calling Plan	Pay as you Go
Monthly Access Fee	\$64.99	\$69.99	n/a
Monthly Access Fee less 20% Discount	\$51.99	\$55.99	n/a
Monthly Data Allowance			
United States	Unlimited for e-mail		n/a
Canada			\$0.002 per KB or \$2.05 per MB
Mexico			\$0.005 per KB or \$5.12 per MB
Rest of the World			\$0.02 per KB or \$20.48 per MB
Voice Usage			
Domestic Voice ^{††}	Per the voice calling plan	25¢ per minute for calls within Nationwide Rate and Coverage Area	Per the voice calling plan
International Voice	Global Phone, and CDMA roaming rates for calls made while traveling internationally		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select an Email plan or Pay as you Go feature must select the data block feature. A data plan or feature is always required to use a BlackBerry device.

GlobalAccess Data Plan Global PC Card
The GlobalAccess Plan is eligible for monthly access fee discounts and promotions, when available.

	As a Stand-Alone Calling Plan	Pay-Per-Use Plan
Monthly Access Fee	\$129.99	n/a
Monthly Access Fee less 20% Discount	\$103.99	n/a
Monthly Data Allowance and Overage		
United States	5 GB (5,120MB)	Must subscribe to a domestic BroadbandAccess Plan.
Canada	(\$0.49/ MB after allowance)	0 MB - \$0.002 per KB or \$2.05 per MB

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Mexico and Select Destinations	100 MB* (\$0.005/KB or \$5.12/MB after allowance)	0 MB - \$0.005 per KB or \$5.12 per MB
Rest of the World	0 MB (\$0.02/KB or \$20.48/MB)	0 MB - \$0.02/KB or \$20.48 per MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. * Total allowance for all applicable destinations.

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Verizon Wireless Fleet Administratorsm - State of Michigan Government and MiDEAL Program Subscribers

Verizon Wireless Fleet Administrator qualifies for monthly access fee discounts.

Standard Monthly Access Fee	\$49.99
Monthly Access Fee less 20% Discount	\$39.99
MB Allowance	2 MB
Overage Rate Per KB	\$0.015

NOTE: Subject to the NationalAccess terms and conditions. NationalAccess is available in the National Enhanced Services rate and coverage area. See map for details. TXT message terms and conditions apply.

NationalAccess: A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that results from Customer's Equipment. Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Fleet Administrator: Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purposes of installation/de-installation of devices. After hours installation may be subject to an additional fee. Customer will have 30 days to return Equipment for a full refund and cancel service without an Early Termination Fee. A de-installation fee of \$75.00 applies. Equipment return period begins when Equipment is installed or 15 days after billing period begins whichever is earlier. An early termination fee of \$50.00 applies to each Fleet Administrator Subscriber line terminated prior to the expiration of the applicable Line Term. An activation fee of \$15.00 for Government Subscribers selecting twelve (12) month line term agreements, and \$10.00 for Government Subscribers selecting twenty-four (24) month line term commitments. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.

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Calling Plan Optional Features – State of Michigan Government and MiDEAL Program Subscribers

The following features may be added to calling plans. Some calling plans may not allow some features. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

Unlimited IN Messaging (TXT, PIX, & FLIX Messaging)				
Optional Feature Access Fee	\$10.00	\$15.00	\$20.00	
Additional Messages	500	1500	5000	
Overage Rate	\$0.10 per message/ per address			
TXT, PIX, & FLIX Messaging	Optional Feature Access Fee	Included Messages	Overage Rate	
	\$5.00	250	\$0.10 per message/ per address	
Basic Messaging	TXT Messaging			PIX and FLIX Messaging
	\$0.20	\$2.99	\$7.99	
	Per Message	100 Messages	300 Messages	\$0.25 per message
Overage Rate	\$0.10 per message per address			N/A
Enhanced TXT Downloads	\$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download		\$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download	
V Cast VPak	\$15.00			
Push to Talk	\$10.00 Monthly Access Fee (Cannot be added on to any Flat Rate Calling Plans)			
Mobile Web	\$5.00			
GSM International Roaming Global Phone		Zone 1 Countries	Zone 2 Countries	Zone 3 Countries
	Government Subscribers	\$0.99/ minute	\$1.99/ minute	\$4.79/ minute
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges			
Field Force Manager	Optional Feature Access Fee - Limited*	Optional Feature Access Fee - Basic*	Optional Feature Access Fee – Advanced*	
	\$19.99 per user	\$29.99 per user	\$49.99 per user	
Monthly Access Fee less 20% Discount	n/a	\$23.99 per user	\$39.99 per user	
*May be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.				
Optional Feature rates and packages are subject to change.				

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Wireless Phone Insurance Packages

Extended Warranty	\$1.99 per month
Wireless Phone Protection	\$4.99 per month
Total Equipment Coverage	\$5.99 per month

Verizon Wireless is not licensed as an insurance carrier or insurance agent, is not in the business of selling insurance nor is it a reseller of insurance. Subscribers may be able to obtain equipment insurance coverage from a third party insurance provider through Verizon Wireless. The equipment insurance prices charged may vary by the Verizon Wireless Area in which the subscriber is seeking service. Verizon Wireless may terminate, at any time and in its sole discretion, its relationship with a particular insurance provider and substitute other insurance providers, or the provision of insurance altogether, with no liability to Verizon Wireless. Depending on the area in which they receive service, Verizon Wireless subscribers may purchase wireless equipment insurance from Asurion Insurance Services, Inc. or lockline™ LLC, a subsidiary of the Lockton Insurance Company. New Verizon Wireless subscribers have the option of enrolling in a wireless equipment insurance program when they activate service for an additional cost. Existing customers must contact the third party insurance provider or Verizon Wireless Customer Service to enroll. The process will vary depending on the third party insurance provider. The third party insurance provider's policy may cover both equipment and certain wireless accessories. On behalf of the insurance provider, Verizon Wireless will bill each insured line for the insurance coverage, on a monthly basis, via their Verizon Wireless account. Verizon Wireless is providing the use of its billing system as a convenient method for subscribers to pay their monthly insurance premium. Verizon Wireless subscribers may purchase coverage from a third party insurance provider at the point of sale or by contacting the third party insurance provider directly. Additional terms and conditions apply and can be provided by the third party insurance provider upon request.

Push to Talk Unlimited Feature

The Push to Talk Unlimited Feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$5.00
One to One and Group Push to Talk	Unlimited

Note: The Push to Talk feature must be added to an eligible calling plan with a monthly access fee of \$34.99 or higher (Push to Talk can also be added to Family SharePlan secondary lines). Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time.

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Verizon Wireless Calling Plan and Features Details - State of Michigan Government and MiDEAL Program Subscribers

Calling Plans and Associated Charges: Government Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. Employee Subscribers may activate Wireless Service on eligible Verizon Wireless consumer/retail calling plans, as well as any calling plan included with this Agreement that specifically allows Employee Subscribers, subject to the terms of the Verizon Wireless retail customer agreement. On Family SharePlan® calling plans, monthly access fee discounts apply only to the primary line of service. Subscribers may take advantage of promotions or purchase Equipment at Government pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All

features may not be available in all Verizon Wireless markets.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. In order to gain access to coverage in newly expanding markets, Subscribers must periodically dial *228 to update roaming information from voice or PDA devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID: Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Premium Plans: The Premium Plan includes Unlimited Messaging, VCast VPak, VZ Navigator, and Mobile Email. Compatible device required for certain features on in the Premium Plan. VZ Navigator and Mobile Email software must be downloaded to the device from Get it Now. Additional terms and conditions to these software programs apply. If these applications are not downloaded to the device, or if the device is not compatible, if the applications are deleted from the device, the monthly access fee will not be reduced. If the device is replaced, the software downloads are required on the replacement device. If the calling plan is changed from the Nationwide Premium Plan to another calling plan, the software, service, and monthly subscription fee for VZ Navigator and Mobile Email (if these applications were downloaded) will be charged until the subscriptions are canceled from the device.

Unlimited Messaging: Unlimited Messaging, included with the Select and Premium Plans, is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon

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Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Verizon Wireless Calling Plan Included Features ¹	
Call Waiting ^{2,7}	Three Way Calling ^{2,7}
Call Forwarding ^{2,7}	No Answer/ Busy Transfer ⁷
Caller ID ^{3,7}	Basic Voice Mail ^{2,7}
411 Search ^{5,7}	Basic Text Messaging ⁶
Mobile Web ^{2,7,8}	

¹Not available in some areas.

²Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

³When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

⁴Airtime charges apply to message retrieval.

⁵411 Search, directory assistance with automatic call completion is subject to a per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

⁶Text Messaging offered at the prevailing rate, currently \$0.20 per inbound and \$0.20 per outbound message per address \$0.25 for picture messages. Text message charges are subject to change.

⁷Feature not included on NationalAccess and BroadbandAccess Plans at no charge, but are available at the prevailing Verizon Wireless rates.

⁸ Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on smartphones or the Email and Web for BlackBerry Plans. Unless the a V Cast, or Mobile TV Select Package, or a Nationwide Premium Calling Plans is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Area. A Push to Talk call is terminated by pressing end or will automatically time out after twenty (20) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the 10-digit phone number of the called party. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the Nationwide Rate and Coverage area. IN calls must originate and terminate while both Verizon Wireless Subscribers are within the IN Calling area. IN Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal® services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. IN Calling minutes will be applied before Anytime Minutes.*

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

*NOTE: If both Night and Weekend and IN Calling minute allowances apply to a given call, IN Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120

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characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

IN Messaging: Cannot be combined with any other package that includes a Text or Picture & Video message allowance. IN Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless Subscribers' wireless phones while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the Subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak requires V Cast capable Equipment. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, ESPN MPV, and unlimited MBs for V Cast Video, V Cast Music, Mobile Web 2.0 and Get It Now. Application fees apply for all other Get It Now applications, 3-D games, and music. Premium music clips and video clips are available for an extra charge. V Cast Alerts are sent as Text Messages and are subject to Text Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks, or for (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose.

Get It Now® and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com.

V Cast Mobile TV: Subscription to V Cast Mobile TV requires V Cast Mobile TV capable Equipment. The V Cast Mobile TV Select and Basic packages include unlimited access to ESPN Mobile TV, NBC News2Go, CBS Mobile, MTV, Nickelodeon, Comedy Central, and Fox Mobile Channel. Parental controls are available. The V Cast Mobile TV Select package also includes a V Cast VPAK. The V Cast Mobile TV Limited package includes Fox Mobile Channel, NBC News2Go, and CBS Mobile. These terms and conditions are in addition to and subject to the V CAST terms and conditions. V CAST Mobile TV coverage required. Service may be interrupted or restricted without notice. Verizon Wireless is not responsible for and does not assume liability for content, including, without limitation, any defamation, obscenity or profanity you may encounter using this service. Content providers, program schedules, menu order, program and channel availability and service functionality may change without notice. Content may not be recorded, stored or redirected to any device other than your phone. Content may include advertisements.

International Long Distance (I-DIAL): International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

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Verizon Wireless International Long Distance Value Plan: I-DIAL required to call most countries. Value Plan feature is not available on all Calling Plans. Rates are subject to change without notice. Standard International Long Distance rates apply only on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls made from your Calling Plan's Rate and Coverage Area. If a Subscriber's Calling Plan's Rate and Coverage Area includes Canada and Mexico, calls made from that area to Canadian or Mexican phone numbers, as applicable, will be billed per the Calling Plan. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not

liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries, 1) is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, and surcharges and taxes, which are billed on a pass-through basis; 2) \$0.002 per KB/ \$2.05 per MB in the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas; 3) \$0.005 per KB/ \$5.12 per MB in the Mexican Enhanced Services Rate and Coverage Area. Voice network roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

Field Force Manager: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable, GPS enabled, Field Force Manager compatible Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. When purchasing the Field Force Manager feature, Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the VZAccess terms and conditions.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a

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NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Nationwide Email for Business Plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC, with the exception of the BroadbandAccess Connect Features. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Permitted Uses: VZEmail and VZAccess Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing Government intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

• **Prohibited Uses:** While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties' Internet-based resources, including the generation or dissemination of viruses, malware, or "denial of service" (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. If usage on a Data Plan or Feature that does not include a specific monthly megabyte allowance or that is not billed on a pay-as-you-use basis exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. You may assess and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Account online, or by contacting Customer Service. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy.]

Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, Good Mobile Messaging Server, and BlackBerry Enterprise Server (BES)): Please contact a Verizon Wireless sales representative for current Server Software Pricing. Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, Good Mobile Messaging Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The Good Mobile Messaging Server

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



is manufactured by and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, Good Mobile Messaging, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, Good Mobile Messaging or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, you may be charged for an incoming Text Message every time you receive an email or other update. To avoid Text Messaging charges, you can set up timed synchronization or manually initiate synchronization. Wireless Sync software updates will be sent to Subscriber devices and will be charged as a data call.

NationalAccess Roaming Feature: *Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com. NationalAccess roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.*

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess ManagerSM and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and BroadbandAccess Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

Nationwide for Business: (NOTE: Subscribers to Nationwide for Business can share voice minutes across these plans and price points subject to some billing system limitations, **these plans share minutes with certain America's Choice share plans.**) Sharing on these calling plans is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Government Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused Anytime Minutes will pass to other sharing Subscribers that have exceeded their Anytime Minutes during the same monthly billing period (IN Calling minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on Nationwide for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Plan choosing the Share Option on PDA, Smartphone or BlackBerry devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Plan with the Share Option. Each sharing Subscriber's unused kilobytes will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused kilobytes will be distributed proportionally as a ratio of the kilobytes needed by each applicable Subscriber to the total kilobytes needed by all sharing Subscribers. Plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Verizon Wireless Pricing State of Michigan Employee Subscribers

Verizon Wireless' Pricing Offer – State of Michigan Employee Subscribers

State of Michigan Employee Subscribers must activate service via the Verizon Wireless Extranet or through the Verizon Wireless Business Sales Channel to qualify for the proposed rates.

Subscriber: The ultimate user of Wireless Service provided by or through Verizon Wireless, who can be either a Government Subscriber or Employee Subscriber. Each Wireless Service telephone number is deemed to be associated with a separate Subscriber.

Line Terms: The term for each Subscriber line begins on the date wireless service is activated for that line and continues for the term (the minimum term is 1 year) selected by the Customer or the Subscriber ("Line Term"). When the Line Term expires, Wireless Service continues on a month-to-month basis. Subscribers who take advantage of promotions or purchase Equipment at Government pricing after initial activation may be required to extend their Line Term.

Early Termination Fees ("ETF") applies to State of Michigan Employee Subscribers. An ETF of \$175.00 applies to each line terminated or ported to another service provider prior to the expiration of the line term. For each line activated or line term extended under this resulting Agreement, the ETF will be reduced by \$5.00 for each full month of service completed for each month of service complete toward such line term.

Monthly Access Fee Discount Schedule –State of Michigan Employee Subscribers

Government Subscribers are eligible for monthly access fee discounts on select business calling plans as indicated on such calling plan exhibits included herein. In addition, Government Subscribers qualify for monthly access fee discounts on eligible consumer voice and NationalAccess/BroadbandAccess calling plans throughout Verizon Wireless' Areas with monthly access fees of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess/BroadbandAccess calling plans with monthly access fees of \$34.99 and higher may also qualify to receive the monthly access fee discount. State of Michigan acknowledges that the access fee discount may not be applied to any Subscriber's line having less than a full month's access fee charge in any given month in certain markets due to billing system limitations. Please see the discount schedule below for the Qualifying Subscriber discount percentages:

Qualifying Subscriber Monthly Access Fee Discount
19%

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess/BroadbandAccess calling plans as applicable and are based on the Qualifying Subscriber line attainment, subject to any limitations as indicated elsewhere in this Agreement and any Exhibits. Qualifying data features also receive a discount of 19%.

Equipment Pricing: Handset equipment pricing is based on the Verizon Wireless National Midwest Area Pricing Matrix at the 100-999 attainment line tier. Accessories are discounted 25% off retail price. Some accessories may not qualify for discounts. See your Account Management team for details.

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



VERIZON WIRELESS & STATE OF MICHIGAN CONTRACT NO. 071B8200195

State Of Michigan New Service Pricing									
Description	State Government 300 Voice	State Government 300 Voice Share	State Government 600 Voice	State Government 600 Voice Share	State Government 1000 Voice	State Government 1000 Voice Share			
Gross Access	\$35.88	\$38.45	\$52.55	\$55.12	\$67.94	\$70.50			
Monthly Access	\$28.70	\$30.76	\$42.04	\$44.10	\$54.35	\$56.40			
Monthly Airtime Allowance	300	300	600	600	1000	1000			
Unlimited Night/Weekend	Included	Included	Included	Included	Included	Included			
Unlimited IN-Calling	Included	Included	Included	Included	Included	Included			
Domestic Long Distance	Included	Included	Included	Included	Included	Included			
Overage Per Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25			
Wireless Priority Service (WPS)	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50			
Unlimited TXT Messages (Domestic)	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00			
Access Discount	20%	20%	20%	20%	20%	20%			
Friends & Family Eligible	NO	NO	Yes	Yes	Yes	Yes			

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



State Of Michigan New Service Pricing		State Government 300 Bundle	State Government 300 Bundle Share	State Government 600 Bundle	State Government 600 Bundle Share	State Government 1000 Bundle	State Government 1000 Bundle Share	State Government Data-Only
Description								
Gross Access		\$72.49	\$74.99	\$88.74	\$91.24	\$103.74	\$106.24	\$47.49
Monthly Access		\$57.99	\$59.99	\$70.99	\$72.99	\$82.99	\$84.99	\$37.99
Monthly Airtime Allowance		300	300	600	600	1000	1000	NA
Unlimited Data (BB/PDA)		Included	Included	Included	Included	Included	Included	Included
Unlimited Night/Weekend		Included	Included	Included	Included	Included	Included	NA
Unlimited IN-Calling		Included	Included	Included	Included	Included	Included	Included
Domestic Long Distance		Included	Included	Included	Included	Included	Included	Included
Overage Per Minute		\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.12 *
Wireless Priority Service (WPS)		\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Unlimited TXT Messages (Domestic)		Included	Included	Included	Included	Included	Included	Included
Tethered Modem Capability		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
Access Discount		20%	20%	20%	20%	20%	20%	20%
Friends & Family Eligible		NO	NO	Yes	Yes	Yes	Yes	Yes
Description								
Monthly Access (State Of		Government Broadband						
		\$44.99						

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Michigan										
Data Type (Domestic)	Broadband									
Overage Per Minute	\$0.25 **									
Footprint	ACFBII									

VERIZON WIRELESS & STATE OF MICHIGAN CONTRACT NO. 071B8200195

State Of Michigan New Service Pricing		Global Voice/Blackberry/PDA Bundled Plans (count: 7 plans)								
Description	State Government 300 Bundle Global	State Government 300 Bundle Share Global	State Government 600 Bundle Global	State Government 600 Bundle Share Global	State Government 1000 Bundle Global	State Government 1000 Bundle Share Global	State Government 1000 Bundle Global	State Government 1000 Bundle Share Global	State Government Data-Only Global	
Gross Access	\$92.49	\$94.99	\$108.74	\$111.24	\$123.74	\$126.24	\$67.49			
Monthly Access	\$73.99	\$75.99	\$86.99	\$88.99	\$98.99	\$100.99	\$53.99			
Monthly Airtime Allowance	300	300	600	600	1000	1000	NA			
Data Type (Domestic)	BB	BB	BB	BB	BB	BB	BB			
Unlimited Night/Weekend	Included	Included	Included	Included	Included	Included	NA			
Unlimited IN-Calling	Included	Included	Included	Included	Included	Included	Included			
Domestic Long Distance	Included	Included	Included	Included	Included	Included	Included			
Overage Per Minute	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	(*) 0.12			
Wireless Priority Service (WPS)	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50			
Unlimited TXT Messages (Domestic)	Included	Included	Included	Included	Included	Included	Included			

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Global Data	Included								
Tethered Modem Capability	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
State Contract Discount Applies	Yes	NO							
Friends & Family Eligible	NO	NO	Yes						

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.

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

November 12, 2008

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Steve McMahon	
STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2010	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Please see the attached support team contact sheet.

AUTHORITY/CHANGE(S):

Per DMB approval.

Estimated Contract Value Remains: \$3,500,000.00

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



Support Team Contact Sheet

NSA Email Address:	NSA General Queue Phone Number and Fax Number:	Midwest Area NSA Address:
DublinNSA@verizonwireless.com	Corporate Contacts <ul style="list-style-type: none"> • Phone: 800-219-1821 • Fax: 614-560-2824 Corporate End Users <ul style="list-style-type: none"> • Phone: 800-922-0204 	Verizon Wireless National Accounts 5175 Emerald Parkway Dublin, OH 43017
National Strategic Account (NSA) Team Support		
Account Liaison	Michael League Michael.League@VerizonWireless.com (800) 219-1821 X 7395 Hours: 7:30-4:30	<ul style="list-style-type: none"> • Primary lead for customer service • Subject matter expert on Billing and Reporting needs
Coordinator	Danita Stallard Sandy Parker Dublinnsa@verizonwireless.com (800) 219-1821 X 7526 (800) 219-1821 X 7584	<ul style="list-style-type: none"> • Account Requests • Order Processing • Order Tracking
Supervisor	Tracy Geiger Tracy.Geiger@VerizonWireless.com (800) 219-1821 X 2075	<ul style="list-style-type: none"> • Manages the team to ensure timely output
Sales Support		
Government Account Manager (GAM)	Steven Miller StevenR.Miller@VerizonWireless.com (517) 881-6644	<ul style="list-style-type: none"> • Contract Negotiation • Strategic Account Planning • Overall Account Orchestration on a National Level
Business Sales Representative (BSR)	Benjamin Beed benjamin.reed@verizonwireless.com (517) 927-2757	<ul style="list-style-type: none"> • Main Contact for Employee Programs • Supports MAM on Business Initiatives
Business Sales Associate (BSA)	Felicia Hinton Felicia.Hinton@VerizonWireless.com (248) 915-3699	<ul style="list-style-type: none"> • Supports the sales team on the account • Sets up and trains My Business sites

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.

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

October 16, 2008

**NOTICE
 OF
 CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Steve McMahon STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2010	
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>
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

Estimated Contract Value: \$3,500,000.00

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.

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

**CONTRACT NO. 071B8200195
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Cellco Partnership d/b/a Verizon Wireless 1305 Solutions Center Chicago IL 60677-1003 Email: stevenr.miller@verizonwireless.com	TELEPHONE (517) 327-0448 Steve Miller CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 335-4804 Douglas Collier
Contract Compliance Inspector: Steve McMahon	
STATEWIDE WIRELESS DATA SERVICES	
CONTRACT PERIOD: From: October 5, 2008 To: October 4, 2010	
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>
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB 071BI7200264, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State (in section 1) take precedence Estimated Contract Value: \$3,500,000.00	

FOR THE CONTRACTOR:

FOR THE STATE:

Cellco Partnership d/b/a Verizon Wireless
 Firm Name

 Authorized Agent Signature
Marni M. Walden, Area President
 Authorized Agent (Print or Type)

 Date

 Signature
Greg Faremouth, IT Director

 Name/Title
 IT Division

 Division

 Date

0

Upon contract award and at periodic times thereafter, Verizon Wireless reserves its right to negotiate, update, and amend its pricing with the State of Michigan.



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Article 1 – Statement of Work (SOW)

1.0 Project Identification

1.001 PROJECT REQUEST

The State of Michigan (State), Department of Management & Budget (MDMB) and Michigan Department of Information Technology (MDIT), establishes this Contract to provide Cellular Voice, Voice with Push-to-Talk and Data as defined herein. The Contract is also designed to allow for MIDEAL and associated agencies to utilize the pricing, products and services available and to apply for E Rate funding available through the Universal Service Funds Program for all Michigan educational facilities, see <http://www.usac.org/sl/#571590000625733>.

Throughout the term of the Contract, it is likely that new price offerings will become available. At the State's option these revisions will be incorporated through Contract amendment (Change Notice), to allow for greater cost savings.

E-Rate Program: Overview

Verizon Wireless supports the Universal Service Fund for Schools and Libraries commonly known as "E-rate." E-rate is a federal program established as part of the Telecommunications Act of 1996. The purpose of E-rate is to provide affordable access to specified telecommunications services for all communities, regardless of location or economic status. Eligible schools and libraries may receive discounts ranging from 20% to 90% of the cost of funded services. The E-rate program divides funding into three categories of services:

- Telecommunications services
- Internet access
- Internal connections

Under the E-rate program, Verizon Wireless will provide assistance for eligible wireless communications, including but not limited to an array of wireless voice and data products and services that will enable the State schools or libraries to coordinate administrative and educational needs effectively.

Verizon Wireless' SPIN number is 143000677. Visit Verizon Wireless' E-Rate Program website for further information: <http://www.verizonwireless.com/b2c/aboutUs/communityservice/overview.jsp>. Also, refer to the SLD website located at: <http://www.sl.universalservice.org/>.

Cellular voice service includes wireless voice transmission. Cellular voice and Push-to-Talk (PTT) service includes wireless voice transmission with two-way PTT functionality. Data service includes wireless data transmission for e-mail and Internet access. Paging service includes analog and/or digital transmission. Equipment includes, but is not limited to, all equipment necessary to use the cellular voice, data, and paging services (e.g., handsets, handheld devices, wireless PC cards, Blackberry-like devices, PDA devices, pagers, car kits, hands free kits, spare batteries, chargers, cases, belt clips, etc.).

The State has defined the requested services in the following service packages:

- a. Packages for standard voice and optional data offerings associated with cellular service, primary use being person-to-person voice communication. This category also includes packages for Blackberry and Blackberry-like devices.
- b. Packages for standard cellular voice service with Push-To-Talk (PTT) and optional data services.
- c. Packages for wireless PC data cards and, associated service, and data services used in conjunction with standard voice and data packages listed above.



Scope of Work and Deliverables

Contractor will provide the following to the State of Michigan and its associated agencies:

- a. Cellular voice service and equipment with optional data service
- b. Cellular voice with Push-To-Talk (PTT) service and equipment with optional data service
- c. Cellular PC data cards and service
- d. Web-based catalog and ordering
- e. Billing with electronic detail for analysis and management
- f. Customer service and support
- g. Inventory and usage reporting and optional consolidated billing
- h. Training
- i. Transition services

A more complete description of the supplies and/or services sought for this project is provided in Section 1.1, Work and Deliverables and Section 1.201, Contractor Roles and Responsibilities.

1.002 BACKGROUND

This Contract is designed to contribute to ensuring that the state's communications requirements are met, and that all voice and data networking components and services necessary to perform the business functions of state government agencies are available to each department.

The cellular voice and data services will, in general, be administered at the State Agency level. Overall program coordination and contract monitoring will be provided by the MDIT Telecommunications Division.

The state offers no guarantee of the number of subscribers, or usage volumes resulting from this Contract. The State reserves the right to procure equipment and services from any of the Contracts executed for these purposes at the discretion of the State. Contractor is expected to conform to State and MDIT policies, procedures, and standards. Contractor shall comply with all security standards and the security access requirements for individual State facilities.

The links below provide information on State of Michigan IT strategic plans, current environment, policies, and standards.

Strategic Plan:

<http://www.michigan.gov/dit/0,1607,7-139-30637-135173--.00.html>

Enterprise Policies, Procedures and Standards:

<http://www.michigan.gov/dit/0,1607,7-139-34305---.00.html>

1.003 Out of Scope

The following are outside the scope of this Contract:

1. Verification and validation of business requirements
2. Maintenance or repair of State telecommunications infrastructure

1.004 ENVIRONMENT

Information regarding the State's information technology architecture and standards for hardware, database applications, network hardware and monitoring tools, identity management/authentication and development tools may be found at: <http://www.michigan.gov/dit/0,1607,7-139-34305---.00.html>.

1.1 WORK AND DELIVERABLES

A. General Service Requirements

Contractor will provide the equipment, services, customer support/service, and otherwise do all things necessary for or incidental to the performance of work, as set forth below.



A. General Service Requirements

Contractor acknowledges the following requirements, and agrees to provide the goods and services necessary to meet the following. The parameters include, but are not limited to:

1. Contractor shall adhere to all local, state and federal regulatory agency requirements.
2. Contractor shall maintain service and quality levels at or above industry standards so as to minimize impaired services, low transmission, transmission interference, and similar deficiencies.
There are two primary metrics that the wireless industry uses to monitor overall service quality; Ineffective Attempts (IA) and Lost Calls (LC).
An Ineffective Attempt (IA) is defined as an unsuccessful attempt to establish a service connection when originated by the mobile device. The IA metric is an all-inclusive metric that encompasses blocked calls, RF conditions, and other network interface issues that may result in a failed attempt to establish service with the Verizon Wireless network.
A Lost Call (LC) is defined as an uninitiated termination of a voice call or data connection after service has been successfully established. The LC metric takes into account several factors, including RF conditions that may contribute to the loss of a service connection with the Verizon Wireless network.
3. The Contractor shall not attempt to hold the state responsible for personal cellular telephone account charges incurred, or any actions resulting from improper or illegal use of cellular equipment / accessories acquired under this Contract, or on cellular service accounts established for personal use, as opposed to accounts established as State business accounts.
4. For personal cellular accounts established under the employee savings option offered through this contract, employees shall be personally responsible for all charges incurred on their individual accounts.
Verizon Wireless' pricing structure is based on line attainment tiers. The State of Michigan's employees may participate in the proposed pricing on a government liable basis (referred to as "government subscribers") or on an individual liable basis (referred to as "employee subscribers"). In order for the State of Michigan's employee subscribers' to take advantage of this Contract, they must meet the requirements of the Verizon Wireless Employee Program.
An employee of the State of Michigan will bear responsibility for all charges incurred on their individual account when the employee's account is registered under the agreement executed between the State of Michigan and Verizon Wireless and the account is set up in the employee's name. Further, the State of Michigan's employees may obtain wireless service and equipment from Verizon Wireless for their personal use at the rates and under the terms and conditions offered by Verizon Wireless, provided each such employee executes Verizon Wireless' retail service agreement as well as an agreement that further describes the terms and conditions of the Verizon Wireless Employee Program. The Employee Program requires proof of employment with the State of Michigan.
5. Customers accessing service under the ensuing Contract(s) for business purposes shall not be subject to any financial/credit application, nor be denied service of any nature.
An employee of the State of Michigan utilizing wireless service under the scope of the agreement executed between the State of Michigan and Verizon Wireless whose account is set up in the State of Michigan's name, and for which the State of Michigan bears responsibility as a government-liable line, will not be subject to a financial/credit application.
6. No direct Contractor or Contractor-sponsored telemarketing or commercials will be allowed targeting cellular or paging equipment or services to State of Michigan government (Executive Branch) business or employees without the express approval of the contracting authority (DMB buyer or contract administrator). The Contractor agrees to block and prevent such from occurring.
7. All equipment shall comply with applicable published safety standards including, but not limited to:
 - a. National Council on Radiation Protection and Measurements (NCRP).
 - b. American National Standards Institute (ANSI).
8. Contractor will handle a major service disruption or a disaster causing an outage in the following manner:
Verizon Wireless maintains Cells on Wheels (COWs) in many of its operating areas, which may be utilized to handle special events. In anticipation of increased activity surrounding major events,



Verizon Wireless takes steps to prepare to meet increased demands on the network. In some instances, Verizon Wireless deploys new cell sites to enhance coverage and capacity throughout the area of the particular event. Verizon Wireless utilizes COWs to quickly improve coverage and capacity at emergency site locations and in surrounding areas. Additional capacity can also be added to existing sites and to the supporting switching infrastructure. In other instances, Verizon Wireless deploys temporary cell sites to quickly meet increased network demands resulting from emergencies and major events.

9. Verizon Wireless does not currently offer Service Level Agreements.

B. Voice, Data, Push-To-Talk

Contractor shall provide service area coverage maps semi-annually or as new coverage becomes available for the following three areas:

1. **State of Michigan**
2. **National Coverage**
3. **International Coverage**
4. **Continuation of Service Coverage**

Throughout the term of the contract, the Contractor must provide the same or better level of coverage as that proposed and promised in their response to this solicitation.

5. **Performance Testing Period**

- a. The State of Michigan's subscribers can try Verizon Wireless service for 30 days, and if the service is found to be inadequate or unacceptable, an individual subscriber line may be terminated and the calls made will be credited to the account except as outlined below.
- b. Contractor agrees during this performance testing period, that the subscriber may cancel service if coverage and/or service is not acceptable (e.g., consistently dropped calls, poor signal strength, call quality, or pages not received) and will incur no activation charges or termination penalties.

Charges eligible for credit:

- Activation fee (only Employee Liable lines are charged Activation fees)
- Monthly Access for Voice Calling Plan
- Per-Minute charges after exceeding Anytime Minute Allowance
- Federal Universal Service Fund surcharge
- Administrative Charge surcharge
- Early Termination Fee (only Employee Liable lines are charged termination fees as this does not apply to State or MiDeal plans)
- All applicable taxes associated with the above charges

Charges that will remain the State's (users) responsibility:

- Data charges *
(* Data charges include: Text, Picture & Video Messaging, including any messaging Bundles; all Get it Now® applications (Ringtones, Wallpaper, Games, Mobile Web); V CAST Video, Music and Mobile TV, including any daily or monthly access charges; VZ Navigatorsm; VZEmail and VZAccess plans.)
- Supplemental services *
(* Supplemental services include charges such as Roadside Assistance, Wireless Phone Protection, Extended Warranty and Detailed Billing.)
- 411 Connect®
- Roaming charges
- Separately billed long distance charges
- Verizon Wireless surcharges



These are the charges that are, or are not, eligible for credit if users port their number to another wireless carrier within 30 days of activation.

It may take up to 60 days for all Test Drive credits to appear on the State of Michigan's account. Any credit balance will be refunded within 4–6 weeks.

- c. Verizon Wireless agrees the State will incur standard service charges during this performance testing period.
- d. Contractor will provide a full refund for purchased equipment that is returned during the performance testing period.

6. Coverage Outages

- a. Contractor must notify the State's Designated Program Manager and the ATCs at least two (2) weeks in advance of any planned service outages and/or scheduled maintenance.

Large Customer Outage Notification (LCON)

Verizon Wireless offers a Network Notifications Program to selected customers that will provide automatic, system-generated e-mail notifications to the State of Michigan in the event that unforeseen circumstances (unplanned outages) and scheduled maintenance (planned outages) may potentially impact the State of Michigan.

Service Outage Conditions

Events that may trigger automatic notification include a service condition that is significantly below internally defined normal service operational thresholds. Service outage is a measurement of potential impact, not actual impact, and notification may be generated, regardless of whether the State of Michigan is directly impacted.

The State of Michigan may receive notifications based on geographic region of operation.

Notification Process

Verizon Wireless will send e-mail notifications to select individuals within the State of Michigan about planned and unplanned developments that affect the selected Verizon Network service(s) for more than 30 minutes and will include the following information:

The message will state that Verizon Wireless is aware of the issue, and will include the following additional information:

- Start Date
- Start Time
- Affected Service (i.e., BroadbandAccess or NationalAccess)
- Affected Location (Nationwide or Region(s))
- User Impact (ex: NationalAccess users may be experiencing an interruption in service)

Additionally, the e-mail messages will:

- Inform when Verizon Wireless has become aware of a development
- Be updated periodically while a development is ongoing
- Inform when service is restored

This service may be provided to the State of Michigan as a courtesy only.

Verizon Wireless agrees to provide the State of Michigan with unplanned network outage notifications. These unplanned outage notifications will be sent via e-mail through the LCON platform.



Typically, initial unplanned outage notifications will be sent to the State of Michigan within 60 minutes of the alarm being received at the Verizon Wireless Network Operations Center (NOC). Subsequent updates will be provided via e-mail (through LCON) as the outage situation is being analyzed and remedied. Verizon Wireless does not guarantee that the initial notification will be received within 60 minutes. As the network field engineers update the corresponding outage record in the trouble ticket management system, updated notifications will be sent to the State of Michigan through LCON.

Verizon Wireless agrees to provide the State of Michigan with planned network outage notifications before the planned outage takes place. These planned outage notifications will be sent via e-mail through the LCON platform.

Typically, planned outages and the associated notifications to the State of Michigan will be sent three or more business days prior to the planned event. However, in the event of a critical change that is required for proper network operation, the notification window may be less than three business days. In these cases, Verizon Wireless will make every attempt to notify the State of Michigan as soon as possible. Verizon Wireless will not be held liable for planned outages and associated notifications that occur within five business days of the planned event.

- b. Contractor's Customer Notification System will be provided at no additional cost to the State of Michigan for those subscribed to the system, and will include impacted coverage areas and an estimated duration of the outage.
- c. Contractor shall pro-rate invoices, where coverage outage is 24 hours, a full day of service for each subscriber for each 24 hour period.

If an answered call in a government subscriber's calling plan rate and coverage area is disconnected by the Verizon Wireless network and the government subscriber redials the call within 5 minutes of being disconnected, Verizon Wireless will credit the subscriber one (1) minute of airtime.

If, due to the fault of Verizon Wireless, a line is unable to receive incoming calls in the Verizon Wireless coverage area for more than 24 continuous hours, the State of Michigan may request a pro rata daily credit for the period without wireless service. Verizon Wireless can credit the State of Michigan's invoice up to the full amount of the subscriber's monthly access charge for the period in which service was unavailable. To receive either of these credits the subscriber must notify Verizon Wireless within ninety (90) days after the call was disconnected or wireless service was unavailable at the following toll-free number: 1-(800) 299-0204.

- d. If service is unavailable in a county as a result of an unplanned outage for more than one (1) hour, a full one day service credit shall be provided by Contractor for all affected subscribers in the county. Measurement shall be when State subscribers in a covered county, either roaming or direct service, report that service has been unavailable for more than one hour.

C. Package Requirements

- 1. **Packages for Voice and Data Services** – Contractor shall provide the following features and services regardless of the phone or plan selected:

- a. Owners manual
Newly-activated equipment is shipped with a welcome kit instructing the subscriber of the basic features related to the service. Equipment manuals are also available on www.verizonwireless.com.
- b. Voice mail
Verizon Wireless' Voice Mail service allows callers to leave a message when the cellular



number they have called is in use or unavailable. The service gives subscribers the option to either record a greeting in their own voice, or simply record their name to be used in a standard system greeting. Callers are able to designate their message as "urgent," and if they do so, then these messages will float to the top when they are being retrieved. Subscribers are also able to retrieve messages from any touch-tone phone.

c. Caller ID

Caller ID allows cellular subscribers to see the telephone number of an incoming caller (for all unblocked numbers). Based on this information, subscribers can then make the decision to either answer the call or leave it unanswered and perhaps default to Voice Mail. This service is available to subscribers with specific equipment.

d. Message waiting indication

Message Waiting Indicator, is used in conjunction with Caller ID and Voice Mail to provide subscribers with the visual ability to see who called and allows them to see if they have any Voice Mail messages. If the subscriber leaves the phone powered off, the indicator telling them that there are messages waiting will be activated as soon as the subscriber turns the phone on. This option works only on phones that are equipped with Message Waiting Indicator.

e. Three-way calling

Three-Way Calling allows the subscriber to speak with two parties at once while on one cellular call. Airtime and other charges, which may include toll or long distance charges, apply for both calls during the three-way call. With this feature, there is no need to make several calls trying to relay information to third parties.

f. Internal directory

All Verizon Wireless handsets have an address book/contact list that can be managed by the State user of the phone.

g. Call waiting

An alert tone announces an incoming call when a cellular subscriber is already on the phone. After the subscriber hears the tone, the subscriber has approximately 30 seconds to answer before the second caller hears a standard message or is forwarded to the subscriber's Voice Mailbox. If the subscriber answers the call the first call is put on hold while the second is taken.

h. Call forwarding

Call Forwarding (not available in all areas) enables calls to be transferred to another phone number. The subscriber's wireless phone will not ring. Airtime and other charges, which may include toll or long distance charges, apply. This is especially helpful if a subscriber's cellular number is the one people are most accustomed to dialing.

i. Call log including missed calls, dialed calls and received calls

A visual indicator on a digital equipped handset indicates a new message has been delivered to a subscriber's voice mailbox when within home service areas of Verizon Wireless. This feature is included at no additional charge.

j. Battery status

Verizon Wireless provides a battery with each equipment model purchased to meet the State of Michigan's business talk time needs. The amount of talk time varies depending upon the equipment. Battery status is indicated on the handset. The Lithium-ion battery is one of the latest battery chemistries available with a significant reduction of size and weight, as well as long battery life. Optional extended life batteries that are compatible with Verizon Wireless handsets are available. Contact the State's Verizon Wireless Account Manager for further details.

k. Indication of service (none, roaming, home)

Each digital handset will display "Roam" in the screen when the subscriber will be in a roaming situation. In addition, each digital phone gives the subscriber the ability to toggle on or off an audio alert when the phone enters and leaves a roaming area. Each digital handset also has an indicator that displays service strength.



i. Detailed billing

For government subscribers, Verizon Wireless can provide the employee with summary invoicing, which indicates consolidation of subscriber usage for a customer's billing account into a summary bill. This includes a breakdown/summary of all user charges for that billing period, as well as a grand total for the entire account. Payment responsibility for State of Michigan liable accounts remains with the State of Michigan.

Verizon Wireless provides call detail records to each employee subscriber for the usage that the subscriber has incurred according to the calling plan structure established at the time of activation, or according to any recent change in the individual subscriber's selected calling plan.

Verizon Wireless will, upon request, review an individual subscriber's usage versus available calling plans, to ensure that the most appropriate calling plan available to the subscriber is employed according to this review.

m. No charge for incomplete calls, busy/no answers, or dropped calls

Verizon Wireless has a procedure to assist subscribers in receiving credits for dropped or interrupted calls. In the event a subscriber making a call within the home calling area reports a dropped call or a call disconnected because of interference with radio transmission, and that call is re-dialed within five (5) minutes, Verizon Wireless will issue a credit for the dropped or disconnected call. Verizon Wireless will work with subscribers to provide appropriate credits upon request.

In certain Verizon Wireless Areas, subscribers may be billed at normal airtime rates for calls that ring for 60 seconds or more, even if such calls are busy or unanswered. Unanswered or busy calls to certain fax machines or data modems may incur charges, even though it may sound as if the call was unanswered. When roaming, additional charges may apply and are determined by the service provider of the visited system. Verizon Wireless will work with subscribers to provide appropriate credits upon request.

2. **Packages for Voice and Data Services** – Contractor will exclude the following features regardless of the phone or plan selected:

a. International calling – with the ability to activate on a case-by-case basis

This block can be lifted by calling the designated enterprise account customer service team (only by the State's Program Manager or ATC) and requesting the capability to call internationally. Subscribers can also limit all calls, international and domestic, to incoming only, outgoing only or local call only. The call restriction features are available for an additional monthly charge. Some equipment models also offer call restriction features that can limit subscribers to a predetermined set of numbers. Instructions can be located in the cellular phone owner's manual.

b. Online games

Verizon Wireless' offers a feature that will allow the State of Michigan to request that Get It Now downloads be restricted or blocked on an individual government subscriber's handset. Standard data call airtime charges will be incurred if the subscriber attempts to connect to the Get It Now service.

Subscribers who are blocked will receive the following message: "Unable to verify user account information. "Call Customer Service."

c. Direct bill for digital goods or games.

d. Information services such as sports or stocks

Sports or stock quotes would be delivered to the handset via a text message. Blocking text messages will disable not only the ability to receive text messages from others, but also information alerts from the Internet (including Mobile Web 2.0 alerts) and the ability to send text messages from a two-way TXT Messaging capable phone. Blocking text messages will not affect Voice Mail or other related service.



e. Advertisements

Verizon Wireless utilizes a variety of anti-spam blocking methods that are constantly being revised to address the new methods used to deliver unsolicited messages. The most common type of spam originates through e-mail, but unwanted messages can come from a variety of sources. When the message enters the Verizon Wireless network it is subjected to a number of filters and criteria that are used to remove unsolicited messages before they reach the intended recipient. One of the common anti-spam rules that Verizon Wireless uses to block unsolicited messages is to consider the volume of messages sent by each source. Exceeding certain volume thresholds will trigger the network to block unwanted messages.

f. Ability to download music or videos

Verizon Wireless' offers V CAST Music Block, a feature that will allow the State of Michigan to request that V Cast Music be blocked. The V CAST Video Blocking feature will prevent subscribers from adding V CAST Video, which will prevent access to the V CAST Music store, from both the handset and the PC. If a subscriber attempts to launch the catalog and has V CAST Music Block added to the account the subscriber, depending on the handset model, will receive a message indicating that the account has been blocked from accessing V CAST Music or that a subscription to EV-DO or V CAST Music is required to use this application. Verizon Wireless' offers V CAST Video Block, a feature that will allow the State of Michigan to request that V Cast Video be blocked. The V CAST Video Blocking feature will prevent users from adding V CAST Video.

g. Calls to entertainment lines must be blocked ("900" numbers, etc.)

Third-party billing is not supported by Verizon Wireless; therefore, the following types of calls are not processed through subscriber handsets: Incoming collect calls and Outgoing calls to 900 or 976 numbers.

3. Standard Cellular Voice Services and Equipment with Optional Data Service. (Primary usage being person-to-person voice communication).

a. Contractor will provide the following:

i. Rates that include activation, access, roaming and domestic long distance, plus the base phone charges.

ii. No charges for unanswered calls.

However, in certain Verizon Wireless Areas (due to Verizon Wireless' invoicing system), subscribers may be billed at normal airtime rates for calls that ring for 60 seconds or more, even if such calls are busy or unanswered. Unanswered or busy calls to certain fax machines or data modems may incur charges.

iii. Unlimited member-to-member or "group" calling options.

Refer to the attached Verizon Wireless Pricing and Equipment Section, Attachment C, for details.

iv. Free nights and weekends to start at times noted

Verizon Wireless offers a Nights and Weekends Option, which allows the subscriber to make or receive a call in a calling plan's home airtime area during the following hours: 9:01 p.m. Friday through 5:59 a.m. Monday and 9:01 p.m. - 5:59 a.m. Monday through Friday without using the plan minutes. The Nights and Weekends Option is available on most calling plans without an additional charge or can be purchased as an option for an additional monthly fee. Refer to the attached Verizon Wireless Pricing and Equipment Section, Attachment C, for details.

v. Domestic long distance is included when placing calls in the home airtime rate and coverage area

Verizon Wireless has provided its long distance rates with select calling plans. Benefits offered with Verizon Wireless' Long Distance Service include:



- One consolidated monthly bill for both cellular airtime and cellular long distance services, and
- One number to call, one Verizon Wireless representative to handle all the State wireless service questions.

Refer to the Verizon Wireless Price Schedule included as Attachment C.

b. Voice Mail

Verizon Wireless currently offers two (2) types of Voice Mail services to government users. The service gives subscribers the option to either record a greeting in their own voice, or simply record their name to be used in a standard system greeting. Verizon Wireless' Voice Mail service allows callers to leave a message when the cellular number they have called is in use or unavailable. Callers are able to designate their message as "urgent," and if they do so, then these messages will float to the top when they are being retrieved.

Below is a description of services which outlines message retention:

Basic Voice Mail:

- 20 messages
- 3 minutes maximum message length
- 21 day saved messages retention period

Enhanced Voice Mail (available for an additional monthly charge):

- 40 messages
- 5 minute maximum message length
- 40 day saved messages retention period

Access to Voice Mail is typically the same process in most areas; however, if the subscriber is trying to access Voice Mail while outside of the phone's area code, the subscriber may have to dial the area code first before the cellular phone number.

When retrieving Voice Mail from subscriber's cellular phone either by dialing *86 or by calling the subscriber's Verizon Wireless phone number the amount of minutes used will be deducted from the subscriber's airtime allowance minutes. Voice Mail access exceeding the subscriber's airtime allowance minutes will be billed at the airtime rates specified in their particular calling plan. IN Calling minutes do not apply to Voice Mail retrievals.

In addition to airtime and based on the subscriber's calling plan, any call outside the subscriber's coverage area will be billed roaming, toll or long distance charges, where applicable.

Subscribers are also able to retrieve messages from any touch-tone phone. Subscribers accessing Voice Mail from a landline phone will not incur airtime charges for Voice Mail retrievals or Voice Mail deposits.

Verizon Wireless does not charge for voice mail notification; however, there are charges associated with long distance and airtime for voice mail retrievals. Refer to the Verizon Wireless Pricing and Equipment Attachment C and D, for details.

c. Picture Phones Services

Verizon Wireless currently offers Picture Messaging under the Get Pix category within the Get it Now® suite of services. Picture Messaging provides subscribers with the ability to send and receive picture messages using a digital phone with an embedded camera. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions.



The following are benefits of Picture Messaging:

- Subscribers can send and receive pictures, sounds, and text (up to 1,000 characters) in one message.
- Subscribers can send a picture message to 10 people at a time and only be charged for one picture message.
- Subscribers can capture pictures anywhere, but can send picture messages to friends and family only while in the National Enhanced Services (1XRTT) coverage area.
- Subscribers can store, save, send, share and sort their Pictures/Picture Messages, as well as compose and send new picture messages using the Pix Place website ("Pix Place") (registration is required). The State user will receive 75 saved messages and unlimited temporary messages (those uploaded from a PC, saved in the 'Drafts' album or 'Sent Items' album) of online storage at no charge for both picture and video messages combined.
- Subscribers can personalize their camera phone by saving pictures as wallpaper and Caller Ids.

Picture Messages can be sent to:

- Other Verizon Wireless camera phones
- Verizon Wireless standard digital phones that are capable of receiving incoming text messages
- Inter-carrier partner handsets: Alltel, Cingular Wireless, Leap Wireless, Nextel, Sprint, T-Mobile, and U.S. Cellular subscribers who are able to receive text messages, simply by addressing the message to the recipient's 10-digit mobile number (subject to limitations). Inter-carrier messaging is only supported between handsets and not available from Pix Place or e-mail to Inter-carrier handsets.
- Uploaded to Online Photo Album - Pix Place (www.vzwpix.com).
- Valid email addresses (subject to certain limitations described in further detail below).

Pictures captured on a camera phone handset cannot be transferred via Bluetooth, infrared, or data cable from the handset.

A subscription to Picture/Video Messaging Service and a camera or camera/video messaging capable phone is required to use Picture Messaging.

Airtime used when sending, receiving and uploading picture messages from the handset to Pix Place will decrement from the subscriber's calling plan minutes or NationalAccess Megabyte Plan kilobyte allowance, if applicable. Sending and receiving picture messages, and uploading pictures from phones to Pix Place, are only available in the National Enhanced Services Area. Picture Messages sent when outside of the National Enhanced Services Area (1XRTT area) will fail and will be stored on the handset in Pix Outbox with a failed message status. Should subscribers elect to resend the message upon return to the National Enhanced Services Area they will need to manually resend the message. Storage capacity of phones varies. Check the phone manual for details. Picture messages that cannot be delivered to the intended recipients within five days will be deleted. Users will be charged for picture messages sent from the State phone, even if not delivered or cancelled before sending is complete, but users will not be charged for picture messages sent to a State phone unless received. Picture Messaging is not available for use with a Mobile Office Kit. Subscriber is solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera/video phone use. Use of Picture Messaging is subject to the Picture/video Messaging Website Use Agreement. See www.verizonWireless.com for details.

d. **Optional Charge Features**

Refer to the Verizon Wireless Pricing and Equipment Attachment C and D, for details.



e. **Voice Priority Services**

- i. In the event of a natural disaster or emergency, Contractor shall provide priority voice cellular service to State employees with critical job duties that are responsible for responding to such events. Priority access is defined as giving State authorities, in times of emergency, access to a Contractor's network ahead of the general public.

Verizon Wireless has worked closely with the National Communication System (NCS) of the Department of Homeland Security to develop national Wireless Priority Service (WPS) on the Verizon Wireless Code Division Multiple Access (CDMA) voice network. WPS is a federal program that will provide the benefit of priority network access for certain government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness. Verizon Wireless completed the WPS rollout in 2006. WPS does not support services available on Verizon Wireless' data network.

1. Based upon the disaster or emergency, the agencies or entities include, but are not limited to, law enforcement (both state and local), Governor's office, Michigan Department of Environmental Quality, Michigan Department of Transportation, Michigan State Police Emergency Management and Homeland Security Division, Michigan Department of Health and other first responders. This list is not all inclusive.

During times of emergency, WPS will give emergency service personnel – including federal, state and local government officials, law enforcement agencies and designated private sector responders – priority in placing calls. While priority calls do not preempt calls in progress, WPS will allow authorized users to gain priority access to the next available wireless channel, thereby increasing their probability of call completion during an emergency. Calls placed by individuals without priority access will still be given access to the network.

2. How to Sign Up for WPS

To take advantage of WPS on the Verizon Wireless network authorized national security and emergency preparedness users must first apply to the NCS to receive this service by visiting the NCS' website at:

<http://wps.ncs.gov/request.html>.

Once NCS confirms eligibility, the NCS will then notify Verizon Wireless that the official has been approved for WPS and that the service can be added to the user's account. Users may also contact their Verizon Wireless Account Manager or the WPS Activation and Support department at 877-262-2950 for further information.

Once WPS is activated, registered users simply dial *272 before dialing the 10-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel.

Additional information regarding the WPS program can be obtained at <http://wps.ncs.gov>.

3. Air time and per call fees associated with priority service are detailed in the pricing section (See Exhibit C). WPS Minutes will not deduct from any plan allowances.
4. Inter-carrier roaming with other WPS carriers is not currently supported.
5. Contractor will make available up to ten (10) demonstration units for testing purposes after contract award. During this time, the State may subscribe to WPS services for testing purposes.



- ii. In addition to priority access, agencies or entities which do not currently use cellular services may need to have access to such services during an emergency. Contractor must have the ability to provide a bank of cellular phones with priority access for use during a natural disaster or emergency.

Verizon Wireless suggests the purchase of additional handsets for emergency purposes. These handsets would be available on site at the State of Michigan's facilities. The State of Michigan may select a calling plan for the "Emergency Purpose" phones that is appropriate for the usage anticipated.

f. Emergency Use ONLY Phone Services

Verizon Wireless suggests the purchase of additional handsets for emergency purposes. These handsets would be available on site at the State of Michigan's facilities. The State of Michigan may select a calling plan for the "Emergency Purpose" phones that is appropriate for the usage anticipated.

g. E911 Capabilities

- i. Verizon provides an Assisted Global Positioning System that works in coordination with an Advanced Forward Link Trilateration (AGPS/AFLT) handset solution to serve the designated 911 centers, also called Public Safety Answering Points (PSAP). This system supports Phase II E911 Service requests.

Verizon Wireless continues to meet the schedule set by the Federal Communications Commission in October 2001.

Until all PSAP upgrade their systems, calls made from subscribers' E911-capable handsets to 911 call centers that are not yet equipped for E911 will still go through as usual. These 911 call centers will not be able to read or use the GPS-generated location information and may still need to rely on the mobile caller to identify and tell them where they are located. The State of Michigan's subscribers are encouraged to contact their local police or fire department if they have questions about their capability to accept and use the E911 data from mobile calls in their area.

Since December 30, 2003, all of the handset models Verizon Wireless sells are GPS-capable of transmitting their E911 location.

Note that E911-capable handsets will not be able to provide location information to 911 call takers until the 911 call takers' (PSAP) systems and some local telephone company systems are upgraded to receive and use the enhanced location data. These systems may still need to rely on mobile callers to identify their location.

Subscribers with questions about local E911 services should contact their local Public Safety Authority.

- ii. Reserved.

h. Number Portability Requirement

- i. Local Number Portability (LNP) enables wireless subscribers to retain their mobile numbers when switching their wireless service providers.

To port lines in to Verizon Wireless, a subscriber will need to provide the billing name and address, the account number from the old carrier and their organization's federal tax ID number.



It is important that the existing service not be cancelled before Verizon Wireless begins the porting process. Once Verizon Wireless has all of the required information, it will submit the port requests for those lines.

Any number that a subscriber wants to port must first be eligible for porting. Eligibility is based on the geographic locale of the number (the number must remain associated with the same geographic area and Verizon Wireless must be licensed to provide service in that area) and the number must be active with the old wireless carrier.

A single wireless-to-wireless port is typically accomplished between three (3) hours and one (1) day. Landline-to-wireless ports typically occur within four (4) days. Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old wireless carrier.

During the porting process, subscribers may occasionally have no service on their handsets while the Mobile Telephone Number (MTN) is being transferred between carriers. Verizon Wireless cannot provide service until the MTN has been activated on the Verizon Wireless network. At the same time, the incumbent carrier may have disconnected service from the incumbent network.

Verizon Wireless does not currently charge a fee for porting numbers to or from our service. Any subscriber who ports a line from Verizon Wireless to another carrier will be responsible for any accrued charges.

For more information visit: <http://www.verizonwireless.com/b2c/lnp/index.jsp>.

i. Voice Handsets

- i. Contractor's standard base handsets shall include:
 1. An AC wall charger, belt-clip or case as available will be provided, Optional 12 volt car charger must be purchased as needed (in some cases 12 volt charger may come with product or may be offered as a special).
 2. A hands-free operation kit.
- ii. Handsets.

Trial equipment can be provided under a separate trial agreement; otherwise, the 30-day performance testing period applies.
- iv. Special handset requirements:
 - a. Contractor will provide handsets with NO picture phones or other special features as ordered.
 - b. Contractor will provide picture phones and associated services as ordered. Verizon Wireless currently offers Picture Messaging under the Get Pix category within the Get it Now® suite of services. Picture Messaging provides subscribers with the ability to send and receive picture messages using a digital phone with an embedded camera. Pictures captured on a camera phone handset cannot be transferred via Bluetooth, infrared, or data cable from the handset. Airtime used when sending, receiving and uploading picture messages from the handset to Pix Place will decrement from the subscriber's calling plan minutes or NationalAccess Megabyte Plan kilobyte allowance, if applicable. Sending and receiving picture messages, and uploading pictures from phones to Pix Place, are only available in the National Enhanced Services Area. Picture Messages sent when outside of the National Enhanced Services Area (1XRTT area) will fail and will be stored on the handset in Pix Outbox with a failed message status. Should subscribers elect to resend the message upon return to the



National Enhanced Services Area they will need to manually resend the message. Storage capacity of phones varies. Check the phone user manual for details. Picture messages that cannot be delivered to the intended recipients within five days will be deleted. Users will be charged for picture messages sent from the State phone, even if not delivered or cancelled before sending is complete, but users will not be charged for picture messages sent to the State phone unless received. Picture Messaging is not available for use with a Mobile Office Kit. Subscriber is solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera/video phone use. Use of Picture Messaging is subject to the Picture/video Messaging Website Use Agreement. See 1.1.C.3.c above and VerizonWireless.com for details.

- v. Subscribers can update their PRL subscribers must dial *228 (toll- and airtime-free) on their Verizon Wireless tri-mode or all-digital handset and then choose option 2 when prompted while in the Verizon Wireless National Enhanced Services Rate and Coverage Area. Verizon Wireless recommends that subscribers update their PRL at least once every three months. It should be noted that OTA does not activate wireless service over-the-air. See the State Verizon Wireless Account Manager for further details regarding availability in user's area.
- vi. Contractor must provide support for BlackBerry devices with no diminution of present support services.

Verizon Wireless does not provide BlackBerry Server support. As part of the BES purchase offering from RIM, the first 60 days of BES technical support is included direct from RIM. Included is RIM telephone support for BES issues Monday – Friday from 9:00 a.m. through 5:00 p.m. EST. E-mail support is available 24 x 7. Also included is electronic access to BES service packs and hot fixes. This support does not include Software Maintenance/Upgrades, which is provided by other Technical-Support Premium support packages. After the initial 60-day period, additional annual support packages can be purchased directly from RIM, which will allow Verizon Wireless BlackBerry Users access to manufacturer-based Technical Support assistance, as well as, software maintenance and upgrades. Support packages are available in 5 Program Levels, offering different tiers of support.

Verizon Wireless provides Tier 1 and 2 support for device and wireless service. When needed, Verizon Wireless escalates support calls to RIM or the State of Michigan's applications provider for device and device software issues.

- vii. Verizon Wireless provides several ways to connect the State PDA devices. On certain PDA, add-on devices are currently available that transform the handheld PDA into a fully functional communications tool with similar capabilities to voice handsets. Some of these add-on modules not only integrate phone functions, but they also serve as a wireless modem. This enables the PDA to make phone calls, surf the web, and check email wirelessly. Internet connectivity is accomplished by utilizing a wireless modem that provides the PDA with access to the network.

Some devices have cables that allow wireless phones to connect to data ports resident on the handheld, for example, Kyocera Wireless makes cables to connect all production handhelds to Palm III and V handhelds.

Additionally, third party suppliers sell cables to enable connectivity to many additional devices and form-factors. These cables are not sold through Verizon Wireless. Subscribers choosing data devices such as BlackBerrys, PDAs and Smartphones will have the option of selecting both voice and data services on one device with one Mobile Telephone Number (MTN) billed as a single line. Contact the State Verizon Wireless Account Manager for more information.



viii. Voice Activated Dialing, which allows voice-activated dialing from the handset, is available on some of the devices listed in the Verizon Wireless Pricing and Equipment Offer, Attachment C. Complete instructions on how to use this feature appear in the owner's manual of each phone with this feature.

xi. Subscriber contacts must be capable of being loaded to the hand-set; or network and used for voice dialing.

Verizon Wireless can transfer load the contact/address book from an existing phone into a new Verizon Wireless phone. This process can be done for most phones, even competitors' phones operating on different network technologies provided the phones are the same manufacturer and model, (i.e. Motorola to Motorola). This service is available at no cost. In some cases, numbers stored in the device memory would need to be manually re-programmed by the subscriber into any new wireless device. The quantity of phone numbers that can be stored in a device varies by equipment model. Additionally, certain PDA offers the capability to back-up address books, contact lists and settings via synchronization software.

xii. Contacts and calendar information must be capable of being transferred between subscriber handsets for new and existing subscribers.

xiii. Handsets with dual number capability are currently available through Verizon Wireless. This dual number capability allows the subscriber to assign one number for business use, for example, and another one for personal use. Although it is anticipated that dual number handsets will continue to be available in the future through Verizon Wireless, Contractor does not guarantee that availability. Refer to the Verizon Wireless Pricing and Equipment Section, Attachment D for details.

xiv. Verizon Wireless currently offers several handsets that support Bluetooth technology. Refer to the Verizon Wireless Pricing and Equipment Section, Attachment D for model types and features.

xv. Verizon Wireless does not offer Wi-Fi service.

xv. Contractor does not offer integration with PBX systems.

k. **"411" Service**

Verizon Wireless' 411 ConnectSM is an enhanced directory assistance service with automatic connection. 411 ConnectSM offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call. 411 Connect is available in most Verizon Wireless markets by dialing 411 + SEND. Currently, a per call fee is charged plus applicable airtime, toll, wireless long distance and landline charges. Refer to the Pricing and Equipment Attachment C for details.

Calls to 800-555-1212 are not fee-based and are charged for airtime only.

4. Combined Voice and Push-to-Talk (PTT) with Optional Data Services

Push to Talk Overview

Verizon Wireless offers a two-way radio (walkie-talkie) type service, called Push to Talk. Push to Talk allows subscribers to push a button and automatically connect to another Verizon Wireless Push to Talk subscriber (or groups of subscribers). Subscribers can utilize either the speakerphone mode, "walkie-talkie" function or a privacy mode allowing for traditional phone style use. Subscribers must have a Verizon Wireless Push to Talk capable handset and must subscribe to a Push to Talk calling plan. Push to Talk functions throughout our National Enhanced Services Rate and Coverage Area using the Verizon Wireless 1xRTT data network. Refer to the Pricing and Equipment Attachment C for details.



Functionality

With Push to Talk, the subscriber has the choice of making two types of calls:

- Barge calls - The called party will hear a tone immediately followed by the originator's voice and a second tone when the originator stops speaking indicating that the recipient can respond.
- Alert calls - The called party will hear a tone indicating that someone is trying to reach them. The called party will be able to choose whether or not to accept the call.

Push to Talk sessions can either be private one-to-one conversations or group one-to-many conversations. Push to Talk calls can be made through the Push to Talk contact lists to minimize call set-up times. Push to Talk calls can also be made through the keypad, phonebook, and recent calls list.

When using the Push to Talk feature, the subscriber should enter in the receiving party's 10-digit mobile number (the 3-digit area code and the 7-digit mobile number). Neither the receiving party nor the originating party should be interrupted if another party tries to call. Incoming voice calls should go directly to voice mail when using the Push to Talk service and will be in the phone's call log. While on a voice call, a Push to Talk subscriber will not be interrupted by a Push to Talk call. The party who originated the new call will receive a message indicating that the subscriber was unavailable.

See the Verizon Wireless Pricing and Equipment Section, Attachment C, D, for details on the available calling plans and equipment with Push to Talk.

a. Secure Network Access - Contractor must have secure network access.

Verizon Wireless currently uses an authentication fraud technology to help prevent fraudulent use of its network. Authentication is a transparent process that confirms the identity of cellular phones before allowing access to its wireless network. Thus, when a cloner tries to access our system and make calls using the User's MTN who has authentication, the process will prevent the cloner's call from being completed. This process virtually eliminates fraud and provides Users more secure wireless communications.

b. Transmission Delay (Latency)

Typical in-call latency (after the Push to Talk connection has been established) is approximately 0.5 seconds. Transferring floor control takes, on average, one (1) to three (3) seconds. The initial Push to Talk connection takes, on average, six (6) to ten (10) seconds. Verizon Wireless does not provide a service guarantee with regard to the in-call latency measurements stated herein.

c. Calling Group Setup

Push to Talk sessions can either be private one-to-one conversations or group one-to-many conversations. Push to Talk calls can be made through the Push to Talk contact lists to minimize call set-up times. Push to Talk calls can also be made through the keypad, phonebook, and recent calls list.

d. Online Management of Calling Groups

Web-based management of Push to Talk contacts gives subscribers the ability to create and manage their individual and group contacts by visiting the Push to Talk website at <http://www.vzwpushtotalk.com/>.

e. Calling Group Membership Limitation

Contractor shall provide the ability to limit the numbers that can be connected via Push to Talk.

f. Calling Group Size

Verizon Wireless allows 50 groups to be set up with 20 individuals (19 plus the initiator) per group on our Push to Talk plans.

g. PTT Measurement

Push to Talk calls are not billed airtime and are included in the Verizon Wireless Push to Talk plans.

h. Voice Priority Services

In the event of a natural disaster or emergency, Contractor shall provide priority voice service to State employees with critical job duties that are responsible for responding to such events, as described in Section 3(e)(i), above.



Using Wireless Priority Service

During times of emergency, WPS will give emergency service personnel – including federal, state and local government officials, law enforcement agencies and designated private sector responders – priority in placing calls. While priority calls do not preempt calls in progress, WPS will allow authorized users to gain priority access to the next available wireless channel, thereby increasing their probability of call completion during an emergency. Calls placed by individuals without priority access will still be given access to the network. Once WPS is activated, registered users simply dial *272 before dialing the 10-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel.

How to Sign Up for WPS

To take advantage of WPS on the Verizon Wireless network, authorized national security and emergency preparedness users must first apply to the NCS to receive this service by visiting the NCS' website at <http://wps.ncs.gov/request.html>. Once NCS confirms eligibility, the NCS will then notify Verizon Wireless that the official has been approved for WPS and that the service can be added to the State's account. Users may also contact their Verizon Wireless Account Manager or the WPS Activation and Support department at 877-262-2950 for further information.

WPS Minutes will not deduct from any plan allowances. Inter-carrier roaming with other WPS carriers is not currently supported.

Additional information regarding the WPS program can be obtained by visiting <http://wps.ncs.gov>.

i. **Emergency Use ONLY PTT Plans and Phones**

Verizon Wireless currently offers a Push to Talk only price plan, refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D.

5. **Data Services for PC Cards and Optional Data Service**

Contractor must provide the following capabilities and services:

- a. High speed data service transfer rates that exceed data download rates of 256 KBPS and upload rates of 50 Kbps.
- b. A low speed data service with download transfer rates below 150 Kbps available statewide. 1XRTT technology will deliver average speeds of 60-80 kbps and a peak data rate of 144 kbps.

c. Services:

i. Email using 1XRTT technology

Verizon Wireless offers a wireless solution that enables users with a compatible PDA, Smartphone or Pocket PC to access information from their office computer while the employee is on the road. With the Wireless Sync solution users can send and receive e-mail anywhere within the Verizon Wireless National Enhanced Services Coverage Area (1XRTT NationalAccess footprint). In addition, users can use their wireless mobile device to retrieve Personal Information Manager (PIM) information such as calendar information, contact information, tasks, and notes. With its always-on "push" e-mail technology, users can receive e-mails and real-time calendar updates automatically without having to link to their PC and download them.

The Wireless Sync solution offers a secure connection from the computer via the Internet to a Verizon Wireless mobile device. Subscribers are given a CD ROM that grants them access to the Wireless Sync client software on the Internet and allows them to download and install it on their computer and PDA/Smartphone Device.

Wireless Sync is offered in two versions:

Wireless Sync PC Monitor:

- Utilizes a personal computer to deliver e-mail and PIM to mobile devices.
- Can be used with one user or a workgroup with up to 20 users.



- The solution provides software that can be downloaded and installed on a standard PC to monitor e-mail and personal information and then push that information securely to the subscriber's device.

Wireless Sync Enterprise Server:

- The Enterprise Server is deployed behind the User's firewall and is installed and supported by the State.
- Capable of supporting thousands of users with no additional license fee per user.
- The Enterprise Server provides secure mobile data delivery for e-mail, calendar, contacts, notes, tasks and other enterprise data to Verizon Wireless Smartphones and PDAs. All data synchronization is directly between the device and the State of Michigan. No data is passed through or stored at the Wireless Sync Gateway.
- Multi-Carrier Support – Enables customers to purchase one solution that can support select advanced devices from other wireless carriers, in addition to Verizon Wireless devices.
- Device management features – Provides device security and protection. With Wireless Sync Enterprise Server, the State of Michigan can secure mobile devices by requiring users to enter a password to access the device. Devices can also be disabled and data erased over-the-air (OTA), providing increased protection of government information.
- Additional device management features and a file synchronization solution can be added for an additional monthly fee per user.

ii. Calendar synchronization

Wireless mobile devices can be used to retrieve Personal Information Manager (PIM) information such as calendar information, contact information, tasks, and notes. With its always-on "push" e-mail technology, users can receive e-mails and real-time calendar updates automatically without having to link to their PC and download them.

iii. Ability to view attachments

This feature is available on capable devices offered by Verizon Wireless. Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D.

iv. Document access

This feature is available on capable devices offered by Verizon Wireless. Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D.

v. Web mail interface

Verizon Wireless provides the BlackBerry® Solution for mobile professionals who demand "always-on" wireless e-mail and more. BlackBerry® is an end-to-end wireless e-mail solution that provides access to e-mail, contacts, calendar and task list while away from the office. With the BlackBerry® Solution, subscribers can send and receive e-mails anywhere within Verizon Wireless' National Enhanced Extended Services Rate and Coverage Area (1xRTT NationalAccess footprint) and the BroadbandAccess (EV-DO) network with compatible equipment.

There are several options by which e-mail accounts can be integrated with the BlackBerry® Solution:

1. Single users running Microsoft Outlook will use the BlackBerry Desktop Redirector Software enabling the BlackBerry handheld to securely integrate with the subscriber's e-mail address.

The Redirector without the BlackBerry Enterprise Server requires that the computer must remain turned on at all times and the desktop redirector program must be running



for e-mail messages to be sent to the handset. This software does not work with individual POP3/ISP e-mail accounts.

2. Enterprise customers seeking to coordinate multiple devices will use the BlackBerry Enterprise Server (BES) to synchronize with existing enterprise systems (Microsoft® Exchange, IBM® Lotus® Domino™, and Novell® GroupWise). The BES allows the State of Michigan to deploy BlackBerry to multiple users within the State of Michigan with the benefit of centralized administration and support in a secure environment. Additional benefits of utilizing the BES are: Access to the State of Michigan's Microsoft Exchange Global Address List (GAL); wireless calendar; the ability to view e-mail attachments in various formats; two-way wireless synchronization of message activity such as read, deletions, and filing; and Mobile Data Service (MDS) - Secure, wireless access to other forms of government data.
3. The BlackBerry Internet Service™ (BIS) is a complete e-mail, messaging, organizer, and calling solution. With BIS, subscribers can integrate a new handheld e-mail account and/or existing e-mail accounts with their BlackBerry Wireless Handheld™. BIS does not require additional software, government server or BES. Subscribers have the ability to integrate up to ten ISP e-mail (such as POP3, AOL, MSN/Hotmail, IMAP, Microsoft Exchange and Lotus Domino) accounts. Subscribers can setup and manage their e-mail account and settings from a desktop PC through a link at: <http://BlackBerry.com/go/VZW>.

BIS differs from the BES, in that it does not encrypt e-mail, has no server management tools and does not reconcile with web e-mail accounts, so web e-mails sent or deleted from the BlackBerry handheld will not be reflected on the web e-mail account.

The BlackBerry Solution allows for the user to view e-mail on both the handheld device and the mail server. E-mails sent are also viewable from the mail server.

vi. Personal contact access

This feature is available on capable devices offered by Verizon Wireless. Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D.

vii. Internet web access

NationalAccess provides Verizon Wireless subscribers with wireless Internet service with typical average speeds between 60-80 Kbps, capable of speeds bursting up to 144 Kbps.

Verizon Wireless offers several options to access our NationalAccess service. Subscribers can connect select PDAs or their laptop to the NationalAccess service with a PC card or use a tethered solution connecting their laptop to a 1X compatible wireless handset with a Mobile Office Kit (purchased separately). These devices are also compatible with the Verizon Wireless coast-to-coast digital network.

For detailed coverage information by city and zip code, see:
<http://www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp>.

viii. POP3 Web-mail interface

Verizon Wireless offers several wireless e-mail solutions to the State of Michigan, providing access to e-mail, calendar, address book, to do list, contact information and the Internet.

Verizon Wireless' e-mail solutions provide the following functions:

- E-mail. Secure mobile access to enterprise e-mail. Subscribers can wirelessly synchronize their e-mail to their handheld.



- Personal Information Management (PIM). Access up-to-date calendar information, to-do list items, and contact lists from enterprise e-mail applications.
- Wireless Internet Access. Subscribers can access public Internet sites using their wireless handheld.
- Instant Messaging. Subscriber can easily download leading instant messaging products (e.g. AIM, Yahoo, Microsoft Messenger).
- Mobile Enterprise Portal. One user interface access point to all of subscribers' mobile enterprise applications, based on their preferences.

Verizon Wireless offers the Wireless Sync Solution for wireless synchronization of subscribers' e-mail and PIM information such as calendar, contacts, tasks and notes between a PC and a Verizon Wireless Palm powered or Microsoft Windows mobile device. The Wireless Sync solution provides push capabilities to deliver e-mail and PIM information automatically to the mobile device for an always-up-to-date experience. This application supports Microsoft Exchange, Lotus Domino/Notes and POP3/IMAP e-mail services. With Wireless Sync, subscribers can sync one e-mail account and up to three internet-based (POP3/IMAP) e-mail accounts to their mobile device. It also provides a secure tunnel between the mobile device and the users desktop in order to retrieve e-mail, PIM information, and other documents. Wireless Sync is available with Verizon Wireless Pocket PC and Palm PDA/Smartphone devices.

In addition, Verizon Wireless also offers the BlackBerry Solution®. This service pushes e-mails to a subscriber's BlackBerry handheld in order to access information remotely. The BlackBerry Solution supports Microsoft® Exchange, Lotus® Domino™, and Novell Groupwise. When used in conjunction with a BlackBerry Enterprise Server (BES), PIM information such as calendar, contacts, tasks and notes is forwarded to the device. With an existing BES, the State of Michigan's subscribers would only need to purchase the BlackBerry handheld.

ix. Access to GroupWise

Users may access GroupWise by utilizing one of the Verizon Wireless BlackBerry email solutions.

x. Access to Microsoft Exchange

To provide mobile connectivity with Microsoft Exchange Server 2003 (Exchange 2003), Verizon Wireless provides Windows Mobile products, which have interoperability with Microsoft Exchange 2003. Microsoft Exchange 2003 together with a compatible device enables users to synchronize their Inbox, Calendar, Contacts, and Tasks lists, thus enhancing their ability to send, receive, and manage data while mobile. Additionally, Exchange 2003 allows users to utilize Always-Up-To-Date (AUTD). AUTD provides "push-like" e-mail to a device.

Microsoft Exchange 2003 allows wireless devices, such as browser-enabled cell phones or Microsoft Windows Mobile™-based PDAs and Smartphones, access to Exchange Server Information. Mobile users gain full access to e-mail, calendar, contacts, and real-time access to critical data in a secure environment while mobile. Updates made on the wireless device are reflected in the live mailbox and can be seen from a full desktop mail client such as Microsoft Office Outlook® or Outlook Web Access.

Key areas of the interoperability are as follows:

1. 2003 Exchange Server ActiveSync (ESAS) - There are two ways to access e-mail, calendar, and contacts on an Exchange 2003 Server from the mobile device:
 - Exchange Server ActiveSync (ESAS) - requires a Windows Mobile 2003 Operating System or newer on a Verizon Wireless Windows Mobile device.
 - Outlook Mobile Access (OMA) – provides mobile phone browser access to Exchange servers for xHTML (WAP 2.0) and PDA browsers. Requires a WAP 2.0 device with Mobile Web or any Pocket Internet Explorer device.



2. AUTD – The user has the ability to automatically synchronize the mobile device with the server as new mail is received on the server. AUTD communicates with the device via a short message service notification being sent to the user's device.
3. EPIM – Enables access to Global Address List (GAL), look-up free/busy information for a GAL contact, request a meeting, and view a meeting summary.
4. 2003 Windows Mobile Operating System upgrade – Verizon Wireless provides the ability to upgrade existing devices equipped with Windows Mobile 2002 Operating System to Windows Mobile 2003.

The Windows Mobile and Treo devices currently offered by Verizon Wireless are compatible with Exchange Server 2003 SP2. The BlackBerry devices do not communicate directly with Microsoft Exchange Servers. Instead, they communicate with the BlackBerry Servers, which are compatible with Microsoft Exchange 2003 SP2.

- xi. Push to X features (for example one push picture send)

This feature is available on capable devices offered by Verizon Wireless. Refer to the Verizon Wireless Pricing and Equipment Exhibits C and D.

- xii. Presence for IMS

This feature is available on capable devices offered by Verizon Wireless. Refer to the Verizon Wireless Pricing and Equipment Exhibits C and D.

- d. 'Other' data services.

This feature is available on capable devices offered by Verizon Wireless. Refer to the Verizon Wireless Pricing and Equipment Exhibits C and D.

- e. The Contractor's network must provide security via authorization and encryption. The complexity of the CDMA2000 air interface makes it extremely difficult to intercept an intelligible voice or data session. A user's voice or data traffic is subject to a complex, multi-stage process of encoding, and spreading before it is modulated onto a radio frequency carrier. Someone interested in eavesdropping on a CDMA voice conversation or data session would not be able to do so with off-the-shelf scanning equipment, as is the case with older analog wireless technology. Interception and interpretation of a CDMA transmission would require expensive development of special-purpose equipment with uncertain prospects of success. Older generation narrowband radio systems assign user traffic to a given carrier frequency or to a timeslot within the carrier frequency that allows scanning equipment to isolate and recover the targeted user's traffic. CDMA, however, is a wideband radio system. CDMA spreads sequences of pseudo-random varying bits (chips) of voice and data traffic over a wide bandwidth shared by other user traffic. The Verizon Wireless CDMA traffic on the frequency appears as radio noise, thus creating a form of signal scrambling. Without knowing the spreading codes and how to undo them, an individual user's traffic cannot be captured. Security aspects to access our CDMA network mainly depend on a special authentication key value called "A-Key" and also the Mobile Equipment Identifier (MEID) of the device. The A-Key is a 64-bit secret key, used for authenticating the wireless device as a legitimate user on the Verizon Wireless network. Devices are authenticated by the network prior to access, based on a cryptographic challenge-response authentication scheme. Each device is programmed with a secret A-Key and a sub-key called "Shared Secret Data" (SSD) that is shared only with the network's Authentication Center to enable the cryptographic authentication.



- f. Software required for the PC. The State will require certification of this software with its standard PC builds and applications.

VZAccess Manager is the Verizon Wireless branded unified software client (user interface) available with PC cards and mobile office kits for compatible PDAs, Smartphones, BlackBerry devices, and handsets.

- g. Wireless data services that connect a PC, a laptop, or a PDA to the Internet through a cell phone, that is, whereby, the cell phone can act as a modem.
Mobile Office enables subscribers with wireless data service to connect their Verizon Wireless data capable digital phone to their PC, laptop or most Personal Digital Assistants ("PDAs") for wireless connectivity to the Internet.

Mobile Office provides subscribers with direct dial-up access to:

- Verizon Wireless' NationalAccess (1xRTT network) service, at average speeds up to 60-80* kbps with bursts up to 144 Kbps, for wireless access to their business network (if accessible by dial-up) without a separate ISP account, or through the State own ISP. In order to use Mobile Office on NationalAccess users must subscribe to a NationalAccess plan and have a NationalAccess capable handset.
- Send and receive faxes.

* Speed claim based on our network tests with 101 Kilobyte FTP data files. Actual throughput speed and coverage may vary.

There is no additional monthly fee for using the Mobile Office service; however, airtime and other usage charges apply. Mobile Office service requires the use of a data cable to connect the data capable phone to the subscriber's laptop or PDA, enabling the phone to act as a modem.

Verizon Wireless Mobile Office Kits (available for specific phones) are available for purchase and contain the following:

- USB Connector Cable,
- Mobile Office Configuration CD;
- Software that will automatically configure the User's computer
- USB Driver CD
- Quick start Guide

The software provides mobile computing enhancement features. Included is Fourelle's Venturi™ compression software, which can improve performance on NationalAccess connections for Internet browsing, e-mail downloads, and file transfers. Also included is Smith Micro's Quicklink Mobile™ software with features to make mobile computing more convenient. See the State Verizon Wireless Account Manager for details.

Mobile Office Equipment

- A compatible data capable phone
- Internet browser software and/or other communication software,
- A compatible data cable to connect user computer with user phone, and
- A laptop computer with a serial port or Personal Digital Assistant (PDA) Laptop computers: Windows 95/98/2000/NT. PDAs: Windows CE or Palm (OS version 3.0 or higher.) The Mobile Office kit is complete with everything needed to get started. Additional equipment is required for Macintosh laptops and laptops without a standard RS-232 serial port; if users do not own the Mobile Office kit, check with user phone or device manufacturer for alternatives.

With the equipment listed above, user will be able to access wireless data services within the Verizon Wireless digital data service areas.



- h. Cellular data service directly via the cellular handset.

Verizon Wireless provides Internet access through VZAccess calling plans. See the Verizon Wireless Pricing and Equipment Exhibits C and D.

- i. Synchronizing e-mail and PIM (personal information management) information with an employee's office computer.

Refer to 1.1.C.5.c.viii. above for details.

- j. Length data sessions will be held in an active state.

Data sessions will be held in the Active state as long as the device is actively transmitting or receiving data. When operating on the 1xRTT packet data service (NationalAccess), the network and device will automatically transition from the Active state to the dormant state after approximately 20 seconds of inactivity (no data transmission). When operating on the 1xEV-DO data service (Broadband Access), this transition will occur after approximately 10 seconds of inactivity. This methodology was developed to ensure optimal use of RF spectrum resources and network channel elements such that multiple users can obtain services concurrently while optimizing network resources.

- k. "Dormant" state

The device will automatically invoke the transition from Dormant state to Active state when an application on the PC or device (Blackberry, etc.) initiates a data transmission at the Network and/or Transport layer (i.e., TCP, UDP, IP, etc.) While in the Dormant state the device and network maintain the data session information (Point to Point Protocol – PPP) to ensure the most efficient transition wherein only the RF and physical layer resources are "turned" on and off. When operating on the 1xRTT packet data service (NationalAccess), transition from the Dormant state to the Active state takes approximately 2 – 4 seconds. When operating on the 1xEV-DO data service, this transition takes approximately 1 second or less.

- l. Optional services

- i. GPS-based location services to track the phone's location.

Refer to 1.1.C.3.g.i above for details.

- ii. Navigation Systems

VZNavigatorSM allows users to map their location, find nearby points of interest, and get audible turn-by-turn directions right on their wireless handset. Refer to the Verizon Wireless Pricing and Equipment Exhibits C and D. VZNavigator is a downloadable Get It Now®/BREW application (located under the "GET GOING" category) that uses GPS positioning to tell users where they are, what's near them, and give directions to places of interest. Spanish-speaking users can also get directions in Spanish with the Language option. The service is available across the Verizon Wireless National Enhanced Service Rate and Coverage Area.

The following VZNavigator services are available:

- Audible Turn-by-Turn Navigation: Provides users turn-by-turn directions via audible voice directions (i.e. verbal cues such as "turn left onto Main Street in 0.2 miles") as the user travels the route from current location to destination.
- Point of Interest Lookup: Allows users to find locations such as landmarks, restaurants, ATMs, banks, stores, etc. based on their GPS location.
- Location Mapping: Displays a user's position or other location via the GPS satellite network on a detailed color map that can be quickly panned and zoomed.



Note: Users will not receive audible directions during a trip if user switches to MAP mode or is on a call.

Effective July 1, 2007, all existing and new Users who use VZNavigator will not be charged airtime for:

- Usage
- Route downloads
- Route re-calculations (for missed routes)

Airtime charges will continue to be applied to download the application.

Subscribers can create a location profile and manage their privacy settings via their handset with the Location Management BREW application and from a desktop/notebook computer via the Location Management Site located under the Get It Now website (<http://www.vzlocationmanagement.com/llspp>). Location Management allows subscribers to configure individual privacy profiles that restrict which applications and services may access their location.

iii. Text messaging (also called SMS or short message service)

TXT Messaging is the Verizon Wireless two-way short messaging service designed for use throughout the Verizon Wireless coast-to-coast digital service area via a subscriber's wireless handset. TXT Messaging increases the utility of wireless handsets by giving subscribers two choices in how they use their phones to communicate: talk and text.

The subscriber's mobile number is sent with the message. The 160-character limit (120 character limit in some markets) includes the e-mail address indicated by the sender, the message content, and if provided, the subject and callback number. Message length may vary depending on the other system and equipment factors. Steps to send a text message will vary by make and model of the phone. Refer to the phone user's guide for details.

Anyone can send a Verizon Wireless subscriber a text message from any Internet e-mail simply by composing a message and sending it directly to the digital phone. The handset address is the subscribers' 10-digit mobile number or text messaging nickname followed by @vtext.com. Verizon Wireless subscribers can receive a text message from our website at <http://www.vtext.com> simply by typing in the subscriber's 10-digit mobile number or text messaging nickname@vtext.com, their e-mail address and a message. The message will be delivered to subscribers' handset.

www.vtext.com - Verizon Wireless' text messaging website is available to anyone with a connection to the Internet.

All currently offered Verizon Wireless digital phones are capable of receiving TXT messages in areas that support that service. Refer to the Verizon Wireless Pricing and Equipment Exhibits C and D, for equipment details.

iv. Multimedia messaging (also called photo and video messaging)

Picture Messaging

Verizon Wireless currently offers Picture Messaging under the Get Pix category within the Get it Now® suite of services. Picture Messaging provides subscribers with the ability to send and receive picture messages using a digital phone with an embedded camera. **

** Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions.

Picture Messages can be sent to:

- Other Verizon Wireless camera phones.



- Verizon Wireless standard digital phones that are capable of receiving incoming text messages.
- Inter-carrier partner handsets: Alltel, Cingular Wireless, Leap Wireless, Nextel, Sprint, T-Mobile, and U.S. Cellular subscribers who are able to receive text messages, simply by addressing the message to the recipient's 10-digit mobile number (subject to limitations). Inter-carrier messaging is only supported between handsets and not available from Pix Place or e-mail to Inter-carrier handsets.
- Uploaded to Online Photo Album - Pix Place (www.vzwpix.com).
- Valid email addresses (subject to certain limitations described in further detail below).

Pictures captured on a camera phone handset cannot be transferred via Bluetooth, infrared, or data cable from the handset.

A subscription to Picture/Video Messaging Service and a camera or camera/video messaging capable phone is required to use Picture Messaging.

Airtime used when sending, receiving and uploading picture messages from the handset to Pix Place will decrement from the subscriber's calling plan minutes or NationalAccess Megabyte Plan kilobyte allowance, if applicable. Sending and receiving picture messages, and uploading pictures from phones to Pix Place, are only available in the National Enhanced Services Area. Picture Messages sent when outside of the National Enhanced Services Area (1XRTT area) will fail and will be stored on the handset in Pix Outbox with a failed message status. Should subscribers elect to resend the message upon return to the National Enhanced Services Area they will need to manually resend the message. Storage capacity of phones varies. Check the phone user manual for details. Picture messages that cannot be delivered to the intended recipients within five days will be deleted. Users will be charged for picture messages sent from the State phone, even if not delivered or cancelled before sending is complete, but users will not be charged for picture messages sent to the State phone unless received. Picture Messaging is not available for use with a Mobile Office Kit. Subscriber is solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera/video phone use. Use of Picture Messaging is subject to the Picture/video Messaging Website Use Agreement. See VerizonWireless.com for details.

Video Messaging

Verizon Wireless makes Video Messaging available as part of the Get Flix category within our Get It Now® suite of services. Video Messaging provides subscribers with the ability to send and receive recorded events instead of just still images using a digital phone with a video embedded camera/video recorder.

Video Messages can be:

- Stored on the handset
- Sent to other Verizon Wireless video messaging phones
- Sent to Verizon Wireless standard digital phones that are capable of receiving incoming text messages
- Exchanged with subscribers from Alltel, Cingular Wireless, Leap Wireless, Nextel, Sprint, T-Mobile and U.S. Cellular. Cingular will not deliver video messages over 100KB. However, all video messages sent from Cingular subscribers to Verizon Wireless subscribers will be delivered. US Cellular does not have video phones in its current fleet of handsets, therefore, a message will re-direct subscribers to their website to view the message. Message receipt and delivery will vary by carrier.
- Recorded and sent to valid e-mail addresses (subject to limitations).
- Uploaded to Pix Place (www.vzwpix.com).

A subscription to Picture/Video Messaging Service and a video messaging capable phone is required to use Video Messaging.

Airtime used when sending, receiving and uploading video messages from the handset to Pix



Place will decrement from the subscriber's calling plan minutes or NationalAccess Megabyte Plan kilobyte allowance, if applicable. Sending, receiving and uploading videos from phones to Pix Place are only available in the National Enhanced Services Area (1XRTT area). Video Messages sent when outside of the National Enhanced Services Area will fail and will be stored on the handset in the Outbox with a failed message status. Should subscribers elect to resend the message upon return to the National Enhanced Services Area they will need to manually resend the message. Apple QuickTime player software (version 6.5 or higher) is required to play video messages sent to e-mail addresses. Storage capacity of phones varies. Check the phone user manual for details. Video messages that cannot be delivered to the intended recipients within five days will be deleted. The State will be charged for video messages sent from the State phone, even if not delivered or cancelled before sending is complete, but users will not be charged for video messages sent to the State phone unless received. Picture/Video Messaging is not available for use with a Mobile Office Kit. Subscriber is solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera/video phone use. Use of Video Messaging is subject to the Picture/Video Messaging Website User Agreement. See VerizonWireless.com for details.

v. E-mail/Web/IM access

E-Mail

The Verizon Wireless BlackBerry Solution allows for the user to view e-mail on both the handheld device and the mail server. E-mails sent are also viewable from the mail server.

Web

Mobile Web 2.0 provides the subscriber with access to the Internet as well as to e-mail accounts from the subscriber's handset. Mobile Web 2.0 introduces many new features and enhancements, including navigation, premium content and e-mail. Mobile Web 2.0 enabled handsets are required to access this service.

Mobile Web 2.0 uses CDMA Circuit Switched Data, Microbrowser technology in web-enabled handsets and Short Messaging Service (SMS) text messaging to provide the services to the user's handset.

Subscribers can customize either directly from their handset or via desktop PC (Internet access required) using the <http://vzw.msn.com/> web site.

Mobile Web 2.0 requires digital service and may not be available in all areas. CDMA data capable phone with specified software is required. Mobile Web 2.0 monthly services apply. Airtime applies to all Mobile Web 2.0 usage. Toll, long distance and or roaming charges may also apply. Time-outs apply. Phone will end data call and session after a minimum of 30 seconds of inactivity. New data call will be initiated when use is resumed. Airtime rounded up to the next full minute, so actual allowance may vary. Mobile Web 2.0 access will deplete minutes allowance. Microbrowser does not provide full Web surfing. Sites are text only, formatted to optimize phone's screen size. Not all sites are accessible to handheld devices. Verizon Wireless reserves the right to make changes to the State phone's software, including service features, over the air. Verizon Wireless will provide notice to the State if changes will affect customer use and additional training will be provided if there are notable changes.

IM Access

Verizon Wireless Mobile IM (Instant Messaging) is available on the Get It Now service. This application allows Verizon Wireless subscribers to access AOL Instant Messenger, MSN Messenger, and Yahoo! Messenger. There is no extra monthly fee to use the Instant Messaging service. All message use will apply towards the User's monthly text message allowance if applicable or per use fee based upon calling plan. Any messages in excess of the monthly allowance will be charged at the rate set forth in the User's calling plan. There is no use of airtime minutes while using the Instant Messaging service. Users will be billed text messaging rates for signing in and out of the Mobile IM application.



vi. Screen background and ring tone downloads

Verizon Wireless offers a range of information services available for download on select handsets under the service name of Get it Now®. Get it Now is a virtual marketplace for applications and information that allows subscribers to customize their wireless handsets. Subscribers with Get it Now capable handsets can download portable applications directly to their phones.

Get It Now is available in digital service areas to subscribers with a Get It Now enabled phone, as well as a digital calling plan. For a listing of the devices that support this service, refer to the equipment matrix found in the Verizon Wireless Pricing and Equipment Section, Attachment Exhibits C and D.

vii. The State requires the ability to block use of the optional services at the Agency level and phone level.

Verizon Wireless provides third party solutions that are available to further restrict devices. Contact the State Verizon Wireless Account Manager for further details and setup.

viii. PC data card software must be compatible with user's standard laptop and desktop builds, VPN and security protocol.

Verizon makes the following suggestions for this Contract:

Windows

- Windows 2000, Windows XP (Home, Professional, Media Center* or Tablet PC Editions), or Windows Vista **
- Laptop/Notebook computer with 300 megahertz or higher processor clock speed recommended; 233 MHz minimum required (single or dual processor system); Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor recommended

Mac

- Mac OSX 10.3.9 or higher**
 - Verizon Wireless PC/Express Card, or Mobile Phone with a Mobile Office Kit (For Mac compatibility see <http://www.vzam.net>)
 - PowerMac G3 or newer with appropriate device interface
 - Internet browser software for Internet access or network application
 - Verizon Wireless BroadbandAccess or NationalAccess data service
- Microsoft Windows XP Media Center users may need to disable "Caller ID" functionality and have the latest patches and critical updates installed. For details see, <http://windowsupdate.microsoft.com>.

**OS Support may vary by device; refer to <http://www.vzam.net> for details.

Cellular phone usage minutes are incurred while using some of the services described in this section. See Verizon Wireless Pricing and Equipment Section Exhibit C and D.

6. Text Services and Products

- a. Other available services including but not limited to: voice mail, personal toll-free numbers, operator assisted dispatch, page hold/page release, page listen and page resent, and messaging software, can be viewed in the Verizon Wireless Pricing Section, Exhibit C. There is no charge to activate the text-messaging feature on a subscriber's handset. Subscribers can purchase a bundle of 250 messages for an additional charge per month per line. Additional charges will apply if the allowance of messages is exhausted. Refer to the Verizon Wireless Pricing and Equipment Exhibits C and D, for further details.

TXT Messaging and Enhanced TXT Messaging are available in all Verizon Wireless Digital Coverage Areas. Availability of a feature may be impacted by a variety of factors beyond the reasonable control of a



wireless carrier, and Verizon Wireless cannot anticipate all such factors. Verizon Wireless' short message service (TXT Messaging) is capable of roaming to all digital Verizon Wireless and roaming partner markets. Messages sent while outside of the Verizon Wireless network will be retried for 5 days.

Multi-Media Messaging (MMS) service is only available within Verizon Wireless digital coverage area. MMS service is retried for 5 days.

Verizon Wireless also provides store and forward capabilities on TXT Messaging Service and MMS. Verizon Wireless will re-attempt to deliver text messages to their destination for up to 5 days. Attempts will be made every 5 minutes when the device is registered on the network. If at the end of 5 days the message is not delivered, or delivery receipt is not received from the phone, the message will be deleted, and no further attempt for delivery on that particular message will be made.

The Verizon Wireless TXT Messaging feature is capable of sending message status replies back to the application from which the original message was sent.

If the original message was sent from the Internet using www.vtext.com, the subscriber is given the option to view the status of messages sent from that site by clicking on "TXT Status."

Additionally, if the original message was sent from the subscriber's handset, upon completion of the message being sent, the subscriber will have to select "Message Status" from the outbox options in order to view status messages such as "message sent" or "message undeliverable."

b. Industry standard protocols used by the proposed services and products.

Verizon Wireless supports the following standards for content delivery to mobile devices: WAP 1.x, WAP 2.0, SMS, MMS, EMS, and BREW. All these options may not be supported on all devices. While Verizon Wireless does not cap the number of messages sent via SMTP, some messages sent to the handset may get trapped by Verizon Wireless' spam blocking safeguards. When the message enters the Verizon Wireless network it is subjected to a number of filters and criteria that are used to remove unsolicited messages before they reach the intended recipient. One of the common anti-spam rules that Verizon Wireless uses to block unsolicited messages is to consider the volume of messages sent by each source. Exceeding certain volume thresholds will trigger the network to block unwanted messages.

Verizon Wireless uses dedicated frame relay connection from our Short Message Peer to Peer (SMPP) gateway to our inter-carrier provider for transport of inter-carrier text messages. In addition, Verizon Wireless maintains a backup T1 connection through an alternate location for redundancy on this connection. Connections from our inter-carrier provider to other inter-carrier providers or carriers are the responsibility of the other carriers.

The SMPP protocol is an open industry standard messaging protocol designed to simplify integration of data applications with wireless mobile networks such as GSM, TDMA, CDMA and PCD. The protocol is widely deployed in the mobile telecommunications industry. Verizon Wireless does not currently provide a direct SMPP connection for Users.

7. **Service Support and Administration**

1. **Coordination with State Agency Telecommunications Coordinators (ATC)s.** Contractor shall be expected to coordinate most contractual activities resulting from this RFP with State Agency Telecommunications Coordinators (ATC). The State will provide a list of ATCs to the Contractor within five (5) days after the contract is signed.

- a. After receiving the list of ATCs, the Contractor will take orders and make changes to State accounts (excluding local and city accounts) only from these individuals, and assumes liability for costs incurred by accepting a purchase from an unauthorized person.
- b. Contractor acknowledges and agrees that the State shall bear no liability on Contracts entered into for purchases by non-State Authorized Personnel, which liability the State expressly disclaims.
- c. With regard to non-State Authorized Personnel, Contractor agrees to look solely to the respective contracting party for any rights and remedies.

Verizon Wireless will work with the State of Michigan to establish a mutually acceptable process to address issues regarding resolution of non-compliant orders. Verizon Wireless will maintain an on-



line account profile for the State of Michigan account that documents authorized representatives, as well as other specifics of the account. Verizon Wireless strives to accept orders for new service and equipment only from the authorized State of Michigan representatives as reflected in the account profile. This minimizes the possibility of having unauthorized subscribers requesting government liability services. Verizon Wireless will reasonably work with the State of Michigan to resolve any issues arising from any erroneously submitted unauthorized orders.

8. Customer Service Requirements

a. Customer Support Availability

- i. Designated Customer Support Representative will be available during normal business hours Monday – Friday 8:00 a.m. - 5:00 p.m. (EDT). Customer service must respond to any customer service requests within four (4) hours of notice.
- ii. Contractor must also provide general business customer support, accessible 24 hours a day and seven (7) days a week.
- iii. Toll-free number customer service assistance and account service, available 7 x 24.
- iv. Support “on-hold” times will be less than 5 minutes prior to reaching an agent. Provide present hold queue statistics.

The Verizon Wireless Account Manager located in Lansing, Michigan will be the State of Michigan's primary point of contact during normal business hours for equipment and service orders. The Verizon Wireless Account Manager, with necessary sales support coordinators, provides local support to the State of Michigan's offices. The State Verizon Wireless Account Manager also serves as the local point of contact for training, demonstrations and product updates.

The sales support teams are available during normal business hours and provide assistance to the Verizon Wireless Account Manager in handling orders from start to finish. This team is trained to address customer inquiries, as well as to assist the major account customers by coordinating the efforts of telecommunications contacts, subscribers and equipment distribution centers.

This account team works together with the Verizon Wireless Business Support Center (BSC) for government customer service. In addition, the BSC supports all activation, equipment fulfillment and accessory orders for the Verizon Wireless Direct Sales Channel.

BSC Roles and Responsibilities:

- Billing issues/inquiries
- Technical troubleshooting
- Roaming troubleshooting
- Calling plan changes
- Addition/deletion of features
- Consolidation/deconsolidation of accounts
- Assumptions of service/bill name changes
- Electronic billing requests
- Equipment number changes (including serial number)
- Retention
- New line activations
- Upgrades
- Accessory orders

These teams assist with all of the State of Michigan's inquiries for government liable Users related to Verizon Wireless services. During the hours the BSC team is available, the subscriber may contact the local BSC, which is trained to effectively handle all situations via a toll and airtime free number. In addition, the Verizon Wireless Customer Care team can handle limited emergency issues that may arise after BSC hours, on a limited basis. This group of professional Customer Care Specialists can also be reached toll



and airtime free at the number below:

611 or *611, from the wireless phone and/or 1-800-922-0204 from anywhere.

The information below describes the targeted timeframes for the Verizon Wireless BSC customer service processes, provided that requests are received Monday through Friday:

- The Verizon Wireless BSC team evaluates technical problems and interfaces with the Verizon Wireless Technical Support department on behalf of end-users to expedite problem resolution. The BSC will prioritize and manage all service-related issues and work with the State of Michigan's end-users to resolve issues in a timely manner meeting the requirements noted above in this section.

b. Technical Support Availability

- i. Contractor will provide specialized business technical support service available during normal business hours Monday – Friday, 8:00am to 5:00pm (EDT).
- ii. Technical support must respond to any requests within 4 hours of notice.
- iii. Contractor must also provide general technical support, accessible 24 hours a day and seven (7) days a week.
- iv. Toll-free number technical service technicians, available 7 x 24.
- v. Technical support shall be available for all support questions, including but not limited to hardware problems, service problems and network issues.
- vi. Will a special “non-general consumer” number be provided?
- vii. Support “on-hold” times will be less than 5 minutes prior to reaching an agent. Provide present hold queue statistics.

Verizon Wireless provides a Wireless Data Technical Support group (WDTS) to assist Users with wireless data connectivity support and problem resolution. The WDTS is available 24/7 at the following toll-free number: 1-800-922-0204.

c. Escalation Procedures

State of Michigan's subscribers contact the Verizon Wireless Account Manager or Sales Support team with any escalated issues or concerns.

Verizon Wireless Account Manager and Sales Support team will work with the Business Support Center (BSC) to resolve any escalated issues or concerns. An internal BSC escalation policy exists for the BSC representatives to utilize.

The following is the standard procedure for handling User inquiries that may involve network issues:

Users contact Verizon Wireless Customer Service via *611 from handset or via a toll free 800 #.

Customer Service representative performs basic trouble-shooting on the mobile device.

If the issue is not resolved, the call is transferred to the Second Level Support Group. This group verifies provisioning of the device and performs network trouble-shooting.

If the issue cannot be resolved, a trouble-ticket is opened and the call may be transferred to a third tier of support. This organization will look into the network to verify that there are no pending network issues that are impacting operation of the device or application.

d. Unresolved Issues

The Contractor shall notify the State's Designated Program Manager in writing of any unresolved issues or problems that have been outstanding for more than ten (10) business days.

- In the event of disputed charges, the State must provide Verizon Wireless with written notice during the term of the contract or within one hundred eighty (180) days from the end of said contract, of the disputed invoice or the disputed amounts.
- The written notice must also include why the State is disputing the charges and the State of Michigan's supporting documentation.
- Verizon Wireless will use good faith efforts to resolve billing issues within sixty (60) days after receipt of the notification of the dispute with supporting documentation.



- Particularly complex issues may take longer to resolve. If a billing issue is resolved in the State of Michigan's favor, Verizon Wireless will credit the State of Michigan within a commercially reasonable timeframe.
- Should any other issue arise Verizon Wireless will resolve the issue within ten (10) business days.

e. **Performance Audits**

- i. The State reserves the right to conduct periodic performance audits in all areas of services required by this Contract (i.e., delivery, fill rate, variance reports, customer representatives) throughout the term of this contract at the discretion of the State's Designated Contract Administrator.
- ii. Verizon Wireless will assist the State of Michigan in any audit as requested. However, for security reasons, the State of Michigan will not be permitted to perform any audit work at any Verizon Wireless locations.
The Contractor will provide any additional documentation necessary for the performance audit, as reasonably requested by the State.

f. **State Business Review Meetings**

The Verizon Wireless Account Manager and/or Sales Support team coordinator can plan to meet with the State of Michigan at a mutually acceptable time and location. Upon request, the Verizon Wireless Account Manager can facilitate regularly scheduled meetings and evaluations with the Business Support Center (BSC) team and the State of Michigan's authorized contact to determine where Verizon Wireless is exceeding, meeting or falling below the State of Michigan's expectations.

The following areas are surveyed on a quarterly basis:

- Order processing,
- Timely conversion of existing mobile telephone numbers,
- Accuracy of reports,
- Resolution of billing issues, and
- Equipment.

9. **Exemption from Taxes, Fees and Surcharges**

The State is exempt from all Federal, State and Local taxes. If Contractor(s) intends to include any taxes, fees or surcharges in the attached cost models, Contractor is to reference and cite the specific regulatory mandate. Provide billing method and presentation on billings for these taxes, fees and/or surcharges for each service bid.

Exemptions do not apply to expenses necessary to comply with law (surcharges).

- Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another. Examples of these fees may include sales and use tax and 911 fees, Verizon Wireless will address and adjust any legally exempt taxes as provided for to the State.
- In addition to taxes, surcharges and fees that Verizon is required to collect. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge.
- These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, the State tax exemptions, if any, will not apply to these charges.
- Federal Universal Service Charge
 - Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.
 - The Federal Universal Service Charge (FUSC) is a percentage of the User's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The FUSC applies to the following items:
 - Cellular Access for voice calling plans (only on first 79% of this item)
 - VZW Toll



- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- IN Calling feature
- Night and weekends feature
- Toll free feature
- Toll USA-Canada
- Regulatory Charge
 - The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking.
 - The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability.
 - The Regulatory Charge is a flat charge per Mobile Telephone Number (MTN) per month, but is subject to change over time.
 - Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. In the event of a change in these fees, a Contract Change Notice must be issued by DMB Purchasing Operations to authorize payment at the modified rate. Verizon Wireless will provide thirty (30) days prior notice to the State of changes.

For more information on regulatory fees, users can visit the FCC's website at www.fcc.gov.

- Administrative Charge
 - Verizon Wireless currently assesses an Administrative Charge of \$0.70 per MTN per month.
 - This charge helps to defray certain costs Verizon incurs, including:
 - (i) fees and assessments on network facilities and services,
 - (ii) charges Contractor, or their agents pay local telephone companies for delivering calls from our customers to their customers; and
 - (iii) certain costs and charges associated with proceedings related to new cell site construction.
 - Verizon Wireless will notify users if the charge increases. For more information about this charge, visit www.verizonwireless.com.

The FUSC, Regulatory Charge, and Administrative Charge are included in the "Verizon Wireless Surcharges" section of the bill.

10. "No Shut Off" Policy for State Accounts

A blanket "No Shut Off" policy for all State accounts shall be agreed upon. Contractor shall identify/flag all State accounts as "Government Accounts" for which service will not be interrupted due to outstanding balance, disputed amount owed or late payments due.

Non-payment of validly billed charges (non disputed) may result in suspension or termination of affected lines; however, Verizon Wireless will not suspend or terminate any line without providing 30 days notice after the requirements of P.A 279 are met which allows for services to be paid within 45 days and provides for an interest rate at 0.75 to be applied for late payments.

11. New Materials Required

- a. All materials and equipment delivered and/or installed under this Contract shall be new and be the standard products of a manufacturer regularly engaged in the production of the materials and equipment.
Equipment ordered for a new or upgrade line will be new equipment.
- b. Where two or more units of the same class of materials and/or equipment are required, the units shall



be the products of the same manufacturer whenever possible.

Verizon Wireless is not the manufacturer of the equipment. Verizon Wireless will provide the same equipment when possible provided the manufacturer has supplied Verizon Wireless with ample quantities to fulfill the request by the State of Michigan.

- c. As part of the wireless handset equipment package, the State of Michigan will receive the manufacturer's consumer warranty, typically one (1) year in length upon acceptance of the equipment.
- d. Contractor shall advise users of the availability of new software that may require equipment be updated. Verizon Wireless will work with the State on mutually agreed times and locations for software updates within the handsets when available.

12. Activation/Termination/Suspension of Service

a. Existing Equipment

- i. Verizon Wireless will make reasonable efforts to activate, terminate or suspend service on existing equipment and complete requested plan changes within 24 hours of notification. Some requests may take more than 24 hours.

In no event shall the failure to meet the above service goals subject Verizon Wireless to any penalties or damages of any kind.

The Business Support Center is staffed Monday through Friday 8:00 a.m. to 9:00 p.m. EST, and every member of our department strives to provide outstanding customer service. For technical assistance and after hour Support, subscribers can dial *611 from their mobile phone or 800-922-0204 for 24 hour support.

- ii. Process required by the ATC to activate, terminate or suspend service:

- i. The Verizon Wireless Account Manager will meet with the State of Michigan's authorized representatives for a thorough review of the activation process. Generally, all new activation requests are sent directly to the Verizon Wireless Account Manager for processing.
- ii. Once received, the order is entered into the system and sent to the Business Support Center (BSC). The BSC processes the order for fulfillment with an anticipated transaction completion of 2 - 5 business days.
- iii. Verizon Wireless will provide, upon request, reports to the State of Michigan that outline the usage patterns on government lines of service.
- iv. After such a report is created and reviewed, the State of Michigan may request suspension of specified lines of service.
- v. Verizon Wireless does not offer suspension based upon a defined number of minutes.

a. Activation of Service - New Equipment

Equipment orders can be completed and shipped within 2 to 5 business days, subject to availability. The equipment arrives preprogrammed and ready to activate (equipment arrives inactive in the event the shipment may be lost or stolen). Once the equipment is received the subscriber must dial *228 and follow the prompts to activate the phone. Urgent requests will be handled on a case-by-case basis by the State Verizon Wireless Account Manager.

b. Activation of Service for Emergency

In the event of an emergency (e.g. State emergency need during a disaster), Contractor must be able to activate equipment within 24 hours after request. Urgent requests will be handled on a case-by-case basis by the State Verizon Wireless Account Manager.

c. Contract Terms

- I. Contract shall be coterminous with master agreement with no early termination fee additionally customers may cancel at any time .
- II. Individual contracts for each subscriber are not necessary, and unacceptable. This provision does not apply to personal use.



d. Temporary Suspension & Reactivation

- i. The Contractor must suspend and reactivate lines within 24 hours of notification by the ATC.
- ii. During periods of suspension, the line must not incur any charges, and the wireless number must not change before, during, or after suspension.
- iii. The maximum period of suspension will be 6 months. Due to Verizon Wireless system limitations, the maximum period of suspension may be accomplished in two periods of 90 days each. Upon expiration of the initial 90-day suspension, the line shall be reactivated and may be placed on a \$0 access flat rate plan or re-suspended for a second and final suspension period of 90-days.
- iv. Describe the process for requesting temporary service suspension and subsequent service reactivation.
- v. Contractor shall not charge a fee for activating or deactivating a service

e. Outage Credit

For pricing options that include any fixed month fees, for each 24 hour outage period, the Contractor must pro-rate the bill for a full day of service for each impacted subscriber.

If, due to the fault of Verizon Wireless, a line is unable to receive incoming calls in the Verizon Wireless coverage area for more than 24 continuous hours, the State of Michigan may request a pro rata daily credit for the period without wireless service. Verizon Wireless can credit the State of Michigan's invoice up to the full amount of the subscriber's monthly access charge for the period in which service was unavailable. To receive either of these credits the subscriber must notify Verizon Wireless within ninety (90) days after the call was disconnected or wireless service was unavailable at 611 or *611, from the wireless phone and/or 1-800-922-0204.

13. Replacement Equipment

- a. The quality of all replacement equipment shall be equal or greater than the quality of the original equipment being replaced.
- b. All replacement parts shall be new unless otherwise agreed in writing.
- c. The State is able to get new equipment as needed every 10 months

Verizon Wireless offers a lost or stolen equipment replacement program to assist Users with replacing their phones due to theft or loss when they do not have handset replacement insurance and do not qualify for an upgrade. Subscribers may qualify for a 25% discount off full retail equipment pricing if they meet the following eligibility requirements:

- Phone must have been lost or stolen
- Subscriber must not be enrolled in any handset insurance program
- Subscriber cannot be eligible for an upgrade
- Subscriber must not have had a subsidized equipment change due to a lost or stolen handset in the past 12 months
- Account must be current with no past-due balance
- This program cannot be combined with a mail-in rebate



14. Lost/Stolen Equipment

In the event that a wireless device is lost or stolen, Verizon Wireless will not hold the subscriber liable for unauthorized calls made after the subscriber reports the loss or theft to Verizon Wireless. Verizon Wireless may also issue credits for calls made up to 48 hours prior to the equipment being reported lost or stolen. Upon notification, Verizon Wireless will suspend service and billing for the lesser of thirty (30) days or until the recovery or replacement of the device, after which service and billing will resume. Verizon Wireless may request reasonable documentation in support of a suspension request. The time of any suspension will not count toward satisfying the line term.

Verizon Wireless enterprise accounts customer service group will assist the subscriber with the purchase of a replacement cellular phone. The subscriber may qualify for equipment replacement under the lost/stolen equipment replacement program.

Verizon Wireless offers a lost or stolen equipment replacement program to assist Users with replacing their phones due to theft or loss when they do not have handset replacement insurance and do not qualify for an upgrade. Subscribers may qualify for a 25% discount off full retail equipment pricing if they meet the following eligibility requirements:

- Phone must have been lost or stolen
- Subscriber must not be enrolled in any handset insurance program
- Subscriber cannot be eligible for an upgrade
- Subscriber must not have had a subsidized equipment change due to a lost or stolen handset in the past 12 months
- Account must be current with no past-due balance

This program cannot be combined with a mail-in rebate.

Subscribers that do not meet all of the replacement eligibility requirements listed above may purchase the equipment at the full retail price or if eligible for a handset upgrade, at the current contract price, subject to certain restrictions and requirements.

15. Fraud Monitoring & Prevention

- a. Fraudulent calls will be the sole responsibility of the Contractor. The State will bear no responsibility for such calls, including, but not limited to, number theft by cloning, multiple calls at the same time, international calls on an unauthorized telephone, or calls to areas of known fraud. The Verizon Wireless policy is to avoid holding legitimate Users liable for fraudulent calls unless due to the Users' negligence. Therefore, when Verizon Wireless' proactive fraud detection systems determine that a subscriber's phone has been cloned Verizon Wireless attempts to immediately contact the subscriber. Once in contact with the subscriber, Verizon Wireless' fraud analysts explain the situation to the subscriber and determine the appropriate course of action. There are two methods that can be implemented when cloning is detected:
 - If the equipment is not authenticatable users may qualify for an equipment upgrade to an authenticatable phone at a promotional price, if available.
 - Mobile telephone number change.The last option can be quickly facilitated while the User is on the phone.
- b. Contractor agrees to proactively monitor calling volume and patterns. Verizon Wireless uses internal fraud prevention systems that are transparent to our Users, such as fraud detection software that flags unusual calling activity. If users suspect that the State mobile telephone number (MTN) and Mobile Equipment Identifier (MEID) have been illegally duplicated, contact the State Verizon Wireless Account Manager.
- c. Contractor shall immediately report unusual calling volumes and patterns to the ATC, such as usage or cost doubling from the previous month, or months with zero usage, etc.
- d. If fraud is detected outside of normal business hours, Contractor will notify the designated MDIT personnel. If a Verizon Wireless customer suspects that fraud is occurring in areas outside Verizon Wireless' network, we attempt to verify usage with the customer. If the customer does not respond



to our attempts to reach them, then the line could be suspended.

- e. Should the ATC declare such activity as fraudulent, Contractor shall immediately deactivate the service upon request.
- f. There are some markets where users are blocked from making calls. Users that experience these issues may contact 611 and are routed to the appropriate customer service team. From there, they will be notified that the area they are trying to place calls in is a restricted calling area. We refer to these blocked areas as brownout markets.

16. Existing Hardware Compatibility/Replacement Requirements

- a. At the State's discretion, the Contractor and/or subscriber shall be allowed to use existing equipment under the new contract where feasible.

Existing Verizon Wireless subscribers can utilize services offered through Verizon Wireless. However, select calling plans may require digital service and devices capable of receiving such service. Almost all phones sold by Verizon Wireless over the past four (4) years are capable of utilizing digital service. Advanced service features such as high-speed BroadbandAccess will require BroadbandAccess capable devices.

Cellular phones owned by the State of Michigan can be retained provided:

- i) the user equipment is compatible with Verizon Wireless' network and calling plan chosen, and
- ii) can be reprogrammed to the Verizon Wireless service.

Subscribers that do not have compatible equipment must obtain new equipment. A CDMA tri-mode digital phone replacement is Verizon Wireless' recommended choice.

- b. Where not feasible, equivalent free phones (one flip style or one stick, depending on user's current model) must be made available to the end users if their phone must be replaced. If a new phone is required, a compatible AC wall charger must be included.

Also, Verizon Wireless offers a 25% discount on accessories.

- c. Contractor should specify current phone models including all other devices and accessories, at significant discounts off retail price. Discounts are detailed in the Verizon Wireless Pricing and Equipment section, Attachment C and D.

17. Returned Goods Policy

- a. Materials and supplies deemed unacceptable by the State may be rejected by the State.
- b. Over-deliveries will be accepted only at the State's discretion.
- c. Returned Goods Policy shall include full credit if such items are returned within thirty (30) days following date of receipt.
 - i. If items were ordered in error, the State shall pay return freight charges.
 - ii. If Contractor is responsible for mis-shipped goods, Contractor shall incur return freight charges.
- d. All returned materials and supplies must be authorized by a Contractor representative and must cite a Return Goods Authorization number.
- e. Restocking charges will not apply if materials or supplies are returned within the Returned Goods Policy time frame and in saleable condition.
- f. Contractor shall be responsible for the disposition on all defective, damaged or over-shipped merchandise.
 - i. Return Goods Authorization shall be provided by Contractor within seven (7) calendar days of verbal notification.
 - ii. If return authorization is not received within fourteen (14) days, the merchandise may be shipped back to Contractor for full credit, freight collect.
- g. Contractor shall not ship to the State any material or supply which has been returned to Contractor either by the State or other customers due to quality or defective issues.
 - i. Contractors are required to notify manufacturer of issues and return product to the manufacturer



or dispose of product for no further use.

Verizon Wireless will accept returns or make exchanges on all cellular merchandise purchased from us provided the equipment is returned within 30 days of purchase. If service is also terminated within 30 days, the customer may be responsible for the cost of some airtime and features used prior to the termination date. The cost of the handset will be refunded contingent upon the phone being in working like-new condition. To return a product the State of Michigan's subscriber should include the following:

- Contact the Customer Care team to advise of the return.
- Repackage the product in the original box it came in.
- Adhere the provided return label to the package.
- Provide an original sales receipt.
- Call the shipping company and make suitable arrangements to have the package picked up at no additional charge.

18. Warranties

- a. Contractor represents and warrants that it has the right to provide the Services and the cellular equipment to be provided under the Contract.
- b. Contractor represents and warrants that all services and cellular equipment provided by Contractor shall meet or exceed the minimum specifications set forth in this Contract.
- c. Contractor represents and warrants that the State shall acquire good and clear title to the cellular equipment purchased hereunder, free and clear of all liens and encumbrances.
- d. Contractor represents and warrants that each cellular product delivered shall be delivered new and not as a "used, substituted, rebuilt, refurbished or reinstalled" Product.
- e. Contractor represents and warrants that it has and will obtain and pass through to the State any and all warranties obtained or available from the manufacturer/licensor of the cellular product.
- f. Contractor represents and warrants that all cellular products provided pursuant to the Contract shall, for a period of one (1) year, be free from defects in material, manufacture, design and workmanship. Contractor's obligation pursuant to this warranty shall include, but is not limited to, the repair or replacement of the product at no cost to the State. If an item must be returned to the manufacturer for warranty service or replacement during the warranty period, the Contractor shall be responsible for payment of all shipping charges and supplying the Customer with a substitute item of equipment during the time that repairs are being made.

Verizon Wireless will reasonably assist the State of Michigan with obtaining repair or replacement of equipment under warranty. As part of the wireless handset equipment package, the State of Michigan will receive the manufacturer's consumer warranty, typically one (1) year in length upon acceptance of the equipment. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Other solutions may be available based on region. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to obtain new equipment.

- g. Warranties shall comply with the highest warranties and representations expressed by Contractor(s) in any written advertisement, correspondence, or other documents provided to Contractor's other customers.

Verizon Wireless is not the manufacturer of the equipment, but will pass on any warranty from the manufacturer to the State of Michigan.

Verizon Wireless does offer an Extended Warranty Program. Under the Extended Warranty Program, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only. Verizon Wireless will exchange defective equipment (after the 12th month) with a new or refurbished Unit. The Extended Warranty is available for purchase within 15



days of activation or equipment upgrade.

- h. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense.
- i. Such warranties shall be effective notwithstanding prior inspection and / or final acceptance of said goods and / or services by the State.
- j. Replacement for Equipment Covered Under Warranty - Contractor will provide replacements for equipment that is covered under warranty.
- k. Replacement Parts for Repair - Only new standard parts or parts equal in performance to new parts will be used in effecting repairs.
 - i. Parts that have been replaced will become the property of the Contractor.
 - ii. Replacement parts installed will become the property of the State.

Defective Equipment: Malfunctioning or defective handsets may be exchanged for a new handset within 30 days from the purchase date.

After the initial 30-day period, Verizon Wireless will assist the subscriber with the manufacturer's warranty process. However, if the equipment is defective after the initial 30-day return period, but before expiration of the manufacturer's one-year warranty, the subscriber may, in Verizon Wireless' sole discretion, receive a refurbished Field Replacement Unit (FRU) in exchange for the defective unit at no charge. Verizon Wireless will provide FRU Exchanges for out-of-warranty equipment experiencing a manufacturer's defect. The exchange may be made through either an in-store over-the-counter exchange or through direct fulfillment.

Devices subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program. While the FRU Program does not cover lost or stolen equipment, subscribers may purchase optional insurance from a third-party insurer.

Extended Warranty

Under the Extended Warranty Program, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only. Verizon Wireless will exchange defective equipment (after 12th month) with a new Unit. The Extended Warranty is available for purchase within 15 days of activation or equipment upgrade. The monthly fee for this program can be found in the pricing section, Attachment C.

19. Product Recall Procedures

Contractor shall have the following to address product recalls:

- a. Contractor has a reliable and tested sales notification process that can quickly identify each customer that has received recalled products
- b. Contractor shall make reasonable efforts to notify the State's Designated Program Manager about the recall within 10 business days of official notification by the Manufacturer of a product recall. Notice shall be provided in a format to be approved by the State.
- c. At the same time, the Contractor shall provide the State's Designated Program Manager with the planned process for notifying subscribers at the State.
- d. Contractor will send out notifications to the subscribers who have recalled equipment within 30 calendar days of official notification by the manufacturer of product recall.
- e. If necessary to be returned to the manufacturer, recalled products will be returned to the manufacturer at no expense to the State.
- f. Contractor shall supply comparable replacement equipment at no cost to coincide with the pick-up of recalled items.

Verizon Wireless will reasonably assist the State of Michigan with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the State of Michigan will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period,



warranty-covered costs for defect or failure will be covered by the manufacturer. Other solutions may be available based on region. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

20. Ordering

Ordering is defined as new orders, as well as changes to existing accounts.

a. Order Process

As part of the account set-up plan, the Verizon Wireless Account Manager will meet with the State of Michigan's authorized representatives for a thorough review of the activation process. Generally, all new activation requests are sent directly to the Verizon Wireless Account Manager for processing. Once received, the order is entered into the system and sent to the Business Support Center (BSC). The BSC processes the order for fulfillment with an anticipated transaction completion of 2 - 5 business days.

To obtain service and equipment, the State of Michigan ATC's must submit a Cellular Activation Request (CAR) form. CAR form orders can be received via fax, phone or Internet (E-mail User must submit request per the terms include in the contract. A specific IP address must be provided to Verizon Wireless.) Verizon Wireless also offers an online procurement option using a customized Extranet site for select customers. Verizon Wireless will work with the State of Michigan to help facilitate a secure Extranet ordering web site.

b. Facsimile Ordering System

To obtain service and equipment, the State of Michigan ATC's must submit a Cellular Activation Request (CAR) form. CAR form orders can be received via fax.

c. Standard State Ordering Process

The Contractor shall only accept orders for equipment and services initiated as follows:

1. Issue a State of Michigan Purchase Order
2. Purchase with a State of Michigan P-Card
3. Order through the State of Michigan DMB Web Portal - DMB Purchasing

d. Emergency Ordering Process

For emergency orders, Contractor shall accept walk-in and telephone orders in addition to the ordering methods detailed above.

Verizon Wireless will handle the State of Michigan's expedited and emergency adds and changes of service and equipment as follows:

- Phones will be received by the State of Michigan preprogrammed and ready to activate (equipment arrives inactive in the event the shipment may be lost or stolen).
- Once the equipment is received the subscriber must dial *228 and follow the prompts to activate the phone.

Rush Orders:

- In the event an emergency situation arises, the enterprise account customer service specialist can normally coordinate a rush order, via overnight express delivery, subject to equipment availability.
- The State of Michigan would need to notify the enterprise account customer service team of the urgent request by 2:00 p.m. EST.

Same day delivery

- "Emergency" order fulfillment by visiting a local Verizon Wireless Communications Store after first contacting either the Verizon Wireless Account Manager or dedicated enterprise account customer service team.
- The State of Michigan may purchase and have on hand units as extra equipment. When equipment is shipped, it is pre-programmed with the mobile telephone number, but as a safeguard, not fully activated until received by subscriber.

**Changes:**

- Day-to-day account management activities that require changes in subscriber account information such as status, services, pricing options, equipment, etc., will be processed by submitting a completed Request Form to the State dedicated enterprise account customer service team.

e. Authorization Guidelines and Liability for Non-Authorized Purchases

Contractor shall deliver wireless equipment and services to procuring agencies in accordance with the terms of this Contract. Accordingly, the Contractor shall provide equipment or services only upon the issuance and acceptance by Contractor of a valid order by SOM Agency Telecommunications Coordinators.

f. Walk-in Ordering System

See 18d above, (same day delivery).

g. Order Number Contractor shall not issue duplicate order numbers among ordering ATCs.**h. Order Acknowledgement**

- i. Contractor must provide an ATC with an order receipt acknowledgment within one (1) business day after receipt of an order.
- ii. The order receipt acknowledgement must include the following:
 1. Equipment and/or service plan purchased
 2. Contractor order number
 3. Agency order number (Purchase order number)
 4. Subscriber name
 5. Bill-to address
 6. Ship-to address
 7. Ordering department
 8. Account information
 9. Additional information required by the State

If the State of Michigan uses the Verizon Wireless Online Business-to-Business Storefront (Extranet) to place orders online, upon receipt of an authorized order, Verizon Wireless will provide to each user at "check out" an order confirmation number, Ship To address, Bill To address, description of equipment type order and quantity, and total cost for products and service(s). In addition, within twenty-four (24) hours, each user will receive via email a confirmation of receipt of the order submitted to Verizon Wireless for processing.

Further, the Verizon Wireless Order Tracking System (OTS) tracks all order and service requests for equipment, activation and maintenance that are received at enterprise account customer service centers. The OTS stores customer information and order data and also provides a source for order status information.

OTS functions include, but are not limited to items noted above:

- New orders
- Change requests
- Activations
- Disconnects
- Maintenance
- Backorder follow-ups
- Government account profiles

i. Out-of-Stock Notification

- i. Should a model no longer be available, Verizon Wireless will notify and work with the State of Michigan



- to find a similar or like-model handset.
- ii. Under no circumstance is the Contractor permitted to make unauthorized substitutions.

- j. **Shipment Confirmation** Contractor must provide a shipment confirmation to the ATC the day of order shipment. The shipment confirmation must contain the following information:
- i. Phone number for new lines
 - ii. Electronic serial number (ESN)
 - iii. Date shipped
 - iv. Tracking number
 - v. Account number
 - vi. Subscriber name
 - vii. Additional information mutually agreed upon by the State and the Contractor

If the State uses the Verizon Wireless Online Business-to-Business Storefront (Extranet) to place orders online, upon receipt of an authorized order, Verizon Wireless will provide at "check out" but not limited to:

- Order confirmation number,
- Ship To address,
- Bill To address,
- Description of equipment type ordered
- Order quantity,
- Total cost for products
- Total cost for service(s)

In addition, within twenty-four (24) hours, each user will receive via email a confirmation of receipt of the order submitted to Verizon Wireless for processing.

- k. **Unfilled Orders**
- i. Unfilled orders and partial shipments shall be so indicated on the packing list.
 - ii. Contractor will automatically inform the ATC of the availability date of unfilled and partial shipment orders within three (3) business days of order request.

The following information typically will be listed on a shipping label (subject to change as Verizon Wireless must adhere to its selected transportation carrier's shipping procedures):

- mailing address,
- return address,
- tracking number,
- reference number (internal Verizon Wireless system codes, such as location code/order number), ship method,
- delivery date, and
- URSA code.

For reasons which include security purposes, shipping labels may not include listing of products and/or other identifiers such as the State of Michigan's purchase order number, or number of boxes in the shipment and box number.

Contractor cannot commit to providing advance notice of changes to major components of equipment, providing advance notice of discontinued equipment, or when equipment will be available again.

21. Request to Add (RTA) Process

The State shall have the option to request additional products to be added to the Contract and/or associated Product Web Catalog or make exceptions to existing standards. Agreed upon modifications in product, service, and/or prices will be incorporated into the Contract through a properly executed amendment (Contract Change Notice), issued by the DMB Purchasing Operations Buyer or DMB Contract



Administrator.

22. Online Accounts

- a. The Contractor shall provide secure online access for ATCs to manage accounts and order services. Only ATCs shall be allowed online access to accounts and ordering.
- b. The Contractor may provide additional online capabilities. Describe any additional online capabilities that will be provided in conjunction with the above requirements, such as higher security, fraud notification, usage reports/analysis, etc.
- c. Accounts Change/Termination Acknowledgement - Contractor must provide the appropriate ATC with an account change or termination acknowledgement within 24 hours of a change or termination request.

Rate plan changes or other subscriber billing changes are typically effective in one to two billing cycles following the change. Verizon Wireless will make reasonable efforts to activate, terminate or suspend service on existing equipment and complete requested plan changes within 24 hours of notification. Some requests may take more than 24 hours.

23. Product Web Catalog Requirements

- a. The State will provide hot links to Contractor's Product Web Catalog via the State's DMB Purchasing Portal.
- b. The web-based catalog will describe all of the products, support and training available.
- c. The catalog will be the source of documentation for all business processes and practices associated with the Contract(s) as well as contractual requirements, where applicable, and appropriate service levels, return policy, etc.
- d. The web-based catalog will provide the following information:
 - i. Access to the current pricing schedule for equipment and services to include (1) the pricing plans with the State's discounts (2) list of Basic Equipment (3) list of additional equipment with related price and the State's discounts.
 - ii. Updated local, national and international coverage maps.
 - iii. A "how to order" page to be developed with the State's Designated Program Manager and the appropriate subscriber representatives (e.g., ATCs) upon contract award.
 - iv. Detailed equipment and accessory descriptions; pictures when possible.
 - v. Any other specific information included within each of these categories as mutually agreed upon by the Contractor and the Program Manager at the quarterly Joint Operations meeting.
- e. The category-specific sections of the Catalog must be updated within five business days specific to product and price information, with price information updated more frequently whenever possible.
- f. Approval of all product updates to the catalog is the responsibility of the MDIT Program Manager and will be handled in the following manner:
 - i. Any price decrease changes to products currently in the Product Web Catalog will be updated immediately and with prior approval by the MDIT Program Manager.
 - ii. Any price increase to the Product Web Catalog must be reviewed and approved by the Program Manager and the DMB Contract Administrator.
 - iii. Any new products released by a manufacturer which are obsolete and replace a product currently in the Product Web Catalog, will be updated immediately, at no increase in price, and without prior approval by the Program Manager. The obsolete product will also be removed from the catalog immediately and without prior approval by the MDIT Program Manager. Notice must be provided to the State of any such changes.

Verizon Wireless equipment availability and pricing is subject to change. Verizon Wireless will offer replacement equipment as new models are released. However, Verizon Wireless cannot guarantee the price will be the same. In the event equipment provided at no charge, is discontinued or is replaced, a comparable alternative equipment will be provided for the obsolete equipment at no charge

- iv. Upon notification to the MDIT Program Manager, any products made end of life by a



manufacturer and without replacement product will be removed from the catalog by the Contractor without prior approval.

- v. Any new product(s) to be added to the Product Web Catalog that is not a direct replacement of a product currently in the catalog must follow the Request to Add procedure of Section 18, above.
- vi. At a minimum, the Contractor will provide the following information to the MDIT Program Manager:
 1. Manufacturer Name
 2. Product Name and Description
 3. Contractor Part Number
 4. Manufacturer Part Number
 5. Manufacturer Retail Price
 6. Discount
- g. If the product(s) is approved for the Contract(s), the State's Program Manager will notify the Contractor that the product(s) must be added to the Contract(s) and published in the catalog.
- h. Any approved changes, revisions, and/or additions to the Product Web Catalog, which are completed in a given month will be reported monthly by the Contractor to the Program Manager. Report format and data will be mutually agreed upon and be reviewed periodically as a part of the regularly scheduled quarterly Joint Operations meetings.

Verizon Wireless' current online offerings include Verizon Wireless' online reporting tool and an Online Business to Business (B2B) Storefront.

The Online B2B Storefront is offered to government customers and resides on a Verizon Wireless owned or controlled server. It can facilitate third party e-commerce solutions through Ariba and Hubspan.

Verizon Wireless' online catalogs are generated via a database that is associated with each Verizon Wireless market. The database is a combination of marketing/advertising database, data entry, and catalog publisher. In addition, the Online B2B Storefront is designed to be User specific. Verizon Wireless will customize this Online B2B Storefront to include all discounted calling plans, equipment, accessories, and optional calling features available to the State of Michigan.

24. Delivery

- a. **Delivery Cost** All prices provided shall be F.O.B. destination; freight prepaid by the Contractor, to the receiving point designated upon order. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the Contractor's warranty obligations.
- b. **Emergency Deliveries**
See Section 18, d, Ordering.
- c. **Delivery Location**
Deliveries shall be made to the location specified on the order, which in most cases will be a location within the State of Michigan.

Equipment will be shipped F.O.B. Destination via standard transportation to the shipping address specified on the order.
- d. **Shipped Equipment**
All shipped orders shall include a packing slip with the following:
 - i. ATC's name, section or unit name, location (street address, building, floor, and room number)
 - ii. Designated contact/name of ordering person (if different than ATC)
 - iii. Billing address
 - iv. Ship-to address



- v. Contractor Order number
 - vi. Agency order number (purchase order #)
 - vii. Description of items
 - viii. Additional information required by the State
 - ix. Packages containing multiple products shall be clearly labeled as such.
- Verizon Wireless must adhere to its selected transportation carrier's shipping procedures. Refer to 20.k above for details. For reasons which include security purposes, those procedures may not include listing of products and/or other identifiers such as State of Michigan's purchase order number, or number of boxes in the shipment and box number.

e. Activation for New Subscribers

When equipment is shipped, it is pre-programmed with the mobile telephone number, but, as a safeguard, is not fully activated until received by the subscriber.

f. Damaged and Defective Items

- i. Contractor shall provide credit and/or replacement for freight-damaged or defective items and replace the items within 48 hours after notification by the ATC.
- ii. Contractor will be responsible for the credit and/or replacement of any freight-damaged or defective products at time of delivery.
- iii. Contractor cannot require the ATC to deal directly with the manufacturer.
- iv. Contractor shall provide the ATC with a prepaid and self-addressed container suitable for the return of the item.

g. Items Shipped in Error

The State Verizon Wireless Account Manager will notify the State of Michigan if there is an error in shipment. Verizon Wireless will accept returns or make exchanges on all cellular merchandise purchased from us provided the equipment is returned within 30 days of purchase. A prepaid shipping/return label will be included in each order that is shipped to the State of Michigan's subscribers.

h. Restocking Policy

- i. Contractor shall not impose a restocking fee on the State if an item is returned due to damage, incorrect product shipped, or an order entry error by the Contractor's customer service representative.
- ii. Contractor will not impose a restocking fee on authorized purchaser for inventory that is returned, but exchanged for other inventory.

i. Delivery Time Minimum Requirements

The Contractor must complete delivery of in-stock products within a maximum of three (3) business days after order acknowledgement.

Equipment is delivered via express carrier. The State Verizon Wireless Account Manager will handle urgent requests on a case-by-case basis.

Standard 2-day shipping is provided at no charge; however, special shipping instructions, such as priority overnight mail or next day shipping may incur a charge.

j. On-Time Delivery

Contractor will complete delivery of in-stock products within a maximum of three (3) business days after order acknowledgement.

Upon request, the Verizon Wireless Account Manager can facilitate regularly scheduled evaluations with the Business Support Center (BSC) team and the State of Michigan's authorized contact to determine where Verizon Wireless is exceeding, meeting or falling below the State of Michigan's



expectations.

The following areas are surveyed on a quarterly basis:

- Order processing,
- Timely conversion of existing mobile telephone numbers,
- Accuracy of reports,
- Resolution of billing issues, and
- Equipment.

The information below describes the targeted timeframes for the Verizon Wireless BSC customer service processes, provided that requests are received Monday through Friday:

- Account maintenance requests: two (2) business days
- Equipment and activation requests: two (2) business days
- The Verizon Wireless BSC team evaluates technical problems and interfaces with the Verizon Wireless Technical Support department on behalf of end-users to expedite problem resolution. The BSC will prioritize and manage all service-related issues and work with the State of Michigan's end-users to resolve issues in a timely manner.

25. State's Designated Program Manager Reporting

a. Format of State's Designated Program Manager Reports

- i. The reports provided to the State's Designated Program Manager shall reflect State, and separately local and city, usage and purchases under the contract for the respective month.

The Verizon Wireless Account Manager and/or Sales Support team coordinator can plan to meet with the State of Michigan at a mutually acceptable time and location to review reports required by the State of Michigan.

Verizon Wireless' online reporting tool allows the State of Michigan to transmit, via e-mail, individual bills or a batch of individual memo bills to predetermined recipient e-mail addresses. This can be accomplished by selecting the user names, mobile numbers, account numbers, cost centers, hierarchy nodes, or the State-wide option from the filter screen. Information may be downloaded to Word, Excel, CSV or Tab as needed.

- ii. All reports shall be provided in electronic format compatible with Microsoft Excel 2000 and Access 2000.

b. State's Designated Report Filter

- i. To protect subscriber confidentiality (i.e. employee personal phones purchased using the State contract), Contractor shall exclude subscriber names, numbers, and certain call details (e.g., number called) when requested and as specified by the State's Designated Program Manager for reports.
- ii. Contractor agrees to replace subscriber names and phone numbers with a single unique key identifier and will provide a mapping of the unique key identifier to the subscriber names and phone numbers to the ATC upon request.
- iii. A unique subscriber number will be incorporated in place of the subscriber name and number on any reports provided to the State's Designated Contract Administrator.

c. Overall Service Report

- i. Contractor must provide a monthly overall statewide service report at the subscriber account level.
- ii. Summary reports will be provided at the agency and state level.
- iii. Reports will be submitted to the State's Designated Program Manager every month by the 15th day following the end of the month.



Verizon Wireless' Online Reporting Tool

Verizon Wireless offers an online reporting tool to assist the State of Michigan in managing its cellular usage, evaluating trends and creating reports. Verizon Wireless' online reporting tool is designed to meet all cost accounting and reporting needs in an easy-to-use, accessible format. Verizon Wireless' online reporting tool performs many functions, including the following:

- Receive on-line reporting in a consolidated manner or broken out by account number.
- View individual phone information, such as airtime usage and call detail.
- Modify mobile number information to allow for specific, customized analysis.

Verizon Wireless' online reporting tool provides the user with secure Internet access and a simple main menu to direct the user to their specific reporting needs, however Verizon Wireless will provide upon request the requested reports as required and assist the customer where asked as noted under the reporting requirements.

Modifying Mobile Number Information	Analyzing Billing Data
Reporting	Viewing Memo Bill
Distributing Memo Bill	

Verizon Wireless' online reporting tool is designed to provide timely, accurate usage and charge information that will permit management of wireless business communications usage specific to designated requirements.

The Verizon Wireless billing along with its reporting tool reporting system offers much flexibility and can be tailored to meet the State of Michigan's needs, however, Verizon Wireless will work with the State of Michigan to provide reports upon reasonable request as required and assist the State where asked as noted under the reporting requirements.

d. Overall Equipment Sales Report

- i. Contractor must provide monthly statewide and agency level summaries of wireless equipment (including handsets, handheld devices, accessories, etc.) purchase orders.
- ii. Reports will be submitted to the State's Designated Program Manager or the appropriate ATC, every month by the 15th day following the end of the month.
- iii. These reports shall be provided at no cost.

The Verizon Wireless' online reporting tool allows the state to format reports by field, including low minute usage to high minute usage, by cost center, by name, or by billing amounts, however, Verizon Wireless will work with the State of Michigan to provide reports upon reasonable request as required and assist the State where asked as noted under the reporting requirements.

26. Agency Reporting Requirements

a. Format of Agency Reports

The Contractor shall submit the following management reports to the State's Designated Program Manager and to each ATC as requested. The reports shall reflect the Agency's usage under the contract for the respective month. All reports shall be provided in electronic format available by email, CD, DVD, ftp, etc., and compatible with Microsoft Excel 2000 and Access 2000, with hardcopies available upon request at no extra charge.

- i. **Wireless Services Optimization Reports** - Contractor must provide a quarterly optimization report for each wireless service subscriber.
 1. The goal of these optimization reports is to ensure that each subscriber uses the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a higher plan, or subscribers consistently under-utilizing a plan, and therefore should move to a lower plan.



2. When determining the optimal plan for a subscriber, Contractor must analyze the effective cost of all plans bid (including custom plans) and exclude any months of suspended service from the analysis.
 3. A 'Zero Usage' report will be provided showing any subscribers who have 4 or more months of non-use.
 4. The optimization report will be submitted in electronic and/or hardcopy formats on a quarterly basis, by the 15th day of the first month of the new quarter.
 5. Contractor may be required to submit this report to the State's Designated Program Manager and the ATCs at anytime upon request.
- ii. **Voice and Combined Voice/PTT/Push-To-Talk Service Usage Report**
Contractor must provide voice and combined voice/PTT-related usage reports upon request.
1. Describe any additional reporting elements related to usage for voice and combined voice/PTT service that are available.



iii. **Data Service Usage Report**

Contractor must provide data-related usage reports upon request.

1. Describe any additional reporting elements related to usage for data service that are available. The reports should include usage volumes, costs, plans and indications of non-use.

iv. **Pager Service Usage Report**

Contractor must provide pager-related usage reports upon request.

1. Describe any additional reporting elements related to usage for pager service that are available. The reports should include page volumes, costs, plans and indications of non-use.
2. The contractor will provide quarterly reports of pagers that have had no usage for the prior 4 months. The report will be listed by agency.

v. **Individual Subscriber Usage Reports**

The Contractor will provide a courtesy copy (electronic or paper format, as specified by the ATC) of each subscriber's usage on a monthly basis to the subscriber or the ATC, upon request.

1. Subscribers' usage reports must include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage, including: (1) call date, call number, call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

vi. **Additional Management Reports**

The Contractor shall describe additional management reports available, as well as furnish copies or samples of current management reports.

1. Contractor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.
2. Contractor's response and samples shall become the benchmark for this requirement.

See 23.c.iii. above for further details.

27. Privacy

- a. Contractor must safeguard subscriber names and information and agrees not to share or sell this information to others, especially for the purposes of marketing, without explicit consent from the State.
- b. The Contractor will list all numbers on the "National Do Not Call Registry".

**28. New Contract Transition
Transition Support**

The State may transition large quantities of subscribers to the newly awarded Contracts. Each Contractor will provide support to State Agencies, to facilitate moving subscribers onto the new contracts, including service plans and equipment changes as needed.

The Verizon Wireless account team will work with the State of Michigan to develop a plan to convert existing Verizon Wireless services, as well as converting subscribers the State of Michigan may have with other carriers to the Verizon Wireless calling plans. Verizon Wireless will coordinate closely with the State of Michigan to see to it that implementation and migration to Verizon Wireless service is a smooth process. Migration will include activations, equipment provisioning, training, the establishment of a process flow for controls and procedures for purchases, billing format, reporting options, and notification to both organizations in performance of the contract.

The following outlines the Verizon Wireless implementation and roll-out strategy for cellular service activations:

- The Verizon Wireless Account Manager will work with the State of Michigan to provide a timeline for the project, which will define the parties responsible for each task.



- Verizon Wireless will assist in announcing the cellular program to the State of Michigan's government subscribers.
- Throughout the implementation, the Verizon Wireless Account Manager will work with the State of Michigan to customize procedures and processes to meet activation, equipment fulfillment and ongoing support requirements.

Verizon Wireless will not charge any activation or re-programming fees for migration of government subscribers; however, Verizon Wireless will not buy out any of the State of Michigan's existing contracts with other carriers. The State of Michigan may wish to wait until current contracts expire before converting to avoid any penalties that may be associated with the termination of services prior to contract expiration.

In the event existing equipment is not compatible with the Verizon Wireless network, the State of Michigan's subscribers will be required to purchase or otherwise obtain compatible equipment. Effective June 5, 2005, only E911-GPS -compliant equipment will be permitted to be activated on the Verizon Wireless network.

Verizon Wireless will work with the State of Michigan's representatives to provide a detailed comprehensive plan for the orientation of the State of Michigan's staff. The Verizon Wireless Account Manager will provide these consultative support services at no additional charge to the State of Michigan.

Upon mutual agreement, the Verizon Wireless Account Manager will assist the State of Michigan, as follows:

- Provide detailed information regarding current subscriber base,
- Familiarize personnel with the activation process,
- Provide information regarding the methods and procedures for the activation process,
- Schedule implementation meetings in conjunction with the State of Michigan, and
- Provide information regarding the State's newly-activated equipment to be shipped with a welcome kit instructing the subscriber of the basic features related to the service.

On occasion, a Verizon Wireless account team member will be assigned to the State of Michigan's location for additional support. If equipment is delivered by a Verizon Wireless representative, the account team member will review the basic features of the phone, as well as any service features the State of Michigan may be receiving. If equipment is shipped directly to the State of Michigan, the subscriber has the ability to contact his or her Verizon Wireless account team member in order to receive additional information on any features or services.

During implementation, group meetings at the State of Michigan's locations can also be arranged in order to meet the orientation needs of multiple subscribers at one time. These group meetings can be scheduled through the Verizon Wireless account team member.

Because the provision of wireless communication services is potentially impacted by many external factors outside the reasonable control of a wireless carrier, Verizon Wireless does not provide service level agreements with associated penalties such as performance credits, or damages of any kind, for non-performance.

a. Number Portability Process

When number portability is requested, the receiving carrier shall assign and provide a work order number to the new User to enable the User to check on port request status. Refer to 1.1.C.3.h.i. for details

b. Transition Support for Existing Subscribers

Contractor shall convert all existing State subscribers to the new contract terms, unless otherwise specified by the ATC.



c. Transition Costs for Existing Subscribers

The Contractor shall make available new contract pricing without imposing any fees (e.g., change fees) for existing subscribers that transition. New rates will be applied immediately and reflected in the first billing cycle and retroactive adjustments will appear for those subscribers previously on Verizon plans.

29. Training

a. Training Plan

The Contractor shall provide training to facilitate the rapid and smooth transition of the State's subscribers to the new contract upon request.

- i. Contractor shall provide a training plan describing the nature and schedule of such training and the timing of the training sessions.
- ii. The training plan shall identify the Contractor's resources that will be used for the training effort.
- iii. The training plan shall be mutually agreed to and have the approval of the State's Program Manager prior to commencement of that training.

b. Training Materials

At least one (1) copy of all training materials to be used by Contractor's trainers must be delivered to the State at the time of the training session. These training materials must be able to be copied without copy write infringement or incurring fees, and will be used by the State in any internal training deemed necessary.

30. Additional Support and Services

Customers utilizing the Verizon Wireless Online B2B Storefront gain cost savings through efficiencies inherent in this automated ordering service. Upon contract award and mutual agreement, Verizon Wireless discounts on access and usage charges shall be maintained during the term of the agreement.

See Verizon Wireless' Pricing and Equipment Section, Attachment C for pricing of additional services/products and discounts.

1.2 Roles and Responsibilities

1.201 CONTRACTOR STAFF, ROLES, AND RESPONSIBILITIES

See Key Personnel, Attachment B.

The Organization Chart includes the Verizon assigned Contract Administrator; duties include at the minimum the following items:

- i) Supporting the management of the Contract,
- ii) Facilitating dispute resolution, and
- iii) Advising users of performance under the terms and conditions of the Contract.

The State reserves the right to require a change in the current Contract Administrator if the assigned Contract Administrator is not, in the opinion of the State, adequately serving the needs of the State. Contractor has designated, a primary and secondary customer service representative (CSR), also identified as Key Personnel, (not the standard customer service support offered to the public) for the State's Designated Program Manager and each Agency/Department.

State's Designated Program Manager may request a substitute CSR if the person assigned is unsatisfactory, as determined by the State.

This representative must be present at all regularly scheduled quarterly Joint Operations Meeting meetings related to the Contract to be awarded from this RFP, and will be responsible for the following:

- i. Coordinating all orders for awarded services and hardware



- ii. Coordinating all invoicing/summary billing inquiries
- iii. Coordinating responses to all concerns related to service or hardware
- iv. Activating and terminating services
- v. Making changes to accounts
- vi. Assisting in problem resolution

Verizon Wireless recognizes that providing and maintaining customer support availability is important to the State of Michigan, and will provide appropriate back-up personnel (i.e. coverage for vacations, etc.), to whom the State of Michigan's designated personnel contacts may address questions or raise issues with respect to account support.

All service representatives will have on-line access to information to provide immediate response to inquiries concerning the status of orders and requests for maintenance services.

Representatives will be available by phone, fax, or email. The Verizon Wireless Business Support Center (BSC) supports all activation, equipment fulfillment and accessory orders for the Verizon Wireless Direct Sales Channel.

The Verizon Wireless Midwest Area Business Support Center for the State of Michigan is located, as follows:

Dublin Call Center
 800 Number: (866) 837-0022
 Fax Number: (614) 560-2511
 E-mail address: Dublinbscoffline@GL.Verizonwireless.com

Contractor has identified a Project Manager (See Attachment B), to work closely with the designated personnel from the State to insure a smooth transition to the services. The Project Manager will coordinate all of the activities of the Contractor personnel assigned to the project and create all reports required by State. Contractor's project manager responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Manage Contractor's subcontractors, if any
- Develop the transition/implementation plan and schedule, and update as needed
- Serve as the point person for all transition/implementation issues
- Assess and report on services
- Escalate issues, risks, and other concerns
- Proactively propose/suggest options and alternatives for consideration
- Monitoring billing for accuracy

Contractor has also identified the following staff assigned to this contract:

- Network Engineer – to provide Level 2 technical support to the State for design issues and resolution of problems such as extended downtime, blockage or data transmission issues.
- Service Manager – to act as the primary escalation point for service and maintenance issues; provide notice and information on network service issues that may affect services; manage and provide reports on service levels, and document service and maintenance provided.

Contractor has provided an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the firm. This chart also shows lines of authority to the next senior level of management and indicates who within the firm has prime responsibility and final authority for the services. See Attachment B

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

1.202 STATE STAFF, ROLES, AND RESPONSIBILITIES



The Michigan Dept. of Information Technology, Telecommunications Division is responsible for the administration of the services within the contract. MDIT shall provide a Program Manager. The MDIT Program Manager will serve as a contact for all issues pertaining to the execution of services under the contract. As of the effective date for contract commencement the MDIT Program Manager shall be:

Steve McMahon
Michigan Dept. of Information Technology – Telecommunications
608 W. Allegan
Lansing, MI 48913
Phone: 517-373-6353
E-mail: mcmahons@michigan.gov

The State's Program Manager will provide the following services:

- Provide State facilities, as needed
- Coordinate the State resources necessary for the project
- Facilitate coordination between various external contractors
- Facilitate communication between different State departments/divisions
- Escalation of outstanding/high priority issues
- Conducting regular and ongoing review of the services
- Documentation and archiving of all reports
- Arrange, schedule and facilitate State staff attendance at all project meetings

The State project team will consist of the following members:

- Steering committee - MDIT Telecommunication and Network Management Director and the Program Manager, who will serve as chair of the steering committee.
- Executive Subject Matter Expert (SME's)
- Project support

The project steering committee will provide the following services:

- Approve the implementation schedule
- Authorize modifications for scope, resources, and budget of the project
- Ensure senior management commitment to the project
- Act as a final arbiter on proposed changes that significantly affect the business interests of the State

The Executive SME will be empowered to:

- Resolve issues in a timely manner
- Review implementation plan, status, and issues
- Resolve deviations from implementation plan
- Ensure timely availability of State resources
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.

Issues shall be escalated for resolution from level 1 through level 3, as defined below:

Level 1 – Project Support – MDIT Program Manager

Level 2 – Project Manager/Executive SME – MDIT Telecommunication and Network Management Director

Level 3 – Steering Committee Member – MDIT Telecommunication and Network Management Director and DMB Purchasing/Buyer

MDIT shall provide a Program Manager whose duties shall include but not be limited to:

- Supporting the management of the Contract,
- Advising MDIT of Contractor's performance under the terms and conditions of the Contract, and
- Periodic verification of pricing and monthly reports submitted by Contractor.



1.203 OTHER ROLES AND RESPONSIBILITIES

The State Agency Telecommunication Coordinators may provide additional information and requirements needed for reporting and ordering of equipment and services.

1.3 Project Plan

1.301 PROJECT PLAN MANAGEMENT

1. Orientation Meeting

- a. Upon execution of the Contract, the Contractor will be required to attend an orientation meeting to discuss the content and procedures of the Contract.
- b. The meeting will be held in Lansing, Michigan, at a date and time mutually acceptable to MDIT and the Contractor.
 - i. MDIT shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

2. Performance Review Meetings

- a. MDIT will require the Contractor to attend periodic meetings to review the Contractor's performance under the Contract.
- b. The meetings will be held in Lansing, Michigan, or by teleconference, at a date and time mutually acceptable to MDIT and the Contractor.
 - i. MDIT shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

1.302 REPORTS

In addition to the reports identified in Work and Deliverables, Section 1.1, the Contractor shall also provide any other information MDIT and/or MDMB may request, both for the State in its entirety and for MDIT agencies individually.

1.4 Project Management

1.401 ISSUE MANAGEMENT

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

The issue management must be communicated to the State's Program Manager on an agreed upon schedule, with email notifications and updates. The issue log must be updated and must contain the following minimum elements:

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

1.402 RISK MANAGEMENT

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the Contract. Risk management generally involves (1) identification of the risk, (2) assigning a level of priority based on the probability of occurrence and impact to the project, (3) definition of mitigation strategies, and (4) monitoring of risk and mitigation strategy.

Contractor's proposal must define risks identified as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the State.



1.403 CHANGE MANAGEMENT

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The State also employs change management in its administration of the Contract. **See section 2.100 for details.**

If a proposed contract change is approved by the Agency, the Contract Administrator will submit a request for change to the Department of Management and Budget, Purchasing Operations Buyer, who will make recommendations to the Director of Purchasing Operations regarding ultimate approval/disapproval of change request. If the DMB Purchasing Operations Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Purchasing Operations Buyer will issue an addendum to the Contract, via a Contract Change Notice.

Contractors who provide products or services prior to the issuance of a Contract Change Notice by the DMB Office of Purchasing Operations, risk non-payment for the out-of-scope/pricing products and/or services.

1.5 Acceptance

1.501 CRITERIA

The State will consider equipment accepted when delivery of the equipment is made to the specified delivery address, AND; complete packing slips with applicable serial numbers are provided to the State. Contractor will not invoice for equipment, and the State will not authorize payment of invoices, until both of the above conditions have been met. Where direct shipment or delivery of equipment to State agency sites are a requirement of the purchase order, the Contractor is responsible to ensure that a copy of the signed receiving documents are forwarded to MDIT before payment will be authorized. Equipment discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or within 30 days if the defects contained in the equipment or non-compliance with the specifications was not reasonably ascertainable upon initial inspection.

Acceptance of services is tied to adequate performance of the required Services

1.502 FINAL ACCEPTANCE

Acceptance is tied to adequate performance of required Services and delivery of equipment meeting the requirements of this SOW.

1.6 Compensation and Payment

1.601 COMPENSATION AND PAYMENT

A. Pricing Overview

Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C, for details.

B. General Pricing Requirements

1. Contractor will identify all information related, directly or indirectly, to the Contractor's charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, credits, rebates, or the identification of free services, labor or materials.

Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D, for details.

2. Taxes

Verizon Wireless' pricing does not include federal, state, local or foreign tax, fees, assessments or other charges (collectively "taxes"). If any tax is required by law to be collected by Verizon Wireless, or by a serving carrier on a roaming call, then Verizon Wireless will include these taxes on the subscriber's Verizon



Wireless bill.

For more information, visit the FCC's website at fcc.gov.

Verizon Wireless collects taxes and other governmental imposed charges from its customers. Verizon Wireless also collects various Verizon Wireless surcharges from customers, including Verizon Wireless' Regulatory Charge and Administrative Charge. Details regarding these fees and other regulatory charges is included in the Pricing Section, Attachment C.

3. No activation or early termination/cancellation fees or charges shall be incurred by the State.
4. If percentage discounts are offered from plans in effect at the time of service ordering, it is understood that these discounts will be applied to standard plans and promotional plans at the time of service activation or service change.
5. The State will retain the right to change subscriber plans at its option during the term of contract. The State will retain the ability to change plans for short periods of time for example trips that may require out of state or international travel, or special projects. No fees or other charges are to be incurred for these changes.
6. Personal Use cell phones, pc data cards and pagers - Contractor shall provide contract discounts to State employees for personal use. Refer to the Pricing section, Attachment C.
7. Contractor agrees all the prices, terms, warranties, and benefits provided in this Contract are comparable to the terms presently being offered by Contractor to other similar governmental entities purchasing the same quantity under similar terms. Contractor's Account Manager will meet with the State on a quarterly basis to discuss its general account management, current rate plans available to the State, and to review currently available product offerings and promotions to other similar governmental entities. If, during the term of this Contract, standard lower priced plans than those provided by this Contract, are made generally available to other similar governmental entities, the State may, upon request, transfer its subscriber lines to the new plans provided that it meets all terms and conditions of the new plans, and executes an amendment so confirming. The State acknowledges that special benefits incorporated in this Agreement may not be applicable under the new plans, and that extension of the Initial Term of this Agreement may be required

C. For cellular voice services

1. Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D, for details.
2. Verizon Wireless bills time in full minutes; e.g. a 1 minute 40 second call will be billed at 2 minutes.
3. Charges for 8XX, 211, 311, 411, 511, 611, 711, 811 and 911 prefix calls.
There are no additional charges for dialing toll-free numbers. N11 codes, more formally known as service codes, are used to provide three-digit dialing access to special services. In the U.S., the FCC administers N11 codes. The FCC recognizes 211, 311, 511, 711, 811 and 911 as nationally assigned, but has not disturbed other traditional uses.

The FCC has issued a series of orders setting aside N11 codes for various purposes. Telecommunications carriers (including LEC, CLEC and wireless carriers) are required to implement N11 codes consistent with the FCC orders. State utility commissions often play a role in assigning codes to a particular entity (e.g., assigning 211 to the United Way) and may also instruct telecommunication carriers on how to implement N11 codes within a carrier's network. Generally, the



assignee of the code is responsible for obtaining a local or toll-free translation number (or, "point-to" number). Carriers then place the correct translation number in their switch so the incoming N11 dialed number is correctly translated and routed.

There are no industry guidelines for the assignment of N11 codes.

N11 Codes with Description

- 211 Community Information and Referral Services
- 311 Non-Emergency Police and Other Governmental Services
- 411 Local Directory Assistance: fees are provided in Attachment C.
- 511 Traffic and Transportation Information (US); Available for Reassignment (Canada)
- 611 Repair Service
- 711 Telecommunications Relay Service (TRS)
- 811 Access to One Call Services to Protect Pipeline and Utilities from Excavation Damage (US); Available for Reassignment (Canada)
- 911 Emergency

Charges for Directory Assistance calls are provided in the Pricing section, Attachment C.

D. For Push-to-Talk services,

Refer to the Verizon Wireless Pricing and Equipment Section, Attachment D, for details.

E. For PC Data Cards,

Refer to the Verizon Wireless Pricing and Equipment Section, Attachment C and D, for details.

F. Payment Contractor will submit properly itemized invoices to authorized agent for each department named within the order.

G. Invoicing and Payment

1. Format of Service Invoicing

- a. Agencies may require Contractor to invoice electronically pursuant to agency guidelines. Future guidelines may require the Contractor to supply electronic invoices in lieu of paper-based invoices.
- b. Contractor shall make invoices available in the following formats at no cost:
 - i. Electronic format compatible with Microsoft Excel 2000 at a minimum, on physical media (CD, DVD, etc.)
 - ii. Hard copies – paper-based
- c. Customers have the ability to download raw billing data in an ascii format. Contractor makes two ascii format options available: .dat and .txt.
- d. Electronic copies as described above will be available online (web, ftp, email, etc.) if requested.

Verizon Wireless can provide a single government invoice through Verizon Wireless' online reporting tool. With Verizon Wireless' online reporting tool, the State of Michigan will have the ability to send memo bills for review via e-mail to end subscribers or any alternative destination. Traditional paper bills are only sent to the billing address.

2. Service Invoice Requirements

Contractor shall provide the ability for the State's Program Manager and ATCs to invoice accounts separately, or by grouping specified accounts into a master/parent invoice.



3. Individual Account Service Invoicing

- a. Invoices will be provided monthly, and must use the Contractor's letterhead. Contractor will work with the State's Program Manager for setting the Monthly Billing Cycle date.

Verizon Wireless billing cycles and billing cut-off dates may vary because a consolidated statement may contain billing data from other carriers whose billing cycles may differ from Verizon Wireless' billing cycles.

- b. Each invoice will contain at a minimum the following elements:
- i. Contractor name, address, and telephone number
 - ii. Invoice Number
 - iii. Invoice Period / invoice date
 - iv. Contract Number
 - v. Vendor's Remittance Address
 - vi. Account Number
 - vii. Cost Center - alphanumeric field designated by the ATC for internal audit control, if used
 - viii. Agency Index Code - five-digit number designated by users
 - ix. Itemized Charges – Monthly Service, Feature, Airtime, Long Distance, Roaming, Data, etc.
 - x. Payment Remittance Address
 - xi. State Provided Purchase Order Number
 - xii. Order Date
 - xiii. Description and quantity of each line item purchased
 - xiv. Itemized Usage – Plan minutes used overage minutes used, text messages sent, etc.
 - xv. Adjustments
 - xvi. Total Service Charges
 - xvii. Total Charges
 - xviii. Totals - total for each cost center (if multiples are used on the same order), and total charges for ordering organization. The bottom of each invoice shall have a total for all orders, a total for all credits, and amount due
 - xix. Contractor / manufacturer catalog / reference number
 - xx. Contractor's list price
 - xxi. Appropriate State percentage discount
 - xxii. State net price
 - xxiii. Any additional discounts offered for volume orders, prompt payment, or other Contractor offered incentives
- c. Invoicing must be provided in detail including:
- i. all incoming and outgoing calls
 - ii. call, date, and time
 - iii. minutes
 - iv. long distance
 - v. paging
 - vi. text messaging
 - vii. rate per unit
 - viii. extended total of each line item invoiced
 - ix. all discounts must be shown as separate line items
 - x. any approved fees or surcharges must be identified and listed separately
 - xi. all subcontracted services must be invoiced separately
- d. Other services invoices must supply plan identification and adequate itemized usage to validate billed amount.

In addition to the above requirements, Verizon Wireless offers web based bill presentment tools with secure Internet access and navigable menus to direct users to their specific functionalities. These tools



allow the State of Michigan to perform many functions, including the following:

- Receive on-line invoicing for government liable lines in customizable accounts or broken out by account number.
- View individual phone information, such as airtime usage and call detail with real time usage data.
- Modify Mobile Number and user information.

Internet Billing Analysis System (IBAS)

For customers who require consolidated invoicing, Verizon Wireless recommends IBAS, a powerful web based tool to assist the State of Michigan in managing user cellular usage, evaluating trends, creating reports, and paying invoices. IBAS will allow the State of Michigan to perform many functions, including the following:

- Receive on-line reporting in a consolidated manner or broken out by account number and cost center.
- View individual phone information, such as airtime usage and call detail.
- Assign custom information/attributes to each mobile number to allow for specific, customized analysis.
- Query and filter data, based upon airtime usage and charges.

Below are examples of IBAS functionalities:

- Modify Cellular Number Information – Increases the reporting and analysis capabilities of the IBAS system by allowing the customer to assign information, including user name, user id, cost center, and e-mail address, to each mobile number.
- Analyze Billing Data – Permits the user to perform ad-hoc analysis on the many variables that comprise the State of Michigan's overall cellular usage. This function provides extensive calling information including in-depth data on roaming. Call detail can be extracted to an Excel or Word file based on virtually any criteria the user desires.
- Reports – Creates cost center, account level, hierarchy level, or State-wide reports that contain airtime usage and charges information. The user can set the billing period (up to one year), and get summary information, create customer specific header and footer settings, filter the data based on user chosen parameters, and export information to Excel, Word, CSV or Tab as needed.
- View Custom Hierarchies – Displays the hierarchy and invoicing points that the customer asked to have created in the IBAS system. Once the hierarchy has been selected, the user can drill down on a selected node from the hierarchy to get names and phone information.
- The State Hierarchy Association – Allows the State of Michigan to restrict user access to view charges, make basic subscriber modifications and run reports on specific information within IBAS. This is dependent on the hierarchy structure that is created.
- View/Distribute Memo Bill– Enables the user to view courtesy statements (including call detail) for individual phones, view the costs associated with a particular mobile number, and e-mail individual statements to a user-specified recipient. Also allows the user to transmit, via e-mail, individual bills or batches of individual memo bills to predetermined recipient e-mail addresses. This can be accomplished by selecting the subscriber names, mobile numbers, account numbers, cost centers, hierarchy nodes, or user-wide option from the filter screen. Information may be downloaded to Word, Excel, CSV or Tab as needed.
- Grand Total Report – Provides an overall view of user of Michigan's cellular charges as presented in IBAS. The filter screen allows the user to view charges at the billing account level.



This report also provides a tally of total number of subscribers (telephones) consolidated by IBAS in a given bill presentment period.

- Consolidated Invoicing – Consolidates the State of Michigan's wireless monthly access and usage charges and enterprise wide invoices through one convenient tool for all government subscribers.

IBAS is designed to provide timely, accurate usage and charge information that will allow the State of Michigan to better manage its wireless business communications spend based on the State specific requirements. Note: IBAS data presentment may be up to 60 days in arrears.

My Business Account

For customers who do not require consolidated billing, Verizon Wireless offers an on-line tool called My Business Account that business customers can use for online bill presentment, online bill payment, and account management. Customers log into My Business Account with a user name and password, and then navigate through the application to view service information, view statements or to make a payment.

My Business Account has the following functionalities:

- Administration – The Administration tab allows the State of Michigan's point of contact to perform several useful functions that help manage their account. From the Administration tab users can view their profile, manage billing accounts, create government or personal address books, go paperless and create business structures.
- More About Business Structures – A Business Structure is a customized hierarchical view of billing information. The State of Michigan can create business structures directly in My Business Account. Business Structures allow the customer to organize their billing accounts by department, geographic territory, or in whatever way best meets their needs. By doing so, users will be able to see a cost summary for each business structure.
- Statements – The Statements tab provides a quick, easy method for users to review their balance, last payment and a summary of current charges. In addition, users can view usage and charges related to their entire business or a particular account. From the statements page, users can easily view or print their bill in several flexible formats. They can also view unbilled voice, data and text message usage. Statements can be viewed up to 6 months in the past.
- Payments – The payments tab allows businesses to apply payments to their account(s). Users can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The payments tab can also send e-mail notifications to users if a payment is reversed or declined.
- Reports – The Reports tab offers users the ability to pull data based on usage or cost. For example, a user can view the "20 longest phone calls" or a "summary of cost by month". Additionally, the State of Michigan can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. Subscribers can receive usage details such as peak, off-peak and nights and weekends. Reports help users manage their account and make informed decisions about their service.
- Help – The Help tab is a tool for users to help them learn how to use My Business Account and find answers to frequently asked questions. The My Business Account "On-line Tutorial" can be found in the Help tab and is a useful tool to help educate users on the application. The Support tab is a sub tab under Help that provides interactive demos on how to set up business structures, make payments, and manage users.
- Account Maintenance – Users can manage account activity on-line through the account



maintenance tab. The account maintenance tab offers a range of functionality such as updating account information, changing a voice mail password, completing a local telephone number change or checking the status of a port.

- Real Time Data – The State of Michigan can receive up to the minute reports of usage, billing and available airtime minutes/megabytes and TXT Messages per subscriber.

Future enhancements to My Business Account will include: the ability to order equipment, change calling plans, add/delete features, purchase new lines of service, upgrade equipment, purchase accessories, and advanced reporting and analytics.

The State of Michigan may access a My Business Account demo through the following link: http://www.verizonwireless.com/SMB/account_demo/index.html.

4. Format of Equipment Invoicing

Equipment invoices shall be provided in hardcopy (paper) and/or electronic format.

Traditional paper bills are only sent to the billing address however Verizon Wireless will meet the requirements for invoicing.

Verizon Wireless' online reporting tool allows the State of Michigan to transmit, via e-mail, individual bills or a batch of individual memo bills to predetermined recipient e-mail addresses. This can be accomplished by selecting user names, mobile numbers, account numbers, cost centers, hierarchy nodes, or the State-wide option from the filter screen. Information may be downloaded to Word, Excel, CSV or Tab as needed.

Customers have the ability to download raw billing data in an ascii format. We offer two ascii format options: .dat and .txt.

Verizon Wireless can provide a single invoice through Verizon Wireless' online reporting tool. With Verizon Wireless' online reporting tool, the State of Michigan will have the ability to send memo bills for review via e-mail to end subscribers or any alternative destination.

5. Equipment Invoice Requirements

- Equipment invoices will be generated and sent to the billing address as specified on the order within 30 days of acknowledgement of order receipt by Contractor.
- Equipment invoices may be requested as standalone (i.e., separate from service invoices). Each invoice will use the Contractor's letterhead. Individual agencies may require additional elements to meet departmental guidelines, which shall be provided at no extra cost.
- Each invoice must contain a minimum of the following elements:
 - Contract Number
 - Contractor Name
 - Vendor's Remittance Address
 - Agency Order Number/Purchase Order #
 - Contractor Order Number
 - Agency Billing Code
 - Cost Center
 - Account Number
 - Order Date
 - Unit Product Details – Manufacturer, model number, description, etc.
 - Product Cost Details – A detailed breakdown of product cost by line-item: product published cost, product discount, product cost to State, etc.



- xii. A separate line-item for tax and delivery charges
- xiii. Quantity
- xiv. Person Placing Order
- xv. Method of Ordering
- xvi. Ship to Address
- xvii. Additional information required by the State

f. Credit Card

- i. Verizon Wireless accepts the following credit cards: American Express, Diners Club, Discover, MasterCard, or VISA.
- ii. A sales receipt itemizing purchased goods will be included with every order.

g. Invoice Recordkeeping

- i. Contractor shall maintain detailed records pertaining to the cost of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order.
- ii. These records shall be subject to inspection by the purchasing entity and appropriate governmental authorities within the purchasing entity's geographical location.
- iii. The purchasing entity shall have the right to audit billings either before or after payment.
- iv. Payment under this agreement shall not negate the right of the purchasing entity to recover excessive or illegal payments.

h. Service Credits

When crediting agencies/subscribers, Contractor shall do the following:

- 1. The credit will be issued by the Contractor's customer service representative and will appear on the agency's next monthly invoice as a separate line item.
- 2. The Contractor can also instruct the purchasing entity to deduct the credit amount from the current invoice if that would be more in line with the procuring agencies satisfaction and requirements.

Service outage credits and other adjustments can be seen in Verizon Wireless' online reports in the Invoice Detail section of the Memo Bill.

- i. **Equipment Credits** A credit memo will be sent to the ATC and the Program Manager by the Contractor and will contain the following information:
 - i. Credit date of issue
 - ii. Subscriber/account number
 - iii. The invoice number and date
- iv. Reason for credit
- v. Amount of credit issued

j. Rebates

All Rebates shall be applied to the State as credits as follows:

Verizon Wireless will immediately apply rebates offered directly from Verizon Wireless.

Rebates offered through a manufacturer will be subject to the manufacturer's rebate process.

k. Invoicing Dispute Resolution

- i. Contractor will respond to invoicing disputes within 2 days of notice and provide a plan for resolution within 5 days of notice to the State's Designated Contract Administrator and/or ATCs.
- ii. The Contractor will also provide status updates on resolution as requested.

In the event of disputed charges, the State of Michigan must provide Verizon Wireless with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why the State is disputing the charges and the State of Michigan's



supporting documentation.

Verizon Wireless will resolve billing issues within sixty (60) days after receipt of the notification of the dispute with supporting documentation. If a billing issue is resolved in the State of Michigan's favor, Verizon Wireless will credit the State of Michigan within 1 – 2 billing cycles thereafter.

6. Other Pricing

- a. Price Protection - All materials, supplies, and services ordered by and / or provided to the State shall be price protected and considered maximum at the established net prices referenced in the Contract throughout the Contract period. Additional discounts offered by Contractor for materials and services during the term of the Contract will be accepted.

The calling plan and any selected options and features, determine the applicable rates, charges, allowance of minutes and/or kilobytes or megabytes and Wireless Service coverage area for each individual line selected by the subscriber. Government subscribers activating new service or changing calling plans will receive the contract calling plan rates (less any applicable discounts and/or promotional rates).

Calling plan and other service rates, pricing and/or fees shall not increase over the term of this Contract without written consent via a Contract Change Notice issued by DMB Purchasing Operations. Verizon Wireless will provide thirty (30) days prior notice to the State of changes.

b. Pricing Review

- i. The Contractor agrees to meet with the State's Program Manager a minimum of every six (6) months to determine in good faith whether downward changes to the rates and charges and related terms are appropriate in light of then-current alternatives and pricing available in the competitive, full marketplace for wireless equipment and services. The intent of the meeting is that the pricing for the equipment and services, is adjusted throughout the term to maintain the original discount offered to the then prevailing available full market pricing.
- ii. The duration of the review shall last no more than thirty (30) calendar days.
- iii. If the parties reach agreement to reduce pricing based upon that review, an Agreement amendment that shall be signed by both parties and processed in accordance with Section 1.403, Change Management.

7. Technology Refresh and Market Rate Changes

- a. During the term of the contract, it may be necessary to refresh technology to adjust to major industry changes and significant new technology advancements. If the telecommunications industry experiences a technological breakthrough rendering products or services proposed herein ineffective or obsolete, the State and the Contractor agree to jointly review technological advances pertaining to the products and services included in this Contract and mutually agree to amend the terms and conditions of the original agreement as deemed necessary by both parties, following the Change Management process of Section 1.403.

Verizon Wireless will take measures to see that transitions into newer technologies are as smooth as possible, and even "backward compatible."

Verizon Wireless' BroadbandAccess is based upon CDMA 2000 Evolution-Data Optimized (EV-DO) and allows subscribers who travel outside a BroadbandAccess area with an EV-DO device to seamlessly switch to Verizon Wireless' existing NationalAccess 1xRTT network.

Verizon Wireless will have equipment available that is compatible with our network throughout the agreement term. Likewise, Verizon Wireless expects to offer our enterprise account customers the ability



to choose similar handsets in the event that their present equipment becomes unavailable or is discontinued by the equipment manufacturers.

- b. During the term of this Contract, the telecommunications industry rates may decrease for services. In this event, Contractor will decrease the rates whereby they are consistent with the original discounts. Contractor will adjust rates downward to ensure that the State receives the lowest pricing that Contractor has offered to any other customer.

Upon request, Verizon Wireless will provide rate plan analysis reports for government cellular lines. The report will incorporate recommendations of the most cost-effective Verizon Wireless calling plan that the State of Michigan is eligible for under the agreement.

The State of Michigan may take advantage of standard lower priced Verizon Wireless plans that may become generally available for government users during the term of the State of Michigan's agreement.

- c. Technology Refresh and Market Rate Changes will be reviewed and potentially renegotiated every six months as a part of the regularly scheduled quarterly Joint Operations meetings.

8. Volume Discounts

- a. During the term of the contract, the volume of products and/or services may increase. The Contractor must provide rates associated with a larger purchase volume in the event the State's aggregate volume increases during the term of the contract. Contractor must agree to renegotiate the volume of minutes and/or phones included if the volume significantly impacts contract pricing.
- b. Volume discounts will also be reviewed and potentially renegotiated every six months as a part of the regularly scheduled quarterly Joint Operations meetings.

1.7 Additional Terms and Conditions Specific to this SOW

1.701 Additional Terms and Conditions Specific to this SOW

Reserved.



Appendix A List of Michigan Counties

Michigan Counties List

1 Alcona	48 Luce
2 Alger	49 Mackinac
3 Allegan	50 Macomb
4 Alpena	51 Manistee
5 Antrim	52 Marquette
6 Arenac	53 Mason
7 Baraga	54 Mecosta
8 Barry	55 Menominee
9 Bay	56 Midland
10 Benzie	57 Missaukee
11 Berrien	58 Monroe
12 Branch	59 Montcalm
13 Calhoun	60 Montmorency
14 Cass	61 Muskegon
15 Charlevoix	62 Newaygo
16 Cheboygan	63 Oakland
17 Chippewa	64 Oceana
18 Clare	65 Ogemaw
19 Clinton	66 Ontonagon
20 Crawford	67 Osceola
21 Delta	68 Oscoda
22 Dickinson	69 Otsego
23 Eaton	70 Ottawa
24 Emmet	71 Presque Isle
25 Genesee	72 Roscommon
26 Gladwin	73 Saginaw
27 Gogebic	74 Sanilac
28 Grand Traverse	75 Schoolcraft
29 Gratiot	76 Shiawassee
30 Hillsdale	77 St. Clair
31 Houghton	78 St. Joseph
32 Huron	79 Tuscola
33 Ingham	80 Van Buren
34 Ionia	81 Washtenaw
35 Iosco	82 Wayne
36 Iron	83 Wexford
37 Isabella	
38 Jackson	
39 Kalamazoo	
40 Kalkaska	
41 Kent	
42 Keweenaw	
43 Lake	
44 Lapeer	
45 Leelanau	
46 Lenawee	
47 Livingston	



Appendix B Glossary of Terms

The following words and phrases, when used in the RFP or the Contract, shall have the indicated meanings. (Terms capitalized within a particular definition are defined elsewhere within the RFP or the Contract.)

“**AFFILIATE**” shall mean any entity, employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other person that, directly or indirectly, controls, is controlled by, or is under common control with Contractor or Qualified Provider, whether through ownership of more than fifty (50%) of the voting securities, by contract, managing authority or otherwise.

“**AGENCY**” or (“**AGENCIES**”) shall mean a tax supported public entity (or entities) empowered to expend public funds to purchase Deliverables and Services from the Contract.

“**AGREEMENT**” shall have the same meaning as “Contract” and the terms shall be used interchangeably.

“**AMPS**” shall mean Advanced Mobile Phone Service.

“**ANSI**” shall mean American National Standards Institute.

“**ATC**” shall mean the State’s designated Agency Telecom Coordinator(s).

“**BID**” shall mean an offer made in response to the RFP to perform a contract for work and labor describer in the RFP in accordance with the terms and conditions provided in the Contract.

“**BIDDER**” shall mean a supplier who submits a Bid to the State in response to the RFP.

“**BUSINESS DAY**” shall mean 8:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, excluding State holidays.

“**CD**” shall mean Compact Disc.

“**COMMERCIAL SOFTWARE**” shall mean Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease or license to the general public; (iii) has not been offered, sold, leased, or licensed to the general public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of the contract; or (iv) satisfies a criterion expressed in (i), (ii) or (iii) above and would require only minor modifications to meet the requirements of the Contract.

“**CONTRACT**” shall mean the State of Michigan Standard Agreement, the SOW and the Proposal, together with all attachments thereto (including General Provisions), documents incorporated therein by reference, and all regulatory filings made pursuant thereto for the applicable Services. The term “Contract” shall have the same meaning as “Agreement” and the term shall be used interchangeably.

“**CONTRACTOR**” shall mean the entity which respond to the RFP and all of its Affiliates providing Deliverables and/or Services under the applicable Contract.

“**CONVERGED SERVICES**” shall mean voice, video, and data services that run over a converged network. Includes advanced data and information services and application such as IP-based voice, integrated messaging, advanced data and information services and applications such as IP-based voice, integrated messaging, web-based conference calling, voice enabled instant messaging, Enhanced Class features – features that enhance productivity and performance such as selective call waiting, group ring, and find-me,



follow-me etc.

“**CONVERGENCE**” shall mean the definition of network architecture that allows for voice, video, and data communications to run over a single (converged) network.

“**CPE**” or “**CUSTOMER PREMISE EQUIPMENT**” shall mean customer owned telecommunications Equipment located at a customer location.

“**CUSTOMER**” shall mean an Agency that is purchasing goods and services from the Contract.

“**DATA PROCESSING SYSTEM (SYSTEM)**” shall mean the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.

“**db**” shall mean decibel.

“**DELIVERABLES**” shall mean the Goods, Software, Information Technology, telecommunications technology and other items (e.g. reports) to be delivered pursuant to the applicable Contract, including any such items furnished incident to the provision of Services.

“**DELIVERY DATES**” shall mean the dates specified by the State for the delivery by Contractor or Qualified Provider of certain Deliverables or Services.

“**DESIRABLE ITEMS**” shall mean attributes or conditions in the RFP that are defined by the words “should” or “may”.

“**DOCUMENTATION**” shall mean nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.

“**DVD**” shall mean Digital Video Disc.

“**EFFECTIVE DATE**” shall mean the later date on which the Contract has been both executed by Contractor or Qualified Provider and has been executed and approved by the State in accordance with the terms therein.

“**END-USER**” shall mean an individual within an Agency that is utilizing the feature or service provided under the Contract.

“**END TO END SERVICE**” shall mean the Contractor is responsible for providing Service(s) on a statewide basis, whether provided by Contractor or subcontractors.

“**EQUIPMENT**” is an all-inclusive term, which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).

“**EQUIPMENT FAILURES**” shall mean a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment’s intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment’s intended functions shall be deemed to be an Equipment failure.

“**E911**” shall mean the wireless Enhanced 911 (E911) FCC rules which seek to improve the effectiveness and reliability of wireless 911 service by providing 911 dispatchers with additional information on wireless 911 calls.

“**FCC**” shall mean the Federal Communications Commission.



“**FOC**” shall mean Final Operating Capability.

“**GOODS**” shall mean all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

“**GPS**” shall mean Global Positioning System.

“**HARDWARE**” usually refers to computer Equipment and is contrasted with Software. See also Equipment.

“**IMS**” shall mean Instant Messaging Service.

“**IT**” or “**INFORMATION TECHNOLOGY**” shall mean all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

“**LEGISLATURE**” shall mean the Michigan State Legislature.

“**MACHINE**” shall mean an individual unit of Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

“**MATERIAL DEVIATION**” shall mean a deviation from a requirement that is not in substantial accord with the RFP Requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items proposed, amount paid to the Bidder, or for the cost to the State.

“**MDIT**” shall mean the Michigan Department of Information Technology.

“**MDMB**” shall mean the Michigan Department of Management and Budget.

“**MIGRATION**” or “**MIGRATE**” shall mean all tasks, Deliverables and activities related to or necessary for the migration of the provision of Services pursuant to the Contracts for Services.

“**MPSC**” shall mean the Michigan Public Service Commission.

“**NCRP**” shall mean National Council on Radiation Protection and Measurements.

“**NCS**” shall mean the National Communications System.

“**NOTICE OF TERMINATION**” shall mean a written notice of termination from the State to Contractor or Qualified Provider pursuant to the Contract.

“**OPERATING SOFTWARE**” shall mean those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

“**PBX**” shall mean Private Branch Exchange.

“**PDA**” shall mean Personal Digital Assistant device.

“**PERFORMANCE TESTING PERIOD**” shall mean a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its



acceptance by the State.

“**PIM**” shall mean Personal Information Management.

“**PMM**” shall mean the State’s Project Management Methodology.

“**POP3**” shall mean Post Office Protocol Version 3.

“**PSAP**” shall mean Public Safety Answering Point.

“**PTT**” shall mean the Push To Talk functionality of a wireless device.

“**QUALIFIED PROVIDER**” shall mean the entity identified in the introductory paragraph to the General Provisions and all of its Affiliates providing Deliverables and/or Services under applicable Contract.

“**REQUIREMENT**” shall mean the technical and administrative performance and delivery Requirements established by the State throughout the RFP.

“**RIM**” shall mean Research In Motion, the current Blackberry device manufacturer.

“**RFP**” shall mean Request For Proposal as defined in Section 1 of the Scope of Work.

“**SEALED PROPOSAL**” shall mean a Proposal that is contained/wrapped/boxed in such a manner that no part of the Proposal is revealed.

“**SERVICES**” shall mean, collectively, the services, functions and responsibilities described in the Contract as they may be supplemented, enhanced, modified or replaced during the Term in accordance with the Contract, including any Enhancements approved by the State.

“**SME**” shall mean Subject Matter Expert.

“**SOFTWARE**” is an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, programming aids, application programs, and program products.

“**SOW**” shall mean Statement Of Work.

“**STANDARDS**” shall mean the State defining business standards as well as industry defined and accepted standards for communications published by recognized organizations such as IEEE, IETF, ITU, ANSI, TIA/EIA, etc.

“**STATE**” shall mean MDMB/MDIT, or as MDMB/MDIT may designate, in its sole discretion, any other department, division, or unit of the State of Michigan, any agency or governmental entity of the State of Michigan or any local jurisdiction within the State of Michigan empowered to expend public funds, and their end-users, intended to receive the benefit of the Services.

“**STATEMENT OF WORK**” is Article 1 and any additional statements of work entered into by the State and Contractor pursuant to this Contract.

“**SUPPLIER**” shall mean a business entity, Bidder, offeror, vendor, Contractor, or Qualified Provider.

“**SYSTEM**” shall mean the complete collection of Hardware, Software and Services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.



“**TAP**” shall mean Telocator Alphanumeric Protocol.

“**TERM**” shall have the meaning given it in Section xx.

“**UNIFIED MESSAGING**” shall mean access to e-mail, voice mail and faxes by a common interface by computer or by telephone. The end user can access these messages from a variety of devices – PCs, Telephones, PDAs, etc.

“**USF**” shall mean Universal Service Fund.

“**VoIP**” shall mean Voice Over Internet Protocol.

“**Wi-Fi**” shall mean a brand originally licensed by the Wi-Fi Alliance to describe the embedded technology of wireless local area networks (WLAN) based on the IEEE 802.11 specifications. Wi-Fi was developed to be used for mobile computing devices, such as laptops in Local Area Networks, but is now increasingly used for more services, including Internet and VoIP phone access, gaming, and basic connectivity of consumer electronics such as televisions, DVD players, and digital cameras. More standards are in development that will allow Wi-Fi to be used by cars on highways in support of an Intelligent Transportation System to increase safety, gather statistics, and enable mobile commerce

“**WiMAX**” shall mean **Worldwide Interoperability for Microwave Access** as defined by the WiMAX Forum, formed in June 2001 to promote conformance and interoperability of the IEEE 802.16 standard. WiMAX aims to provide wireless data over long distances, in a variety of different ways, from point to point links to full mobile cellular type access. The Forum describes WiMAX as "a standards-based technology enabling the delivery of last mile wireless broadband access as an alternative to cable and DSL".

“**2G**” shall mean second generation wireless technology. The main differentiator to previous mobile telephone systems, retrospectively dubbed 1G, is that the radio signals that 1G networks use are analog, while 2G networks are digital.

“**3G**” shall mean third generation wireless technology. The services associated with 3G provide the ability to transfer simultaneously both voice data (a telephone call) and non-voice data (such as downloading information, exchanging email, and Instant Messaging Service).

“**4G**” shall mean fourth generation wireless technology for which a standards and features are not yet fully defined. 4G is not just one defined technology or standard, but rather a collection of technologies and protocols to enable the highest throughput, lowest cost wireless network possible. The Wireless World Research Forum (WWRF) defines 4G as a network that operates on Internet technology, combines it with other applications and technologies such as Wi-Fi and WiMAX, and runs at speeds ranging from 100 Mbps (in cell-phone networks) to 1 Gbps (in local Wi-Fi networks).http://en.wikipedia.org/wiki/4G_-_note-what-is-4g#_note-what-is-4g



Article 2 – General Terms and Conditions

2.010 Contract Structure and Administration

2.011 Definitions

Capitalized terms used in this Contract (including its Exhibits) shall have the meanings given below, unless the context requires otherwise:

- (a) “Days” means calendar days unless otherwise specified.
- (b) “24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
- (c) “Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “Additional Service” does not include New Work.
- (d) “Amendment Labor Rates” means the schedule of fully-loaded hourly labor rates attached as

Article 1, Attachment C.

- (e) “Audit Period” has the meaning given in **Section 2.111**.
- (f) “Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
- (g) “Incident” means any interruption in Services.
- (h) “Business Critical” means any function identified in any Statement of Work as Business Critical.
- (i) “Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work
- (j) “Key Personnel” means any Personnel designated as Key Personnel.
- (k) “New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration. “New Work” does not include Additional Service.
- (l) “Services” means any function performed for the benefit of the State.
- (m) “State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
- (n) “Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
- (o) “Work in Process” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

2.012 Attachments, Appendices and Exhibits

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

2.013 Statements of Work

- (a) The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract, or an amendment to this Contract (see 2.106). Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
- (b) Unless otherwise agreed by the parties, each Statement of Work (as defined in Article 1) will include, or incorporate by reference to the appropriate Contract Article 1 Attachment containing, the following information:
 - a description of the Services to be performed by Contractor under the Statement of Work;
 - a project schedule (including the commencement and completion dates for all tasks, subtasks (for all projects of sufficient duration and complexity to warrant sub task breakdown), and Deliverables;
 - a list of the Deliverables to be provided, if any, including any particular specifications and acceptance criteria



for such Deliverables, and the dates on which the Deliverables are scheduled to be completed and delivered to the State;

- all Deliverable price schedules and other charges associated with the Statement of Work, the overall fixed price for such Statement of Work and any other appropriate pricing and payment terms;
- a specification of Contractor's and the State's respective performance responsibilities with respect to the performance or completion of all tasks, subtasks and Deliverables;
- a listing of any Key Personnel of Contractor and/or its Subcontractors for that Statement of Work and any future Statements of Work;
- any other information or provisions the parties agree to include.

(c) Reserved.

(d) The initial Statements of Work, as of the Effective Date, are attached to this Contract.

2.014 Issuing Office

This Contract is issued by the Department of Management and Budget, Office of Purchasing Operations and the Department of Information Technology (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. **Purchasing Operations is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within the Office of Purchasing Operations for this Contract is:

Doug Collier

Office of Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Collierd1@michigan.gov
517-335-4804

2.015 Contract Compliance Inspector

Upon receipt at PURCHASING OPERATIONS of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the Department of Information Technology will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of Purchasing Operations.** The Contract Compliance Inspector for this Contract is:

Michael Breen

Department of Information Technology
Constitution Hall, 1st Floor N Tower
Lansing, MI 48909
breenm@michigan.gov
(517) 241-7720

2.016 Project Manager

The following individual will oversee the project:

Steve McMahon

Michigan Dept. of Information Technology – Telecommunications
608 W. Allegan
Lansing, MI 48913
Phone: 517-373-6353
E-mail: mcmahons@michigan.gov



2.020 Contract Objectives/Scope/Background

2.021 Background

See Article 1

2.022 Purpose

See Article 1

2.023 Objectives and Scope

See Article 1

2.024 Interpretation

Sections 2.021 through 2.023 are intended to provide background and context for this Contract and are not intended to expand the scope of the obligations under this Contract or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract are unclear or otherwise ambiguous, such terms and conditions are to be interpreted and construed in light of the provisions of this Section.

2.025 Form, Function and Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.030 Legal Effect and Term

2.031 Legal Effect

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.032 Contract Term

This Contract is for a period of two (2) years commencing on the date that the last signature required to make the Contract enforceable is obtained. All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 2.210) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.033 Renewal(s)

This Contract may be renewed in writing by mutual agreement of the parties not less than thirty (30) days before its expiration. The Contract may be renewed for up to three (3) additional one (1) year periods. Successful completion of negotiations surrounding the terms of the extension, will be a pre-requisite for the exercise of any option year.

2.040 Contractor Personnel

2.041 Contractor Personnel

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



(b) Key Personnel

(i) In discharging its obligations under this Contract, Contractor shall provide the named Key Personnel on the terms indicated. **Exhibit B** provides an organization chart showing the roles of certain Key Personnel, if any.

(ii) Key Personnel shall be dedicated as defined in **Exhibit B** to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(iii) The State will have the right to make written recommendations to Contractor of any initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Contractor shall provide written notice to the State if any Key Personnel are removed from their assigned roles. In the event of the removal of Key Personnel, Contractor shall meet with the State's representative (in person or telephonically) five (5) Business Days prior to such removal where circumstances allow to provide a list of qualified alternatives to the Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume / work history and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. Additionally, the State's request shall be based on legitimate, good-faith reasons. Any individual proposed to Key Personnel positions shall be fully qualified for the position.

(iv) If the Contractor does remove Key Personnel without following the process described above, it shall be considered an unauthorized removal ("Unauthorized Removal"). It shall not be considered an Unauthorized Removal if Key Personnel must be replaced for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. It shall not be considered an Unauthorized Removal if Key Personnel must be replaced because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives written notice and Contractor provides thirty (30) days of shadowing unless parties agree to a different time period, and provided the circumstances of replacement permit such shadowing. The Contractor with the State shall review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its rights under **Section 2.210**.

(c) Re-assignment of non-Key Personnel. Prior to re-deploying to other projects, at the completion of their assigned tasks on the Project, teams of its non-Key Personnel who are performing Services on-site at State facilities or who are otherwise dedicated primarily to the Project, Contractor will give the State at least ten (10) Business Days notice of the proposed re-deployment to give the State an opportunity to object to the re-deployment if the State reasonably believes such team's Contract responsibilities are not likely to be completed. Within ten (10) Business Days of removal of non-Key Personnel, Contractor shall propose a plan to demonstrate the ability to meet the responsibilities of the non-Key Personnel and gain approval by the State.

(d) Re-assignment of Personnel at the State's Request. The State reserves the right to request the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement personnel for the removed person shall be fully qualified for the position.

(e) Staffing Levels.

(i) Within fifteen (15) Business Days of the acceptance of the Agreement, Contractor shall provide the State a list of the Key Personnel assigned to support the State. Such list shall include the Key Personnel; other assigned personnel who may be designated to act in the event of the reassignment, resignation or other replacement of the Key Personnel; Non-Key Personnel roles and



responsibilities.

(ii) All staff requirements not specified in the applicable Statement of Work or State-approved project plan as State personnel will be supplied by Contractor. This includes secretarial, clerical and Contract administration support staff necessary for Contractor to perform its obligations hereunder.

(iii) Contractor shall provide sufficient personnel resources for the completion of Contract tasks indicated in Contractor's project plan approved by the State. If the level of personnel resources is insufficient to complete any Contractor Contract tasks in accordance with the Contract time schedule as demonstrated by Contractor's failure to meet mutually agreed to time schedules, Contractor shall promptly add additional qualified personnel resources to the performance of the affected tasks, at no additional charge to the State, in an amount sufficient to complete performance of Contractor's tasks in accordance with the Contract time schedule.

(f) Personnel Turnover. The Parties agree that it is in their best interests to keep the turnover rate of employees of Contractor and its Subcontractors who are performing the Services to a reasonable minimum. Accordingly, if the State determines that the turnover rate of such employees is excessive and so notifies Contractor, Contractor will meet with the State to discuss the reasons for the turnover rate and otherwise use commercially reasonable efforts to minimize such turnover rate. If requested to do so by the State, Contractor will submit to the State its proposals for reducing the turnover rate to an acceptable level. In any event, notwithstanding the turnover of personnel, Contractor remains obligated to perform the Services without degradation and in accordance with the State-approved Contract schedule.

(g) Location. All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.042 Contractor Identification

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

2.043 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel, and, as reasonably requested by the State, to provide to the State's agents and other contractors with reasonable access to Contractor's Project personnel, systems and facilities to the extent they relate to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities and provided Contractor receives reasonable prior written notice of such request. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with such requests for access.

2.044 Subcontracting by Contractor

(a) Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

(b) Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Office of Purchasing Operations has given written consent to such delegation. For the purposes of this Section **2.044**, a Subcontractor shall be defined as any person contracted by Contractor to provide direct services to the State under this Contract. The State shall have the right of prior



written approval of all Subcontractors and to require Contractor to replace any such Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time agreed upon by the parties.

(c) In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

(d) Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.040, 2.110, 2.150, 2.160, 2.171(c), 2.172(b), 2.180, 2.260, 2.276, 2.297** in all of its agreements with any Subcontractors.

(e) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.045 Contractor Responsibility for Personnel

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services while providing Services to the State, in the course of providing Services to the State.

2.050 State Standards



2.051 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at http://www.michigan.gov/dit/0,1607,7-139-30639_30655---,00.html.

2.052 PM Methodology Standards

The State has adopted a standard documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. See the State's PMM website at <http://www.michigan.gov/projectmanagement>.

The Contractor shall use the State's PPM to manage this Contract. If the Contractor requires training on the PMM, those costs shall be the responsibility of the Contractor, unless otherwise stated.

2.053 Adherence to Portal Technology Tools

The State has adopted the following tools for its Portal Technology development efforts:

- Vignette Content Management and personalization Tool
- Inktomi Search Engine
- E-Pay Payment Processing Module
- Websphere Commerce Suite for e-Store applications

Unless otherwise stated, Contractor must use the Portal Technology Tools to implement web content management and deployment efforts. Tools used for web-based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with DIT, Enterprise Application Services Office, e-Michigan Web Development team.

Contractors that are compelled to use alternate tools must have received an exception from DIT, Enterprise Application Services Office, e-Michigan Web Development team, before this Contract is effective.

2.054 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/dit/0,1607,7-139-34305-73760--,00.html>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.060 Deliverables

2.061 Ordering

(a) Any Services/Deliverables to be furnished under this Contract shall be ordered by issuance of written Purchase Orders/Blanket Purchase Order by the State after approval by the Contract Administrator or his/her designee. All orders are subject to the terms and conditions of this Contract. In the event of conflict between an order and this Contract, the Contract shall take precedence as stated in **Section 2.293**. In no event shall any additional terms and conditions contained on a Purchase Order/Blanket Purchase Order be applicable, unless specifically contained in that Purchase Order/Blanket Purchase Order's accompanying Statement of Work.

(b) DIT will continue to oversee the use of this Contract by End Users. DIT may, in writing, delegate to agencies the authority to submit requests for certain services directly to the Contractor. DIT may also designate, in writing, some services as non-delegated and require DIT review and approval before agency acquisition. DIT will use Contractor provided management reports and periodic random agency audits to monitor and administer contract usage for delegated services.

2.062 Software (Reserved)



2.063 Hardware

Exhibit D lists the items of hardware the State is required to purchase for execution the Contract. The list in **Exhibit D** includes all hardware required to complete the Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). **Exhibit D** also identifies certain items of hardware to be provided by the State.

2.064 Equipment to be New and Prohibited Products

(a) Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

(b) Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The product functionality offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.106**.

2.070 Performance

2.071 Performance, In General

The State engages Contractor to execute the Contract and perform the Services/provide the Deliverables, and Contractor undertakes to execute and complete the Contract in its entirety in accordance with the terms and conditions of this Contract and with the participation of State representatives as specified in this Contract.

2.072 Time of Performance

(a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables in accordance with the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.072(a)**, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and, in such event, shall inform the State of the projected actual delivery date.

(c) If Contractor believes that a delay in performance by the State has caused or will cause Contractor to be unable to perform its obligations in accordance with specified Contract time periods, Contractor shall notify the State in a timely manner and shall use commercially reasonable efforts to perform its obligations in accordance with such Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent such delay is caused by the State.

2.073 Liquidated Damages

See requirements

2.074 Bankruptcy

If Contractor shall file for protection under the bankruptcy laws, or if an involuntary petition shall be filed against Contractor and not removed within thirty (30) days, or if the Contractor becomes insolvent, be adjudicated bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver shall be appointed due to its insolvency, and Contractor and/or its affiliates are unable to provide reasonable assurances that Contractor and/or its affiliates can deliver the services provided herein, the State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish such Works in Process by whatever appropriate method the



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

To secure the State's progress payments before the delivery of any services or materials required for the execution of Contractor's obligations hereunder, and any work which Contractor may subcontract in the support of the performance of its obligations hereunder, title shall vest in the State to the extent the State has made progress payments hereunder.

2.075 RESERVED - Time is of the Essence

2.076 Service Level Agreements (SLAs)

(a) SLAs will be completed with the following operational considerations:

(i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has occurred as defined in **Section 2.202**,

(ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification and/or coordination.

(iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. In order to invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.

(iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following ("Stop-Clock Conditions"):

1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.

2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) will be defined as three (3) unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling thirty (30) day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s). The termination of the Service will not affect any tiered pricing levels.

(c) Root Cause Analysis will be performed on any Business Critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor will provide its analysis within two (2) weeks of outage(s) and provide a recommendation for resolution, but in no event will the response include any proprietary trade secret information.

(d) All decimals shall be rounded to two decimal places with 5 and greater rounding up and 4 and less rounding down unless otherwise specified.

2.080 Delivery and Acceptance of Deliverables

2.081 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following shall be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract shall be delivered "F.O.B. Destination, within Government Premises." The Contractor shall have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.



(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Damage Disputes - At the time of delivery to State Locations, the State shall examine all packages. The quantity of packages delivered shall be recorded and any obvious visible or suspected damage shall be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record such.

Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within fourteen (14) days of receipt. Any damage must be reported to the Contractor within five (5) days of inspection. If this inspection does not occur and damages not reported within thirty (30) days of receipt, the cure for such damaged deliveries shall transfer to the delivery signing party.

2.082 Delivery of Deliverables

(a) Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.083 Testing

(a) Prior to delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and in conformance with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor shall certify to the State that (1) it has performed such quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during such quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.

(b) If a Deliverable includes installation at a State Location, then Contractor shall (1) perform any applicable testing, (2) correct all material deficiencies discovered during such quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State shall be entitled to observe or otherwise participate in testing.

2.084 Approval of Deliverables, In General

(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications, which will include the successful completion of Testing as applicable in **Section 2.083**, to be led by the State with the support and assistance of Contractor. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Prior to commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State



receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor in accordance with **Section 2.083(a)**.

(d) The State will approve in writing a Deliverable/Service upon confirming that it conforms to and, performs in accordance with, its specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall bear any excess expenditure incurred by the State in so doing beyond the Contract price for such Deliverable/Service and will pay the State an additional sum equal to ten percent (10%) of such excess expenditure to cover the State's general expenses provided the State can furnish proof of such general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure such breach. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if such process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the testing or approval process.

2.085 Process For Approval of Written Deliverables

The State Review Period for Written Deliverables will be the number of days set forth in the applicable Statement of Work following delivery of the final version of the Deliverable (failing which the State Review Period, by default, shall be five (5) Business Days for Written Deliverables of one hundred (100) pages or less and ten (10) Business Days for Written Deliverables of more than one hundred (100) pages). The duration of the State Review Periods will be doubled if the State has not had an opportunity to review an interim draft of the Written Deliverable prior to its submission to the State. The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.086 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) Business Days for Services). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Services (or at the State's election, subsequent to approval of the Service). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to



the State. Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.087 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (failing which the State Review Period, by default, shall be thirty (30) continuous Business Days for a Physical Deliverable). The State agrees to notify Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by Contractor or describing any deficiencies that must be corrected prior to approval of the Deliverable (or at the State's election, subsequent to approval of the Deliverable). If the State delivers to Contractor a notice of deficiencies, Contractor will correct the described deficiencies and within thirty (30) Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.088 Final Acceptance

Unless otherwise stated in the Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable shall occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.080-2.087**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.090 Financial

2.091 Pricing

(a) Fixed Prices for Services/Deliverables

Each Statement of Work/PO issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. To the extent the parties agree that certain specific Services will be provided on a time and materials basis, such Services shall be provided at the Amendment Labor Rates (**Exhibit C**). The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

(b) Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope, using the rates in **Exhibit C** unless specifically identified in an applicable Statement of Work.

(c) Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

(d) Labor Rates

All time and material charges will be at the rates specified in **Exhibit C**.

2.092 Invoicing and Payment Procedures and Terms

(a) Invoicing and Payment – In General

(i) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.



(ii) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. The charges for Services billed on a time and materials basis shall be determined based on the actual number of hours of Services performed, at the applicable Labor Rates specified in **Exhibit C**. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 2.094**.

(iii) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within forty-five (45) days after receipt, provided the State determines that the invoice was properly rendered.

(b) Taxes (See Section 2.305 and Article 3, Section 3.022-3.024 for additional)

The State is exempt from Federal Excise Tax, State and Local Sales Taxes, and Use Tax with respect to the sale to and use by it of tangible personal property. Such taxes shall not be included in Contract prices as long as the State maintains such exemptions. Copies of all tax exemption certificates shall be supplied to Contractor, if requested.

(c) Out-of-Pocket Expenses

Contractor acknowledges that the out-of-pocket expenses that Contractor expects to incur in performing the Services/ providing the Deliverables (such as, but not limited to, travel and lodging, document reproduction and shipping, and long distance telephone) are included in Contractor's fixed price for each Statement of Work. Accordingly, Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for such an expense at the State's current travel reimbursement rates. See http://www.mi.gov/dmb/0,1607,7-150-9141_13132---,00.html for current rates.

(d) Pro-ration

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

(e) Antitrust Assignment

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

Comment [Ade-VZW1]: This draft is based upon making the state whole.

(f) Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.093 State Funding Obligation

The State's obligation under this Contract is payable only and solely from funds appropriated for the purpose of this Contract. Contractor acknowledges and agrees that 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 Contract. Events of non-appropriation are addressed further in **Section 2.210** of this Contract.

2.094 RESERVED - Holdback



2.095 Electronic Payment Availability

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at <http://www.cpexpress.state.mi.us>. Public Act 533 of 2004, requires all payments be transitioned over to EFT by October, 2005.

2.100 Contract Management

2.101 Contract Management Responsibility

(a) Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties will include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with any (Project Plan) is likely to delay the timely achievement of any Contract tasks.

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

2.102 Problem and Contract Management Procedures

Problem Management and Contract Management procedures will be governed by the Contract and the applicable Statements of Work.

2.103 Reports and Meetings

(a) Reports.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of periodic reports to be issued by Contractor to the State. Such reports may include:

- (i) separately address Contractor's performance in each area of the Services;
- (ii) for each area of the Services, assess the degree to which Contractor has attained or failed to attain the pertinent objectives in that area, including on-time completion and delivery of Deliverables;
- (iii) explain the reasons for any failure to achieve on-time completion and delivery of Deliverables and include a plan for corrective action where appropriate;
- (iv) describe any circumstances that Contractor anticipates will impair or prevent on-time completion and delivery of Deliverables in upcoming reporting periods;
- (v) include plans for corrective action or risk mitigation where appropriate and describe the status of ongoing problem resolution efforts;
- (vi) provide reports setting forth a comparison of actual hours spent by Contractor (including its augmented personnel and Subcontractors) in performing the Project versus hours budgeted by Contractor.
- (vii) set forth a record of the material personnel changes that pertain to the Services and describe planned changes during the upcoming month that may affect the Services.
- (viii) include such documentation and other information may be mutually agreed to verify compliance with, and meeting the objectives of, this Contract.
- (ix) set forth an updated schedule that provides information on the status of upcoming Deliverables, expected dates of delivery (or redelivery) of such Deliverables and estimates on timing for completion of the Project.

(b) Meetings.

Within thirty (30) days after the Effective Date, the parties shall determine an appropriate set of meetings to be held between representatives of the State and Contractor. Contractor shall prepare and circulate an agenda sufficiently in advance of each such meeting to give participants an opportunity to prepare



for the meeting. Contractor shall incorporate into such agenda items that the State desires to discuss. At the State's request, Contractor shall prepare and circulate minutes promptly after a meeting.

2.104 System Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the State. Any changes Contractor makes to State systems with the State's approval shall be done in accordance with applicable State procedures, including security, access and configuration management procedures.

2.105 Reserved

2.106 Change Requests

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to notify the State before 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/Deliverables, not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such services or providing such deliverables, the Contractor shall notify the State in writing that it considers the services or deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable. If the Contractor does so notify the State, then such a service or deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

(a) Change Requests

(i) State Requests

If the State should require Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

(ii) Contractor Recommendations

Contractor shall be entitled to propose a Change to the State, on its own initiative, should it be of the opinion that this would benefit the Contract.

(iii) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the

implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal will include any associated changes in the technical



specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(iv) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice shall be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(v) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Office of Purchasing Operations.

(vi) If the State requests or directs Contractor to perform any activities that Contractor believes constitute a Change, Contractor must notify the State that it believes the requested activities are a Change prior to commencing the performance of the requested activities. If Contractor fails to so notify the State prior to commencing performance of the requested activities, such activities shall be considered to be performed gratuitously by Contractor, and Contractor shall not have any right thereafter to assert any claim for additional compensation or time for the performance of such activities. If Contractor commences performance of gratuitous services outside the scope of this Contract and subsequently elects to stop performing such out-of-scope services, Contractor must, at the request of the State, back out or reverse any changes resulting from such performance that would adversely affect the Contract.

2.107 Management Tools

Contractor will use an automated tool for planning, monitoring and tracking the Contract's progress. In addition, Contractor shall use automated project management tools as reasonably necessary to perform the Services, which tools shall include the capability to produce through the end of the Contract: (i) staffing tables with names of personnel assigned to Contract tasks, (ii) project plans showing tasks, subtasks, Deliverables and the resources required and allocated to each (including detailed plans for all Services to be performed within the next sixty (60) days, updated semi-monthly) and (iii) graphs showing critical events, dependencies and decision points during the course of the Contract. Any tool(s) used by Contractor for such purposes must produce information of a type and in a manner and format that will support reporting in compliance with the State's standard to the extent such information is described with reasonable detail in the Statements of Work and to the extent the related work is of sufficient project complexity and duration to warrant such reporting.

2.110 Records and Inspections

2.111 Records and Inspections

The Contractor agrees that the State may, upon reasonable notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

2.112 Errors

(a) If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten percent (10%), then the Contractor shall pay all of the reasonable costs of the audit.



2.120 State Responsibilities

2.121 State Performance Obligations

(a) Equipment and Other Resources. To facilitate Contractor's performance of the Services/Deliverables, the State shall provide to Contractor such equipment and resources as identified in the Statements of Work or other Contract Exhibits as items to be provided by the State.

(b) Facilities. The State shall designate space as long as it is available and as provided in the Statement of Work, to house Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing shall observe and comply with all rules and regulations relating to, each of the State Facilities (including hours of operation) used by Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for Contractor's use, or to which Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

(c) Return. Contractor shall be responsible for returning to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

(d) Except as otherwise provided in **Section 2.220**, the State's failure to perform its responsibilities as set forth in this Contract shall not be deemed to be grounds for termination by Contractor. However, Contractor will not be liable for any default or delay in the performance of its obligations under this Contract to the extent such default or delay is caused by nonperformance of the State's obligations under this Contract, provided Contractor provides the State with reasonable written notice of such nonperformance and Contractor uses commercially reasonable efforts to perform notwithstanding the State's failure to perform. In addition, if the State's nonperformance of its responsibilities under this Contract materially increases the time required for Contractor's performance or Contractor's cost of performance, Contractor shall be entitled to seek an equitable extension via the Change Request process described in **Section 2.106**.

2.130 Security

2.131 Background Checks

The Contractor shall authorize the investigation of its personnel proposed to have access to State facilities and systems on a case by case basis. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. Such investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/ditservice/0,1607,7-179-25781-73760--00.html>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.140 Reserved

2.150 Confidentiality

**2.151 Freedom of Information**

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

2.152 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

2.153 Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

2.154 Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.

2.155 No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

**2.156 Remedies**

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

2.157 Security Breach Notification

In the event of a breach of this Section, Contractor shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor shall report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within ten (10) days of becoming aware of such use or disclosure or such shorter time period as is reasonable under the circumstances.

2.158 Survival

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

2.159 Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

2.160 Proprietary Rights**2.161 Ownership**

Ownership of Work Product by State. (Reserved)

2.162 RESERVED - Source Code Escrow**2.163 Rights in Data**

(a) The State will be and remain the owner of all data made available by the State to Contractor or its agents, Subcontractors or representatives pursuant to the Contract. Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of Contractor, nor will any employee of Contractor other than those on a strictly need to know basis have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, Contractor shall only use personally identifiable information as strictly necessary to provide the Services and shall disclose such information only to its employees who have a strict need to know such information. Contractor shall comply at all times with all laws and regulations applicable to such personally identifiable information.

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

2.164 Ownership of Materials

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



owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.165 Standard Software

If applicable and necessary, all Standard Software used in performing the Services shall be provided to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software.

2.166 Pre-existing Materials for Custom Software Deliverables

Neither Contractor nor any of its Subcontractors shall incorporate any preexisting materials (including Standard Software) into Custom Software Deliverables or use any pre-existing materials to produce Custom Software Deliverables if such pre-existing materials will be needed by the State in order to use the Custom Software Deliverables unless (i) such pre-existing materials and their owners are identified to the State in writing and (ii) such pre-existing materials are either readily commercially available products for which Contractor or its Subcontractor, as the case may be, has obtained a license (in form and substance approved by the State) in the name of the State, or are materials that Contractor or its Subcontractor, as the case may be, has the right to license to the State and has licensed to the State on terms and conditions approved by the State prior to using such pre-existing materials to perform the Services.

2.167 General Skills

Notwithstanding anything to the contrary in this Section, each party, its Subcontractors and their personnel shall be free to use and employ its and their general skills, know-how and expertise, and to use, disclose and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of performing the Services, so long as it or they acquire and apply the foregoing without disclosure of any confidential or proprietary information of the other party.

2.170 Warranties And Representations

2.171 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance and operational standards required under this Contract.

(b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.

(e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.



(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor shall not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or such Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(m) All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

(n) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or such department within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of such contract.



2.172 Software Warranties

(a) Performance Warranty

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

(b) No Surreptitious Code Warranty

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

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

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

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

(c) Calendar Warranty

The Contractor represents and warrants that all software for which the Contractor 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 calendar year rollover 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.

(d) Third-party Software Warranty

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



2.173 Equipment Warranty (See Article 1, Warranties)

2.174 Physical Media Warranty

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

2.175 Standard Warranties

(a) Warranty of Merchantability

Deliverables shall be merchantable. All Deliverables shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor on the container or label.

(b) Warranty of fitness for a particular purpose

When Contractor has reason to know or knows any particular purpose for which the Deliverables are required, and when the State is relying on the Contractor's skill or judgment to select or furnish suitable Deliverables, the Contractor warrants that the Deliverables are fit for such purpose.

(c) Warranty of title

Contractor shall convey good title in those Deliverables, whose transfer is right and lawful. All Deliverables provided by Contractor shall be delivered free from any security interest, lien, or encumbrance. Deliverables shall be delivered free of any rightful claim of any third person of ownership, interest, lien or encumbrance.

2.176 Consequences for Breach

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

2.180 Insurance

2.181 Liability Insurance

(a) 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.

All insurance coverages provided relative to this Contract/Purchase Order are 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 specified in this Contract or required by law, whichever is greater.



The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract shall be issued by companies that have been approved to do business in the State.

See http://www.mi.gov/cis/0,1607,7-154-10555_22535---,00.html.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.

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 Purchasing Operations, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED by Contractor, without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:
 \$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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the 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 certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- 4. Employers liability insurance with the following minimum limits:
\$100,000 each accident
\$100,000 each employee by disease
\$500,000 aggregate disease
- 5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
- 6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which shall apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of such office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to the replacement value thereof, where such office space and its contents are under the care, custody and control of Contractor. Such policy shall cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State shall be endorsed on the policy as a loss payee as its interests appear.

(b) Subcontractors

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

(c) Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Purchasing Operations certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 10 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for



required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

2.190 Indemnification

2.191 Indemnification

(a) General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable.

(b) Code Indemnification

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

(c) Employee Indemnification

In any and all claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract 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 provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

(d) Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that 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 patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor 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 to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if 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.

Notwithstanding the foregoing, the Contractor shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the



State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.192 Continuation of Indemnification Obligations

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

2.193 Indemnification Procedures

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

(a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.200 Limits of Liability and Excusable Failure

2.201 Limits of Liability

The Contractor's liability for damages to the State shall be limited to two times the value of the Contract or \$200,000 (for low risk contracts – Select a higher amount for moderate to high risk contracts) which ever is higher. The foregoing limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.



The State's liability for damages to the Contractor shall be limited to the value of the Contract.

Neither the Contractor nor the State shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability shall not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.202 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent such default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of 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 commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay and provided further that 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 Contractor's performance of the Services/provision of Deliverables for more than ten (10) Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State shall not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance shall continue; (b) the State may terminate any portion of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to Contractor, except to the extent that the State shall pay for Services/Deliverables provided through the date of termination.

Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.203 Disaster Recovery

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



2.210 Termination/Cancellation by the State

The State may terminate 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:

2.211 Termination for Cause

(a) In the event that Contractor breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA as defined in **Section 2.076**), 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 (such time period not to be less than thirty (30) days), 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 termination to Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

(b) In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs shall not be considered by the parties to be consequential, indirect or incidental damages, and shall not be excluded by any other terms otherwise included in this Contract, provided such costs are not in excess of fifty percent (50%) more than the prices for such Service/Deliverables provided under this Contract.

(c) In the event the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State shall pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

(d) In the event this Contract is terminated for cause pursuant to this Section, and it is determined, for any reason, that Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

2.212 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least thirty (30) days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause shall cease on the effective date of the termination.

2.213 Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State shall have the right to terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State shall give Contractor at least thirty (30) days advance written notice of termination for non-appropriation or unavailability (or such time as is available if the State receives notice of the final decision less than thirty (30) days before the funding cutoff).



(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise made available, the State may, upon thirty (30) days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in such manner and for such periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of such reduction.

(c) In the event the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor pursuant to this Section, the State shall pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. For the avoidance of doubt, this Section will not preclude Contractor from reducing or stopping Services/Deliverables and/or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.214 Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense incident to the application for, or performance of, a State, public or private Contract or subcontract; convicted of a criminal offense, including 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 Contractor's business integrity.

2.215 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, § 5, and Civil Service Rule 7-1. 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.

2.216 Rights and Obligations Upon Termination

(a) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in Deliverables that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually



performed for the State.

(c) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.217 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

2.218 Contractor Transition Responsibilities

In the event this contract is terminated, for convenience or cause, dissolved, voided, rescinded, nullified, expires or is otherwise rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of this Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed ninety (90) days. These efforts shall include, but are not limited to, the following:

(a) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

(b) Information - The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

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

(e) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates specified by **Exhibit C**. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

(f) Contractor will provide full, complete, and timely cooperation in disengaging the relationship in the event that the Contract expires or terminates.

(g) The Contractor has acknowledged henceforward and agrees to assist the State with all aspects of changeover of service.

(h) Current State provider (s) shall provide the State Program Manager with State account / User contact information. A complete inventory of subscriber phone numbers, owner, responsible agency, equipment types and features will be provided.

(l) Contractor will not interrupt the provision of services to the agencies or any obligations related to disengagement, disable any hardware used to provide Services, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or the agency's ability to conduct its activities,



unless the State agrees that a satisfactory disengagement has occurred.

2.219 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.220 Termination by Contractor

2.221 Termination by Contractor

If the State materially breaches its obligation to pay Contractor undisputed amounts due and owing under this Contract in accordance with **Section 2.090**, or if the State breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for Contractor to perform the Services, and if the State does not cure the breach within the time period specified in a written notice of breach provided to the State by Contractor (such time period not to be less than thirty (30) days), then Contractor may terminate this Contract, in whole or in part based on Statement of Work for cause, as of the date specified in the notice of termination; provided, however, that Contractor must discharge its obligations under **Section 2.250** before any such termination.

2.230 Stop Work

2.231 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this **Section 2.230**. Upon receipt of the stop work order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.210**.

2.232 Cancellation or Expiration of Stop Work Order

If a stop work order issued under this **Section 2.230** is canceled or the period of the stop work order or any extension thereof expires, Contractor shall resume work. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.106**.

2.233 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, such termination shall be deemed to be a termination for convenience under **Section 2.212**, and the State shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.230**.

2.240 Reserved



2.250 Dispute Resolution

2.251 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work shall be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor shall submit a letter executed by Contractor's Contract Administrator or his designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the supporting data provided with such an affidavit are current and complete to Contractor's best knowledge and belief.

2.252 Informal Dispute Resolution

(a) All operational disputes between the parties shall be resolved under the Contract Management procedures developed pursuant to **Section 2.100**. If the parties are unable to resolve any disputes after compliance with such processes, the parties shall meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within sixty (60) calendar days, the Director of Purchasing Operations, DMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within thirty (30) calendar days. The opinion regarding the dispute shall be considered the State's final action and the exhaustion of administrative remedies.

(b) This **Section 2.250** will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or pursuant to **Section 2.253**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work pursuant to the Contract.

2.253 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.252** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is such that the damages to such party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.254 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment shall not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.210** and **2.220**, as the case may be.



2.260 Federal and State Contract Requirements

2.261 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.262 Unfair Labor Practices

Pursuant to 1980 PA 278, 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 PA 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.263 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.270 Litigation

2.271 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions thereto, to which Contractor (or, to the extent Contractor is aware, any Subcontractor hereunder) is a party, and which involves in the opinion of Contractor's Counsel: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement to the Contract Administrator within thirty (30) days of its occurrence. If any Proceeding is deemed not to fall within the notice requirements in this section, but disclosure is requested in good faith by the State's Contract Administrator, then Contractor will respond within thirty (30) days of the request by the Contract Administrator. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. In the event that any such Proceeding disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:



(i) the ability of Contractor (or a Subcontractor hereunder) to continue to perform this Contract in accordance with its terms and conditions, or

(ii) whether Contractor (or a Subcontractor hereunder) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in such Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that:

(A) Contractor and/or its Subcontractors hereunder will be able to continue to perform this Contract and any Statements of Work in accordance with its terms and conditions, and

(B) Contractor and/or its Subcontractors hereunder have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in such Proceeding.

(c) Contractor shall make the following notifications in writing:

(1) Within thirty (30) days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor shall notify the Office of Purchasing Operations.

(2) Contractor shall also notify the Office of Purchasing Operations within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

(3) Contractor shall also notify Purchasing Operations within thirty (30) days whenever changes to company affiliations occur.

2.272 Governing Law

The Contract shall in all respects be governed by, and construed in accordance with, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.273 Compliance with Laws

Contractor shall comply with all applicable state, federal, and local laws and ordinances ("Applicable Laws") in providing the Services/Deliverables.

2.274 Jurisdiction

Any dispute arising from the Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to such jurisdiction on the grounds of lack of personal jurisdiction of such court or the laying of venue of such court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.280 Environmental Provision

2.281 Environmental Provision

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, such construction materials as paint thinners, solvents, gasoline, oil, etc., and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act. This Contract does not cover the handling, removal, or disposal of all Hazardous Materials.

(a) The Contractor shall use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material in accordance with all federal, State and local laws. The State shall provide



a safe and suitable environment for performance of Contractor's Work. Prior to the commencement of Work, the State shall advise Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of such Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, give written notice to the State of the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the affected Work shall be resumed as directed in writing by the State. Any determination by the Michigan Department of Community Health and/or the Michigan Department of Environmental Quality (whichever is applicable) that the Hazardous Material has either been removed or rendered harmless shall be binding upon the State and Contractor for the purposes of resuming the Work. If any such incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.076** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material in accordance with Applicable Laws to the condition approved by applicable regulatory agency(ies). If the Contractor fails to take appropriate action pursuant to Applicable Laws and consistent with the State requirements, then the State may take appropriate action.

2.290 General

2.291 Amendments

The Contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties.

2.292 Assignment

(a) Neither party shall have the right to assign the Contract, or to assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as such affiliate is adequately capitalized and can provide adequate assurances that such affiliate can perform the Contract. Any purported assignment in violation of this Section shall be null and void. It is the policy of the State of Michigan to withhold consent from proposed assignments, subcontracts, or novations when such transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. In the event of any such permitted assignment, Contractor shall not be relieved of its responsibility to perform any duty imposed upon it herein, and the requirement under the Contract that all payments shall be made to one entity shall continue.

2.293 Entire Contract; Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties



with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to such subject matter and as additional terms and conditions on the purchase order shall apply as limited by **Section 2.061**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of **Sections 2.110 through 2.220** of the Contract, which may be modified or amended only by a formal Contract amendment.

2.294 Headings

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

2.295 Relationship of the Parties (Independent Contractor Relationship)

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

2.296 Notices

(a) Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Doug Collier

Office of Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Phone: 517-335-4804
E-mail: collierd1@michigan.gov

with copies to:

Michael Breen

Department of Information Technology
Constitution Hall, 1st Floor N Tower
Lansing, MI 48909
E-mail: breenm@michigan.gov
(517) 241-7720

and

Steve McMahon

Michigan Dept. of Information Technology – Telecommunications
608 W. Allegan
Lansing, MI 48913
Phone: 517-373-6353
E-mail: mcmahons@michigan.gov

Contractor(s):



Name Verizon Wireless
Address 1515 E. Woodfield Road, Suite 1400
Schaumburg, Illinois 60173
Attn: Area General Counsel

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

2.297 Media Releases and Contract Distribution

(a) Media Releases

Neither Contractor nor the State will make any news releases, public announcements or public disclosures, nor will they have any conversations with representatives of the news media, pertaining to the Contract, the Services or the Contract without the prior written approval of the other party, and then only in accordance with explicit written instructions provided by that party. In addition, neither Contractor nor the State will use the name, trademarks or other proprietary identifying symbol of the other party or its affiliates without such party's prior written consent. Prior written consent of the Contractor must be obtained from authorized representatives.

(b) Contract Distribution

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

2.298 Reformation and 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.

2.299 Consents and Approvals

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

2.300 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.

2.301 Survival

Any provisions of the Contract that impose continuing obligations on the parties including the parties' respective warranty, indemnity and confidentiality obligations, shall survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.302 Covenant of Good Faith

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

2.303 Permits

Contractor shall obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.304 Website Incorporation



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

2.305 Taxes

Vendors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes defined in Section 3.022 for all persons involved in the resulting Contract.

The State may refuse to award a contract to any Vendor who has failed to pay any applicable State taxes. The State may refuse to accept Vendor's bid, if Vendor has any outstanding debt with the State. Prior to any award, the State will verify whether Vendor has any outstanding debt with the State.

2.306 Prevailing Wage

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

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

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

Where applicable, Contractor will notify its subcontractors of their obligations under this provision.

2.307 Call Center Disclosure

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

The Verizon Wireless Midwest Area Business Support Center consists of 3 facilities:

Elgin Call Center (Markets: St. Louis, MO; Davenport, IA; Illinois; Kentucky; Kansas City and Wichita, KS; Wisconsin)

800 Number: (800) 922-0204

Fax Number: (847) 289-0872

E-mail address: MW.Business@Verizonwireless.com

Dublin Call Center (Markets: Michigan; Indiana; Ohio)

800 Number: (800) 922-0204



Fax Number: (614) 560-2511
E-mail address: Dublinbscoffline@GL.Verizonwireless.com

Cranberry Woods Call Center:
Monday – Friday 8 a.m. to 7 p.m.
800 Number: (800) 922-0204
Fax Number: (412) 266-7611
E-mail address: CWVvisionBSC@GL.Verizonwireless.com

Due to the complexity of the Verizon Wireless call center response system, calls may be handled by other Verizon Wireless call centers, Verizon wireless will update if new locations are used .

2.308 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a leading edge on the competitive RFP.

2.310 Reserved

2.320 Extended Purchasing

2.321 MiDEAL

Public Act 431 of 1984 permits DMB 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. A current listing of approved program members is available at: <http://www.michigan.gov/doingbusiness/0,1607,7-146-6586-16656--,00.html>. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the local unit of government on a direct and individual basis.

To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

2.322 State Employee Purchases

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. Inasmuch as these are non-state agencies, all invoices will be submitted to and payment remitted by the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services and/or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.



2.330 Federal Grant Requirements

2.331 RESERVED - Federal Grant Requirements

2.40 General Provisions for Wireless Service

2.4.1 Definitions:

2.4.1.1 Equipment: Mobile, transportable, or portable cellular telephones or similar devices and ancillary accessories used by subscribers in conjunction with wireless service.

2.4.1.2 Wireless Service: Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

2.4.2 Equipment Modifications: Absent specific prior written approval from Verizon Wireless, if the State of Michigan, either on its own or through a third party, adds, changes, integrates or uses hardware or software to or with the Equipment ("Modifications"), then Verizon Wireless shall not be responsible for defects, malfunctions, repair, replacement or claims resulting from such Modifications. The State of Michigan may be responsible for any increased usage and charges resulting from such Modifications or from the State of Michigan's illegal or unauthorized use of the Wireless Service or Equipment.

2.4.3 Enhancement of Wireless Service: Due to regulatory provisions regarding Verizon Wireless' network licenses, the State of Michigan shall obtain Verizon Wireless' prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate Wireless Service on Verizon Wireless licensed frequencies. Verizon Wireless may terminate lines of service ("Lines") and, upon Legal Notice as set forth in the "Legal Notices" section below, may terminate this Agreement and pursue any other available remedies if State of Michigan violates this section.

2.4.4 Use of Wireless Service and Equipment: In order to protect the Verizon Wireless network, operations and other customers, Verizon Wireless may suspend or terminate service to affected Lines if the State of Michigan's government-liable basis subscriber ("Government Subscriber") uses the Wireless Service or Equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable calling plan; or (c) in a manner that has an adverse impact on Verizon Wireless' network, operations or customers. If State of Michigan continues using the Wireless Service in such a manner, Verizon Wireless may deny activation to new Lines or, upon Legal Notice as set forth in the "Legal Notices" section below, may terminate this Agreement.

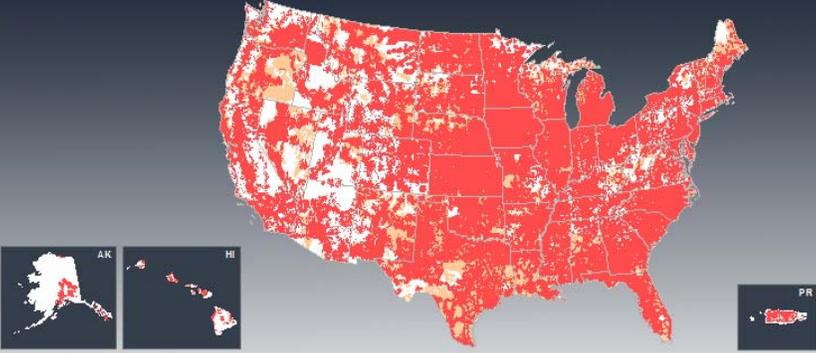
2.4.5 Wireless Service Availability: Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls, caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Wireless Service operation. Wireless Service and/or features may not be available in all areas. Wireless Service is only available within each applicable calling plan rate and coverage area, within the operating range of the wireless systems, and with equipment available to Verizon Wireless customers.

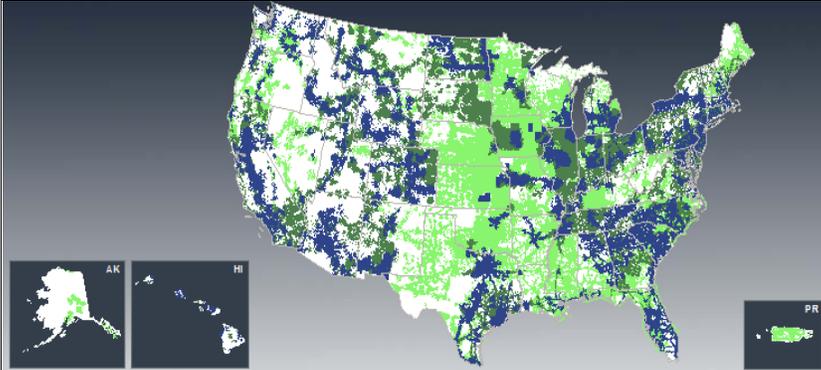


**Exhibit A
Area Coverage Maps**

Please use the following Link to get the most current Coverage's

www.verizonwireless.com/b2c/CoverageLocatorController

<i>Nationwide Rate and Coverage Area</i>	Important Map Information
 <p>Map Legend</p> <ul style="list-style-type: none"> ■ Digital Coverage ■ Analog Coverage ■ No Coverage 	<p>These Coverage Locator maps are not a guarantee of coverage and may contain areas with no service. These maps reflect a depiction of predicted and approximate wireless coverage of the Verizon Wireless Network and the network of other carriers. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including a customer's equipment, terrain, and proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. Some of the coverage area includes networks run by other carriers; some of the coverage depicted is based on their</p>
<i>National Enhanced Services Rate and Coverage Area</i>	



information and public sources and we cannot ensure its accuracy. For further detail on Verizon Wireless' coverage, please visit www.verizonwireless.com/b2c/CoverageLocatorController.

Map Legend

-  Broadband & V CAST
-  Enhanced Services
-  Extended Enhanced Services
-  No Coverage





Important Map Information:

These maps are not a guarantee of coverage and may contain areas with no service. These maps reflect a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability, and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather, that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The State of Michigan Plan and extended national enhanced services rate and Coverage Areas include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.



Exhibit B
Account Rep Info

Contract Administrator

Steven R. Miller
Government Account Manager
Verizon Wireless
Phone (517) 327-0448
Mobile (517) 881-6644
Fax (614) 356-1103
stevenr.miller@verizonwireless.com

Michael Meier
Associate Director Gov't
Verizon Wireless
Mobile (317) 6954-7544
michael.meier@verizonwireless.com



Exhibit C Pricing

Verizon Wireless' Pricing Offer – State of Michigan and MiDEAL Program Government Subscribers

The pricing contained herein is based on the State of Michigan fulfilling all of its Wireless Service needs within the State of Michigan primarily through Verizon Wireless where Verizon Wireless has network coverage. In the event that the State of Michigan does not comply with awarding Verizon Wireless primary carrier, in addition to all other rights, Verizon Wireless reserves the right to discontinue or reduce the discounts and plans offered in this Agreement with thirty (30) days written notice.

State of Michigan' Subscribers must activate service via the Verizon Wireless Extranet or through the Verizon Wireless Business Sales Channel to qualify for the proposed rates.

Monthly Access Fee Discount Schedule - State of Michigan and MIDEAL Program Government Subscribers

Government Subscribers are eligible for monthly access fee discounts on select business calling plans as indicated on such calling plan exhibits included herein. In addition, Government Subscribers qualify for monthly access fee discounts on eligible consumer voice and NationalAccess/BroadbandAccess calling plans throughout Verizon Wireless' Areas with monthly access fees of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess/BroadbandAccess calling plans with monthly access fees of \$34.99 and higher may also qualify to receive the monthly access fee discount. State of Michigan acknowledges that the access fee discount may not be applied to any Subscriber's line having less than a full month's access fee charge in any given month in certain markets due to billing system limitations. Please see the discount schedule below for the Qualifying Subscriber discount percentages:

Qualifying Subscriber Monthly Access Fee Discount
19%
Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess/BroadbandAccess calling plans as applicable, subject to any limitations as indicated elsewhere in this Agreement and any Exhibits. Qualifying data features also receive a discount of 19%.

Equipment Pricing: Handset equipment pricing is based on the Verizon Wireless Full Retail Pricing Matrix. Accessories are discounted 25% off retail price. Some accessories may not qualify for discounts. See your Account Management team for details.

State of Michigan and MiDEAL Program Government Subscriber Flat Rate

This plan not eligible for any additional discounts

Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Long Distance)	Verizon Wireless Long Distance	Home Calling Area*
\$0.00	0	\$0.06	\$0.69	Included for Domestic Long Distance Calls Made from Home Calling Area	State of Michigan

Subscribers may choose the following options for an additional fee

1000 Night and Weekend Minutes	\$5.00 additional monthly access fee per line
1000 In Calling Minutes	\$5.00 additional monthly access fee per line
Unlimited Data Feature	\$29.99 additional monthly access fee per line**



Note: *The Home Calling Area for subscribers with digital equipment and service is all of Michigan. Verizon Wireless reserves the right to move any Subscriber line on this Flat Rate plan that has no usage for three (3) consecutive months to Nationwide Flat Rate Calling Plan. This plan is contingent on State of Michigan awarding Verizon Wireless primary carrier in those markets that Verizon Wireless has network coverage. This plan is only available to the State of Michigan Government and MiDEAL Government Program Subscribers only and not eligible for the State Employees. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature will have the pay as you go feature with OMB and \$0.015 per KB overage/ \$15.36 per MB. A data plan or feature is required to use a BlackBerry device **Not eligible for monthly access fee discounts.

Nationwide Flat Rate Calling Plan	
The Nationwide Flat Rate Calling Plans are NOT eligible for monthly access fee discounts and promotions	
No Domestic Roaming or Long Distance Charges	Mobile Web 2.0 [†]
Monthly Anytime Voice Minutes	Government Subscriber Monthly Access Fee
0	\$11.99
Per Minute Rate	\$0.25
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

State of Michigan Government Subscriber Emergency Phone Program – Voice						
This plan not eligible for any additional discounts.						
Monthly Access Fee	General Airtime Allowance	Per Minute Rate	Nationwide Roaming Rate (includes Domestic Long Distance)	Verizon Wireless Long Distance	Home Calling Area**	Equipment
\$0.01	0	\$16.99 for first minute. \$0.25 for each additional minute	\$0.69	Included for Domestic Long Distance Calls Made from Home Calling Area	Verizon Wireless National Enhanced Services Area	The first two hundred and fifty (250) handsets on this plan will be available at Government Matrix Pricing ¹

Note: This plan is limited to two hundred and fifty (250) total devices on the voice or data emergency phone program. This plan is only available to State of Michigan Subscribers. ¹After the two hundred and fifty Government Matrix Pricing handsets have been exhausted, all subsequent equipment will be available at full retail pricing. This plan includes 3 way calling, call waiting, call forwarding and Caller ID. **The Home Calling Area for this plan is the Verizon Wireless National Enhanced Services Area.



Custom Nationwide for Business Share Plan: Government Subscribers Only	
The Nationwide for Business Calling Plans are eligible for monthly access fee discounts#	
Monthly Access Fee With Sharing	\$34.99
Monthly Access Fee less 19% discount	\$28.34
Home Airtime Minutes	200
Overage Rate	\$0.25 per minute
IN Calling Minutes	Unlimited
Night and Weekend Minutes	Unlimited
Domestic Long Distance	Included
Mobile Web 2.0*	Included
Data Sent or Received*	\$1.99/ MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. This calling plan requires Subscribers to choose a 12 or 24 month Line Term extension. *Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Nationwide for Business Calling Plans					
Nationwide for Business Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:					
Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges			Unlimited Night & Weekend Minutes Mobile Web 2.0*		
Monthly Anytime Voice Minutes	Basic Plan	Basic Plan	Select Plan	Select Plan	Per-Minute Rate After Allowance
		less 19% Discount	✓ Unlimited Messaging†	less 19% Discount ✓ Unlimited Messaging†	
Monthly Access Fee					
450	\$39.99	\$32.39	\$59.99	\$48.59	\$0.25
900	\$59.99	\$48.59	\$79.99	\$64.79	
1350	\$79.99	\$64.79	\$99.99	\$80.99	
2000	\$99.99	\$80.99	\$119.99	\$97.19	
4000	\$149.99	\$121.49	\$169.99	\$137.69	
Data Sent or Received*	\$1.99/ MB				
Share Option	\$5 additional monthly access per line				

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. *Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.



Nationwide Plus Canada Calling Plans

Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:

1000 National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges to Canada and the U.S. (Including Puerto Rico)		1000 Night & Weekend Minutes Mobile Web 2.0 [†]	
Monthly Anytime Voice Minutes	Monthly Access Fee	Monthly Access Fee less 19% discount	Per-Minute Rate After Allowance
450	\$59.99	\$48.59	\$0.45
900	\$79.99	\$64.79	\$0.40
1350	\$99.99	\$80.99	\$0.35
2000	\$119.99	\$97.19	\$0.25
4000	\$169.99	\$137.69	\$0.25
6000	\$219.99	\$178.79	\$0.20
Data Sent or Received*		\$1.99/ MB	

Notes: Current coverage details can be found at www.verizonwireless.com. Anytime minutes, Night and Weekend Minutes, and per minute rates are for use from within the Nationwide Plus Canada rate and coverage area. IN Calling Minutes are for use from within the Nationwide Plus Canada rate in coverage area in the U.S. and Puerto Rico. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Roaming in Canada outside of the Nationwide Plus Canada Rate and Coverage Area is \$0.69 per minute. *Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST VPack, V CAST Mobile TV Select Package, or a Nationwide Premium Calling Plan, megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. †Data sent or received using Mobile Web (including advertising), *Get it Now*, and other applications will be aggregated at the end of each month, rounded up to the nearest whole megabyte, and billed at \$1.99 per megabyte.

Custom Push to Talk Unlimited Calling Plan: Corporate Subscribers

The Push to Talk Unlimited calling plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	\$24.99
Home Airtime Minutes*	0
One to One Push to Talk	Unlimited

Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Nationwide Rate and Coverage Area).

Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time.



Nationwide Email for Business Calling Plans Nationwide Calling Plans are eligible for monthly access fee discounts and promotions (when available) and include:					
Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges			Unlimited Data Allowance for email Unlimited Night & Weekend Minutes		
Monthly Anytime Voice Minutes	Email Plan ✓ voice and email	Email Plan less 19% Discount ✓ voice and email	Email & Messaging Plan ✓ Voice, email, and messaging unlimited text, picture and video messaging	Email & Messaging Plan less 19% Discount ✓ Voice, email, and messaging unlimited text, picture and video messaging	Per-Minute Rate After Allowance
Monthly Access Fee					
450	\$79.99	\$64.79	\$99.99	\$80.99	\$0.25
900	\$99.99	\$80.99	\$119.99	\$97.19	
1350	\$109.99	\$89.09	\$129.99	\$105.29	
2000	\$129.99	\$105.29	\$149.99	\$121.49	
4000	\$169.99	\$137.69	\$189.99	\$153.89	
Share Option	\$5 additional monthly access per line				
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

Government Email <small>Wireless Sync for smartphones or BlackBerry Solution</small> Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts. Government Email Plans and features are eligible for monthly access fee discounts and promotions, when available.				
	As a feature added to an eligible Calling Plan ¹		As a Stand-Alone Calling Plan	
Monthly Access Fee	\$24.99	\$29.99***	\$29.99	\$49.99
Monthly Access Fee less 19% discount	\$20.24	n/a	n/a	\$40.49
Monthly Access Fee With Share Option	n/a		\$34.99	n/a
Monthly Access Fee With Share Option less 19% discount	n/a		\$28.34	n/a
MB Allowance	10 MB	Unlimited	10 MB	Unlimited
Rate After Allowance	\$0.005/ KB (\$5.12/ MB)	n/a	\$0.005/ KB (\$5.12/ MB)	n/a
National Access Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)			
Per Minute Rate ¹¹	Per the Voice Calling Plan		\$0.25 per minute	

CONTRACT #071B8200195



Domestic Long Distance	Included
<p>Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature may 1) choose a \$0.00 access fee feature with OMB and \$0.015 per KB overage/ \$15.36 per MB (Wireless Sync not included, but can be added for \$5.00 monthly fee) or 2) select the data block feature. A data plan or feature is required to use a BlackBerry device. ¹¹Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. ^{**}Not eligible for monthly access fee discounts.</p>	



Personal Email and Web for BlackBerry
Includes BlackBerry internet service compatible with POP3, and IMAP email accounts only.
The Personal Email Plan and feature are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan [†]	As a Stand-Alone Calling Plan
Monthly Access Fee	\$29.99	\$34.99
Monthly Access Fee less 19% discount	\$24.29	\$28.34
MB Allowance	Unlimited	
Rate After Allowance	n/a	
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)	
Per Minute Rate [†]	Per the Voice Calling Plan	\$0.25 per minute
Domestic Long Distance		Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. [†]Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select a Email plan or feature may 1) choose a \$0.00 access fee, pay as you go feature with 0MB and \$0.015 per KB overage/ \$15.36 per MB or 2) select the data block feature. A data plan or feature is required to use a BlackBerry device. ^{**}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance.

BroadbandAccess Data Plans and Features
The BroadbandAccess Data Plans and Features are eligible for monthly access fee discounts and promotions, when available.

	BroadbandAccess*		BroadbandAccess Connect Features		
	With a PC Card or USB Modem, or netelebook with BroadbandAccess Built-in	With a smartphone or BlackBerry	With a BroadbandAccess Connect – capable handset		
Monthly Access Fee	\$39.99	\$47.99***	\$15 [†]	\$30 ^{††}	\$59.99 ^{†††}
Monthly Access Fee less 19% discount	\$28.34	n/a	n/a	\$24.30	\$48.59
Monthly Allowance	50 MB	Unlimited	5 GB (5,120MB)	5 GB (5,120MB)	5 GB (5,120MB)
Per MB Rate After Allowance	\$0.99	N/A	\$0.49	\$0.49	\$0.49

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Monthly Access Fee discounts on these Plans are available for Government Subscribers only. BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadbandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth[®] is not supported with BroadbandAccess Connect. [†]With Nationwide Email Plan or Unlimited Email Feature added to an eligible calling plan. ^{††} With unlimited Email plan or Web and Email for BlackBerry plan or feature. ^{†††}With any qualifying voice calling plan. ***Not eligible for monthly access fee discounts.



BroadbandAccess Wireless Router Solution BroadbandAccess MB Plans						
VZAccess BroadbandAccess Wireless Router Solution Plans are eligible for monthly access fee discounts and promotions, when available.						
Monthly Access Fee	\$39.99	\$59.99	\$99.99	\$149.99	\$249.99	\$549.99
Monthly Access Fee less 19% discount	\$32.39	\$48.59	\$80.99	\$121.49	\$202.49	\$445.49
Monthly Access Fee With Share Option	\$44.99	\$64.99	\$104.99	\$154.99	\$254.99	\$554.99
Monthly Access Fee With Share Option less 19% discount	\$36.44	\$52.64	\$85.04	\$125.54	\$206.54	\$449.54
Data Allowance	40 MB	250MB	450MB	900MB	1800MB	4500MB
Overage Rate Per KB	\$0.001	\$0.0005				
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)					
Per Minute Rate ¹	\$0.25 per minute					
Domestic Long Distance	Included					
Notes: Current coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹ Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. BroadbandAccess Megabyte Plans are only for activation on Primary Router devices approved for use on the Verizon Wireless network. Current Primary Router approved models include the Digi Connect WAN, Digi Connect Port WAN, BlueTree 4600, Airlink Raven-E, Mobile Bridge, and Cisco 3G. Verizon Wireless does not include primary routers as part of its device offerings. Primary Router devices are available from the original equipment manufacturers.						

Nationwide GlobalEmail for Business Calling Plans					
Nationwide GlobalEmail for Business Calling Plans are eligible for monthly access fee discounts and promotions, when available.					
Unlimited National IN Calling Minutes (mobile to mobile) No Domestic Roaming or Long Distance Charges			Unlimited Data Allowance for email Unlimited Night & Weekend Minutes		
Monthly Anytime Voice Minutes	GlobalEmail Plan Voice and email	GlobalEmail Plan less 19% Discount Voice and email	GlobalEmail & Messaging Plan Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	GlobalEmail & Messaging Plan less 19% Discount Voice, email and, messaging ✓ Unlimited Text, Picture and Video Messaging	Per-Minute Rate After Allowance
Monthly Access Fee					
450	\$99.99	\$80.99	\$119.99	\$97.19	\$0.25
900	\$119.99	\$97.19	\$139.99	\$113.39	
1350	\$129.99	\$105.29	\$149.99	\$121.49	
2000	\$149.99	\$121.49	\$169.99	\$137.69	
4000	\$189.99	\$153.89	\$209.99	\$170.09	



Share Option	\$5 additional monthly access per line
International Calling	GlobalPhone rates apply for calls made while traveling internationally. See the Calling Plan and Feature details section. International long distance calling rates from the United States vary by destination.
Notes: Current coverage details can be found at www.verizonwireless.com . The Unlimited Data allowance applies in the United States, Canada, Mexico, and the rest of the world where coverage is available. See attached Calling Plan and Feature Details for important information about calling plans, features and options.	

GlobalEmail Data Plan and Feature Global smartphones or Global BlackBerry
Includes Wireless Sync or BlackBerry Solution compatible with Microsoft Outlook, Lotus Notes, POP3, and IMAP email accounts.
Government and Personal Email Plans and features are eligible for monthly access fee discounts and promotions, when available.

	As a feature added to an eligible Calling Plan ¹	As a Stand-Alone Calling Plan	Pay as you Go
Monthly Access Fee	\$64.99	\$69.99	n/a
Monthly Access Fee less 19% Discount	\$52.64	\$56.69	n/a
Monthly Data Allowance			
United States	Unlimited for e-mail		n/a
Canada			\$0.002 per KB or \$2.05 per MB
Mexico			\$0.005 per KB or \$5.12 per MB
Rest of the World			\$0.02 per KB or \$20.48 per MB
Voice Usage			
Domestic Voice ^{1†}	Per the voice calling plan	25¢ per minute for calls within Nationwide Rate and Coverage Area	Per the voice calling plan
International Voice	Global Phone, and CDMA roaming rates for calls made while traveling internationally		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. ^{††}Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. Data access is always available on smartphone devices. PDA/Smartphone Subscribers who do not select an Email plan or Pay as you Go feature must select the data block feature. A data plan or feature is always required to use a BlackBerry device.

GlobalAccess Data Plan Global PC Card
The GlobalAccess Plan is eligible for monthly access fee discounts and promotions, when available.

	As a Stand-Alone Calling Plan	Pay-Per-Use Plan
Monthly Access Fee	\$129.99	n/a
Monthly Access Fee less 19% Discount	\$105.29	n/a
Monthly Data Allowance and Overage		
United States	5 GB (5,120MB)	Must subscribe to a domestic BroadbandAccess Plan.
Canada	(\$0.49/ MB after allowance)	

CONTRACT #071B8200195



Mexico and Select Destinations	100 MB* (\$0.005/KB or \$5.12/MB after allowance)	0 MB - \$0.005 per KB or \$5.12 per MB
Rest of the World	0 MB (\$0.02/KB or \$20.48/MB)	0 MB - \$0.02/KB or \$20.48 per MB

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. * Total allowance for all applicable destinations.



Verizon Wireless Fleet Administrator SM - State of Michigan Government and MIDEAL Program Subscribers	
Verizon Wireless Fleet Administrator qualifies for monthly access fee discounts.	
Standard Monthly Access Fee	\$49.99
Monthly Access Fee less 19% Discount	\$40.49
MB Allowance	2 MB
Overage Rate Per KB	\$0.015
<p>NOTE: Subject to the NationalAccess terms and conditions. NationalAccess is available in the National Enhanced Services rate and coverage area. See map for details. TXT message terms and conditions apply.</p> <p>NationalAccess: A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that results from Customer's Equipment. Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.</p> <p>Fleet Administrator: Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purposes of installation/de-installation of devices. After hours installation may be subject to an additional fee. Customer will have 30 days to return Equipment for a full refund and cancel service without an Early Termination Fee. A de-installation fee of \$75.00 applies. Equipment return period begins when Equipment is installed or 15 days after billing period begins whichever is earlier. An early termination fee of \$50.00 applies to each Fleet Administrator Subscriber line terminated prior to the expiration of the applicable Line Term. An activation fee of \$15.00 for Government Subscribers selecting twelve (12) month line term agreements, and \$10.00 for Government Subscribers selecting twenty-four (24) month line term commitments. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.</p>	



Calling Plan Optional Features – State of Michigan Government and MiDEAL Program Subscribers

The following features may be added to calling plans. Some calling plans may not allow some features. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

Unlimited IN Messaging (TXT, PIX, & FLIX Messaging)				
Optional Feature Access Fee	\$10.00	\$15.00	\$20.00	
Additional Messages	500	1500	5000	
Overage Rate	\$0.10 per message/ per address			
TXT, PIX, & FLIX Messaging	Optional Feature Access Fee	Included Messages	Overage Rate	
	\$5.00	250	\$0.10 per message/ per address	
Basic Messaging	TXT Messaging			PIX and FLIX Messaging
	\$0.20 Per Message	\$2.99 100 Messages	\$7.99 300 Messages	\$0.25 per message
Overage Rate	\$0.10 per message per address			N/A
Enhanced TXT Downloads	\$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download		\$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download	
V Cast VPak	\$15.00			
Push to Talk	\$10.00 Monthly Access Fee (Cannot be added on to any Flat Rate Calling Plans)			
Mobile Web	\$5.00			
GSM International Roaming Global Phone		Zone 1 Countries	Zone 2 Countries	Zone 3 Countries
	Government Subscribers	\$0.99/ minute	\$1.99/ minute	\$4.79/ minute
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges			
Field Force Manager	Optional Feature Access Fee - Limited*	Optional Feature Access Fee - Basic*	Optional Feature Access Fee – Advanced*	
	\$19.99 per user	\$29.99 per user	\$49.99 per user	
Monthly Access Fee less 19% Discount	n/a	\$24.29 per user	\$40.49 per user	
*May be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.				
Optional Feature rates and packages are subject to change.				

Wireless Phone Insurance Packages

Extended Warranty	\$1.99 per month
Wireless Phone Protection	\$4.99 per month
Total Equipment Coverage	\$5.99 per month



Verizon Wireless is not licensed as an insurance carrier or insurance agent, is not in the business of selling insurance nor is it a reseller of insurance. Subscribers may be able to obtain equipment insurance coverage from a third party insurance provider through Verizon Wireless. The equipment insurance prices charged may vary by the Verizon Wireless Area in which the subscriber is seeking service. Verizon Wireless may terminate, at any time and in its sole discretion, its relationship with a particular insurance provider and substitute other insurance providers, or the provision of insurance altogether, with no liability to Verizon Wireless. Depending on the area in which they receive service, Verizon Wireless subscribers may purchase wireless equipment insurance from Asurion Insurance Services, Inc. or lockline™ LLC, a subsidiary of the Lockton Insurance Company. New Verizon Wireless subscribers have the option of enrolling in a wireless equipment insurance program when they activate service for an additional cost. Existing customers must contact the third party insurance provider or Verizon Wireless Customer Service to enroll. The process will vary depending on the third party insurance provider. The third party insurance provider's policy may cover both equipment and certain wireless accessories. On behalf of the insurance provider, Verizon Wireless will bill each insured line for the insurance coverage, on a monthly basis, via their Verizon Wireless account. Verizon Wireless is providing the use of its billing system as a convenient method for subscribers to pay their monthly insurance premium. Verizon Wireless subscribers may purchase coverage from a third party insurance provider at the point of sale or by contacting the third party insurance provider directly. Additional terms and conditions apply and can be provided by the third party insurance provider upon request.

Push to Talk Unlimited Feature	
The Push to Talk Unlimited Feature is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	\$5.00
One to One and Group Push to Talk	Unlimited
<p>Note: The Push to Talk feature must be added to an eligible calling plan with a monthly access fee of \$34.99 or higher (Push to Talk can also be added to Family SharePlan secondary lines). Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time.</p>	



Verizon Wireless Calling Plan and Features Details - State of Michigan Government and MiDEAL Program Subscribers

Calling Plans and Associated Charges: Government Subscribers may activate Wireless Service on the calling plans included with this Agreement, as well as eligible Verizon Wireless consumer/retail calling plans, subject to the terms of this Agreement. Employee Subscribers may activate Wireless Service on eligible Verizon Wireless consumer/retail calling plans, as well as any calling plan included with this Agreement that specifically allows Employee Subscribers, subject to the terms of the Verizon Wireless retail customer agreement. On Family SharePlan® calling plans, monthly access fee discounts apply only to the primary line of service. Subscribers may take advantage of promotions or purchase Equipment at Government pricing, but this may require a Line Term extension after initial activation. Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access and any activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses **END** or the call otherwise disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free; however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. In order to gain access to coverage in newly expanding markets, Subscribers must periodically dial *228 to update roaming information from voice or PDA devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID: Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Premium Plans: The Premium Plan includes Unlimited Messaging, VCast VPak, VZ Navigator, and Mobile Email. Compatible device required for certain features on in the Premium Plan. VZ Navigator and Mobile Email software must be downloaded to the device from Get it Now. Additional terms and conditions to these software programs apply. If these applications are not downloaded to the device, or if the device is not compatible, if the applications are deleted from the device, the monthly access fee will not be reduced. If the device is replaced, the software downloads are required on the replacement device. If the calling plan is changed from the Nationwide Premium Plan to another calling plan, the software, service, and monthly subscription fee for VZ Navigator and Mobile Email (if these applications were downloaded) will be charged until the subscriptions are canceled from the device.

Unlimited Messaging: Unlimited Messaging, included with the Select and Premium Plans, is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, and Puerto Rico. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. Messaging bundle benefits do not apply to international messages.

Verizon Wireless Calling Plan Included Features ¹	
Call Waiting ^{2,7}	Three Way Calling ^{2,7}
Call Forwarding ^{2,7}	No Answer/ Busy Transfer ⁷
Caller ID ^{3,7}	Basic Voice Mail ^{2,7}
411 Search ^{5,7}	Basic Text Messaging ⁶
Mobile Web ^{2,7,8}	

¹ Not available in some areas.

² Airtime charges apply to all calls simultaneously and to forwarded/ transferred calls even if the call is sent to another wireless phone. Voice mail boxes not initiated within 60 days of activation are cancelled.

³ When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

⁴ Airtime charges apply to message retrieval.

⁵ 411 Search, directory assistance with automatic call completion is subject to a per call fee plus airtime and text charges if applicable. Directory assistance rates are subject to change.

⁶ Text Messaging offered at the prevailing rate, currently \$0.20 per inbound and \$0.20 per outbound message per address \$0.25 for picture messages. Text message charges are subject to change.



⁷Feature not included on NationalAccess and BroadbandAccess Plans at no charge, but are available at the prevailing Verizon Wireless rates.

⁸Mobile Web Alerts are sent as Text Messages and are subject to Text Messaging pricing, terms and conditions. Mobile web is not available on smartphones or the Email and Web for BlackBerry Plans. Unless the a V Cast, or Mobile TV Select Package, or a Nationwide Premium Calling Plans is subscribed to megabytes sent or received (including advertising) will be aggregated each month, rounded up to the next full megabyte, and billed at \$1.99/ MB. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Area. A Push to Talk call is terminated by pressing end or will automatically time out after twenty (20) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the 10-digit phone number of the called party. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the Nationwide Rate and Coverage area. IN calls must originate and terminate while both Verizon Wireless Subscribers are within the IN Calling area. IN Calling is not available (i) to fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the VZGlobal[®] services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID or Caller ID Block is initiated. IN Calling minutes will be applied before Anytime Minutes.*

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

*NOTE: If both Night and Weekend and IN Calling minute allowances apply to a given call, IN Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Text Messaging: Text Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced Text Messages sent to most SMS handsets will be delivered as multiple Text messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. Text Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 20¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using Text Messaging or Enhanced Text Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

IN Messaging: Cannot be combined with any other package that includes a Text or Picture & Video message allowance. IN Messaging applies only to Text/ Picture/ Video messages sent to and received from other Verizon Wireless Subscribers' wireless phones while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ Text Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, and Text/Picture/Video messages sent to non-Verizon Wireless customers, and these messages will be decremented from the Subscriber's Additional Message allowance or billed as overage. Additional Messages may not be applied toward International Text Messaging, which costs 25¢ per message sent and 20¢ per message received; please see www.vtext.com for additional details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes picture and video messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS messages are \$0.25 per message, per address. In addition to the MMS per message charges, MMS uses calling plan Anytime Minutes or kilobytes. Canceling an MMS message after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS message, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS message unless received. An MMS message that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak requires V Cast capable Equipment. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, ESPN MPV, and unlimited MBs for V Cast Video, V Cast Music, Mobile Web 2.0 and Get It Now. Application fees apply for all other Get It Now applications, 3-D games, and music. Premium music clips and video clips are available for an extra charge. V Cast Alerts are sent as Text Messages and are subject to Text Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks, or for (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now[®] and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com.

V Cast Mobile TV: Subscription to V Cast Mobile TV requires V Cast Mobile TV capable Equipment. The V Cast Mobile TV Select and Basic packages include unlimited access to ESPN Mobile TV, NBC News2Go, CBS Mobile, MTV, Nickelodeon, Comedy Central, and Fox Mobile Channel. Parental controls are available. The V Cast Mobile TV Select package also includes a V Cast VPAK. The V Cast Mobile TV Limited package includes Fox Mobile Channel, NBC News2Go, and CBS Mobile. These terms and conditions are in addition to and subject to the V CAST terms and conditions. V CAST Mobile TV coverage required. Service may be interrupted or restricted without notice. Verizon Wireless is not responsible for and does not assume liability for content, including, without limitation, any defamation, obscenity or profanity you may encounter using this service. Content providers, program schedules, menu order, program and channel availability and service functionality may change without notice. Content may not be recorded, stored or redirected to any device other than your phone. Content may include advertisements.

International Long Distance (I-DIAL): International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

Verizon Wireless International Long Distance Value Plan: I-DIAL required to call most countries. Value Plan feature is not available on all Calling Plans. Rates are subject to change without notice. Standard International Long Distance rates apply only on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls made from your Calling Plan's Rate and Coverage Area. If a Subscriber's Calling Plan's Rate and Coverage Area includes Canada and Mexico, calls made from that area to Canadian or Mexican phone numbers, as



applicable, will be billed per the Calling Plan. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries, 1) is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, and surcharges and taxes, which are billed on a pass-through basis; 2) \$0.002 per KB/ \$2.05 per MB in the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas; 3) \$0.005 per KB/ \$5.12 per MB in the Mexican Enhanced Services Rate and Coverage Area. Voice network roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. Text messages cannot be sent to e-mail addresses.

Field Force Manager: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable, GPS enabled, Field Force Manager compatible Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. When purchasing the Field Force Manager feature, Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the VZAccess terms and conditions.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Nationwide Email for Business Plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC, with the exception of the BroadbandAccess Connect Features. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Permitted Uses: VZEmail and VZAccess Plans and Features may be used for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing Government intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

- **Prohibited Uses:** While most common uses for Internet are permitted by a subscriber's Data Plan, there are certain uses that cause network



capacity issues and interference with the network. These are not uses intended for Data Access plans and are therefore prohibited. Examples of prohibited uses include the following: (i) server devices or host computer applications, including, but not limited to, continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications that are broadcast to multiple servers or recipients such as they could enable "bots" or similar routines (as set forth in more detail in (iii) below) or otherwise denigrate network capacity or functionality; (ii) as a substitute or backup for private lines or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate amounts of net traffic that could disrupt net user groups or email use by others; (iv) generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (v) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless Services or other parties' Internet-based resources, including the generation or dissemination of viruses, malware, or "denial of service" (DoS) attacks; (vi) accessing, or attempting to access without authority the information, accounts or devices of others, or to penetrate, or attempt to penetrate, security measures of Verizon Wireless' or another entity's network or systems; or (vii) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time. This means, by way of example only, that using these Data Plans or Features for P2P file-sharing services, web broadcasting, or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. If usage on a Data Plan or Feature that does not include a specific monthly megabyte allowance or that is not billed on a pay-as-you-use basis exceeds 5 gigabytes per account line during any billing period, we reserve the right to reduce throughput speed to a maximum of approximately 200 kilobits per second for up to thirty days. You may assess and monitor your own data usage during a particular billing period, including during the Return Period under your Worry Free Guarantee, by accessing My Account online, or by contacting Customer Service. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment. Verizon Wireless reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Plans or Features in a manner that adversely impacts our network. We may monitor your compliance, or the compliance of other users, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy.]

Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, Good Mobile Messaging Server, and BlackBerry Enterprise Server (BES)): Please contact a Verizon Wireless sales representative for current Server Software Pricing. Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, Good Mobile Messaging Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The Good Mobile Messaging Server is manufactured by and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, Good Mobile Messaging, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, Good Mobile Messaging or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, you may be charged for an incoming Text Message every time you receive an email or other update. To avoid Text Messaging charges, you can set up timed synchronization or manually initiate synchronization. Wireless Sync software updates will be sent to Subscriber devices and will be charged as a data call.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com. NationalAccess roaming is available (i) in the Canadian Broadband and Canadian Enhanced Service Rate and Coverage Areas, and (ii) in the Mexican Enhanced Services Rate and Coverage Areas.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess ManagerSM and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalAccess internet browsing, email, or intranet access applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of OMB (\$0.030/KB) in Tier 2 Countries. Subscribers to NationalAccess and BroadbandAccess Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of speeds to a maximum of approximately 200 kbps. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

Nationwide for Business: (NOTE: Subscribers to Nationwide for Business can share voice minutes across these plans and price points subject to some billing system limitations, these plans share minutes with certain America's Choice share plans.) Sharing on these calling plans is for voice Anytime Minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Government Subscriber minimum is not met at any time. Sharing may only be available among Subscribers



activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused Anytime Minutes will pass to other sharing Subscribers that have exceeded their Anytime Minutes during the same monthly billing period (IN Calling minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on Nationwide for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Plan choosing the Share Option on PDA, Smartphone or BlackBerry devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Plan with the Share Option. Each sharing Subscriber's unused kilobytes will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused kilobytes will be distributed proportionally as a ratio of the kilobytes needed by each applicable Subscriber to the total kilobytes needed by all sharing Subscribers. Plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.



Exhibit D Approved Hardware

Verizon Wireless Equipment Pricing State of Michigan and MiDEAL Program Government Subscribers

State of Michigan and MiDEAL Program Government Subscribers Equipment Pricing					
The following Equipment pricing is available to State of Michigan Government Subscribers only. Verizon Wireless will offer the basic equipment package that consists of a handset, battery, AC adaptor, ear-bud, and belt clip or carrying case with built-in belt clip. The style of ear-bud and belt clip or carrying case will be at Verizon Wireless' discretion.					
Manufacturer/ Brand	Model	10,000+	Manufacturer/ Brand	Model	10,000+
Kyocera	KPC680	\$19.99	RIM	8830 (all colors)	\$249.99
Kyocera	KX444P	\$0.00	Samsung	i760	\$319.99
Kyocera	KX444S	\$0.00	Samsung	i830	\$319.99
LG	VX5400	\$0.00	Samsung	a795	\$69.99
LG	VX8350(all colors)	\$0.00	Samsung	U410	\$0.00
LG	VX8550 (all colors)	\$49.99	Samsung	U340	\$0.00
LG	VX8700	\$149.99	Samsung	u540 (all colors)	\$19.99
LG	VX9400	\$169.99	Samsung	u550	\$39.99
LG	VX8800 (Venus)	\$169.99	Samsung	Juke (u470)	\$69.99
LG	VX10000 (Voyager)	\$269.99	Samsung	u620	\$119.99
LG	VX9900(all colors)	\$99.99	Samsung	Gleam (u700)	\$119.99
Lucent	Mobile Bridge	\$690.00	Samsung	Flipshot (u900)	\$119.99
Motorola	Q (all colors)	\$249.99	Samsung	u740	\$119.99
Motorola	Q9M	\$269.99	Sierra	AC595	\$34.99
Motorola	325i/325xi	\$0.00	Sierra	AC595U (USB)	\$99.99
Motorola	W385	\$0.00	VZW	PC 5740	\$0.00
Motorola	K1M (all colors)	\$149.99	VZW	PC 5750	\$0.00
Motorola	T300	\$0.00	VZW	UM 150 (USB)	\$49.99
Motorola	V3M (all colors)	\$0.00	VZW	USB720	\$0.00
Motorola	VE (RAZR MAXX)	\$169.99	VZW	USB727	\$119.99
Motorola	V9M (RAZR 2)	\$269.99	VZW	V740	\$99.99
Motorola	Z6TV	\$149.99	VZW	XU870	\$169.99
Motorola	Z6C	\$149.99	VZW	XU870/V740 Bundle	\$199.99
Motorola	M800 (Bag Phone)	\$319.99	VZW	PN 820	\$99.99
Palm One Treo	700W, 700WX, 700P/ WOC	\$419.99	VZW	XV6800	\$349.99

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Palm One Treo	755P	\$349.99	VZW	SMT5800	\$269.99
RIM	7130	\$129.99	VZW	Coupe (CDM8630)	\$0.00
RIM	8703e	\$199.99	VZW	8905	\$0.00
RIM	8130 (Pearl, all colors)	\$199.99	VZW	GZ'One Type S (incl. PTT)	\$69.99

For specific product functionality and features please see www.verizonwireless.com. Existing Subscribers individual line terms must be expired or within two (2) months of a 12 month Line Term or (4) months before the expiration of a 24 month Line Term, of expiration to qualify for the above prices. Verizon Wireless reserves the right to replace the above models with comparable models and to add or discontinue models. The above Equipment prices are valid from 5/28/08 through 6/30/08 and are subject to availability. State of Michigan Government Subscribers Equipment purchases in future months will be at the then current Verizon Wireless Government Equipment matrix prices. State of Michigan Government Subscribers can purchase Equipment at Verizon Wireless' national retail prices if they become lower than this matrix provided the Subscriber line meets the consumer offer requirements. When available, State of Michigan Government Subscribers may take advantage of manufacturer sponsored rebates subject to the terms and conditions of such rebates, as applicable; however, Verizon Wireless sponsored rebates are not applicable on prices in this matrix. All services not available in all areas. All devices are not available with all calling plans and features, please visit www.verizonwireless.com for details on device and calling plan/ feature compatibility. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and are not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, State of Michigan Government Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It NowSM, Picture Messaging, and other information or Enhanced Services, are subject to terms of use. See verizonwireless.com for details.

Accessory Discount: Subscribers are eligible to receive a 25% discount off the retail price of qualifying accessories.