



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

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Jm

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

August 18, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into contract with AT&T Corp. of Hanover, MD, Vendor Code 176005, for the provision of Wireless Cellular Telephone and Data Services. This contract shall begin upon Governor and Executive Council approval and end on March 31, 2016. The price limitation of this contract is \$500,000.00.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific accounting unit to cover the requested service.

EXPLANATION

The State currently utilizes three contracts for Wireless Cellular Telephone and Data Services which are set to expire on March 31, 2016. In order to provide for the continuation of these essential services the Department of Administrative Services, through the Bureau of Purchase and Property, released Request for Bid #140-13 on January 4, 2013. The Bid was advertised in a statewide newspaper and on the Bureau of Purchase and Property website. Attached are the results of the bid.

It is the Department's intent to enter into multiple contracts with various vendors in order to ensure optimal coverage and functionality for the utilizing State agencies. After long negotiations over terms and conditions the State and AT&T are presenting this contract for approval. The proposed contract is to be awarded by service type, for cellular voice, voice with data, and smart phone service coverage throughout the United States.

The cellular data services are important to the operation of stationary wireless equipment and mobile devices primarily used by the Department of Transportation, the Department of Environmental Services and the Department of Safety. Based on the foregoing, I am respectfully recommending approval of the contract with AT&T Corp.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

Vendor:	Verizon Wireless				
Packages	Free Minute Plan				Total Award Cost
	100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan	
	A	B	C	D	A+B+C+D

SECTION A: Basic Voice - No Text or Data					
Free incoming calls					
Free mobile to mobile (same carrier)					
Cost	\$24.60	\$27.99	\$44.10	\$55.99	
Qty for Award Purposes	\$400.00	\$100.00	\$100.00	\$50.00	E
Qty x Cost	\$9,840.00	\$2,799.00	\$4,410.00	\$2,799.50	\$19,848.50

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.

The State of NH is exempt from Federal Taxes

ITEM NAME AND DEFINITION	COST
Federal and State Fees	\$14.25
911 charge - .57 x first 25 users	\$754.24
Total	\$768.49 F
Other Charges	\$104.00
Total	\$104.00 G

Use additional sheet if needed

Use additional sheet if needed

TOTAL: (E+F+G) \$20,720.99

Vendor:	Verizon Wireless				
SECTION B: Basic Voice - Including Text and Data					
Free incoming calls					
Free mobile to mobile (same carrier)					
Free unlimited incoming text, Pix and video messages					
Cost	\$24.60	\$27.99	\$44.10	\$55.99	
Qty for Award Purposes	400	100	100	50	
Qty x Cost	\$9,840.00	\$2,799.00	\$4,410.00	\$2,799.50	\$19,848.50

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.

The State of NH is exempt from Federal Taxes

ITEM NAME AND DEFINITION	COST
Federal and State Fees	\$14.25
	\$754.24
Total	\$768.49 F
Other Charges	\$104.00
Total	\$104.00 G

Use additional sheet if needed

Use additional sheet if needed

TOTAL: (E+F+G) \$20,720.99

Vendor:	Verizon Wireless				
SECTION C: Smart Phone with PDA					
Free incoming calls					
Free mobile to mobile (same carrier)					
Free unlimited incoming text, Pix and video messages					
2GB of data Included					
Cost	\$36.99	\$51.99	\$65.99	\$77.99	
Qty for Award Purposes	50	100	150	100	
Qty x Cost	\$1,849.50	\$5,199.00	\$9,898.50	\$7,799.00	\$24,746.00

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 400 incoming/outgoing call minutes within the continental United States.

The State of NH is exempt from Federal Taxes

ITEM NAME AND DEFINITION	COST
Federal and State Fees	\$14.25
	\$835.85
Total	\$850.10 F

Use additional sheet if needed

Other Charges		\$64.00				
Total		\$64.00	G		TOTAL:	(E+F+G) \$25,660.10

Vendor: Verizon Wireless

SECTION D: Basic + Push to Talk

Free incoming calls

Push to Talk Service

Cost	\$29.60	\$29.99	\$46.10	\$58.40	
Qty for Award Purposes	50	100	200	50	
Qty x Cost	\$1,480.00	\$2,999.00	\$9,220.00	\$2,920.00	\$16,619.00

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.

The State of NH is exempt from Federal Taxes

ITEM NAME AND DEFINITION	COST
Federal and State Fees	\$14.25
	\$631.52
Total	\$645.77

Other Charges \$64.00

Total \$710.00 **G** **TOTAL:** (E+F+G) \$17,328.77

Vendor: Verizon Wireless

SECTION E: ISP ACCESS DATA SERVICE COSTS (ASSUME NEW HAMPSHIRE BASED OPERATION)

Do proposed prices reflect WSCA pricing? Yes ___ No ___

There shall be no charge for voice mail services, including delivery and user access minutes using QWERTY Smart phones.

No toll charges will result from calling within the continental United States using QWERTY Smart phones.

There shall be no charges for calls between vendor owned Smart phones.

	Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 50MB	Smart Phone Service 5GB	
QTY	200	300	100	100	
PLAN COST PER DEVICE	\$29.99	\$34.99	\$65.99	\$77.99	
INCOMING MINUTES PER DEVICE	N/A	N/A	500	500	
COST PER INCOMING MINUTE	N/A	N/A	\$0.00	\$0.00	
OUT GOING US MINUTES	N/A	N/A	500	500	
COST PER OUT GOING MINUTE	N/A	N/A	\$0.00	\$0.00	
COST PER TEXT MESSAGE	N/A	N/A	\$0.00	\$0.00	
TOTAL SUPPLEMENTAL CHARGES - FROM BELOW	\$4.00	\$6.00	\$0.00	\$0.00	TOTAL
ISP ACCESS DATA SERVICE COSTS - SUPPLEMENTAL CHARGES	\$5,998.00	\$10,497.00	\$6,599.00	\$7,799.00	\$30,893.00

SECTION E CONTINUED

DEFINE ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" HERE

The State of NH is exempt from Federal Taxes

ITEM NAME AND DEFINITION	COST
Federal and State Fees	
(This block to be completed by the State)	Total \$0.00
Other Charges	\$10.00
(This block to be completed by the State)	Total \$10.00

TOTAL: \$30,903.00

Vendor:		US Cellular				
Packages	Free Minute Plan				Total Award Cost	
	100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan		
	A	B	C	D	A+B+C+D	
SECTION A: Basic Voice - No Text or Data						
Free incoming calls						
Free mobile to mobile (same carrier)						
Cost	\$5.00	\$10.00	\$40.00	\$56.00		
Qty for Award Purposes	400.00	100.00	100.00	50.00	E	
Qty x Cost	\$2,000.00	\$1,000.00	\$4,000.00	\$2,800.00	\$9,800.00	
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.						
The State of NH is exempt from Federal Taxes						
ITEM NAME AND DEFINITION		COST				
Federal and State Fees						
911 charge - .57 x first 25 users						
Total		\$0.00 F				
Other Charges						
Total						
		Use additional sheet if needed				
		Use additional sheet if needed				
Total		G				
					TOTAL: \$9,800.00	

Vendor:		US Cellular				
SECTION B: Basic Voice - Including Text and Data	Free Minute Plan				Total Award Cost	
	100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan		
Free incoming calls						
Free mobile to mobile (same carrier)						
Free unlimited incoming text, Pix and video messages						
Cost	\$24.95	\$29.95	\$48.00	\$64.00		
Qty for Award Purposes	400	100	100	50		
Qty x Cost	\$9,980.00	\$2,995.00	\$4,800.00	\$3,200.00	\$20,975.00	
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.						
The State of NH is exempt from Federal Taxes						
ITEM NAME AND DEFINITION		COST				
Federal and State Fees						
Total		\$0.00 F				
Other Charges						
Total		G				
					TOTAL: \$20,975.00	

Vendor:		US Cellular				
SECTION C: Smart Phone with PDA	Free Minute Plan				Total Award Cost	
	100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan		
Free incoming calls						
Free mobile to mobile (same carrier)						
Free unlimited incoming text, Pix and video messages						
2GB of data included						
Cost	\$30.00	\$35.00	\$64.00	\$60.00		
Qty for Award Purposes	50	100	150	100		
Qty x Cost	\$1,500.00	\$3,500.00	\$9,600.00	\$6,000.00	\$20,600.00	
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 400 incoming/outgoing call minutes within the continental United States.						
The State of NH is exempt from Federal Taxes						
ITEM NAME AND DEFINITION		COST				
Federal and State Fees						
Total		\$0.00 F				
Other Charges						
Total		G				
					TOTAL: \$20,600.00	

Other Charges					
Total	G			(E+F+G)	TOTAL: \$20,600.00

Use additional sheet if needed

Vendor: US Cellular

SECTION D: Basic + Push to Talk					
Free Incoming calls					
Push to Talk Service					
Cost	No Bid	No Bid	No Bid	No Bid	
Qty for Award Purposes	50	100	200	50	
Qty x Cost	#VALUE!	#VALUE!	#VALUE!	#VALUE!	

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.

The State of NH is exempt from Federal Taxes

ITEM NAME AND DEFINITION	COST				
Federal and State Fees					
Total	\$0.00	F			

Other Charges					
Total	G			(E+F+G)	TOTAL: \$0.00

Use additional sheet if needed

Vendor: US Cellular

SECTION E: ISP ACCESS DATA SERVICE COSTS (ASSUME NEW HAMPSHIRE BASED OPERATION)

Do proposed prices reflect WSCA pricing? Yes ___ No ___

There shall be no charge for voice mail services, including delivery and user access minutes using QWERTY Smart phones.

No toll charges will result from calling within the continental United States using QWERTY Smart phones.

There shall be no charges for calls between vendor owned Smart phones.

	Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 50MB	Smart Phone Service 5GB	
QTY	200	300	100	100	
PLAN COST PER DEVICE	\$20.00	\$40.00	\$20.00	\$50.00	
INCOMING MINUTES PER DEVICE	N/A	N/A	500	500	
COST PER INCOMING MINUTE	N/A	N/A	\$0.00	\$0.00	
OUT GOING US MINUTES	N/A	N/A	500	500	
COST PER OUT GOING MINUTE	N/A	N/A	\$0.00	\$0.00	
COST PER TEXT MESSAGE	N/A	N/A	\$0.25	\$0.25	
TOTAL SUPPLEMENTAL CHARGES - FROM BELOW	\$0.00	\$0.00	\$0.00	\$0.00	TOTAL
ISP ACCESS DATA SERVICE COSTS - SUPPLEMENTAL CHARGES	\$4,000.00	\$12,000.00	\$2,000.00	\$5,000.00	\$23,000.00

SECTION E CONTINUED

DEFINE ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" HERE

ITEM NAME AND DEFINITION	COST				
Federal and State Fees					
(This block to be completed by the State) Total	\$0.00				

Other Charges					
(This block to be completed by the State) Total	G			(E+F+G)	TOTAL: \$23,000.00

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 Bid # 1470-13
 DATE: 1/24/13 @ 1:30 PM
 Wireless Cellular & Data Services
 Statewide Contract

Vendor:		AT&T Mobility National Accounts LLC			
Packages	Free Minute Plan				Total Award Cost
	100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan	
	A	B	C	D	A+B+C+D
SECTION A: Basic Voice - No Text or Data					
Free incoming calls					
Free mobile to mobile (same carrier)					
Cost	\$18.75	\$21.75	\$36.00	\$69.99	
Qty for Award Purposes	\$400.00	\$100.00	\$100.00	\$50.00	E
Qty x Cost	\$7,500.00	\$2,175.00	\$3,600.00	\$3,499.50	\$16,774.50
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.					
The State of NH is exempt from Federal Taxes					
ITEM NAME AND DEFINITION		COST			
Federal and State Fees		\$1,174.00			
911 charge - .57 x first 25 users		\$14.25			
Total		\$1,188.25 F			
Use additional sheet if needed					
Other Charges					
Total		G			
					(E+F+G)
TOTAL:					\$17,962.75
Vendor:		AT&T Mobility National Accounts LLC			
SECTION B: Basic Voice - Including Text and Data					
Free incoming calls					
Free mobile to mobile (same carrier)					
Free unlimited incoming text, Pix and video messages					
Cost	\$28.75	\$31.75	\$46.00	\$79.99	
Qty for Award Purposes	400	100	100	50	
Qty x Cost	\$11,500.00	\$3,175.00	\$4,600.00	\$3,999.50	\$23,274.50
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.					
The State of NH is exempt from Federal Taxes					
ITEM NAME AND DEFINITION		COST			
Federal and State Fees		\$2,329.21			
		\$14.25			
Total		\$2,343.46 F			
Use additional sheet if needed					
Other Charges					
Total		G			
					(E+F+G)
TOTAL:					\$25,617.96
Vendor:		AT&T Mobility National Accounts LLC			
SECTION C: Smart Phone with PDA					
Free incoming calls					

Free mobile to mobile (same carrier)					
Free unlimited incoming text, Pix and video messages					
2GB of data Included					
Cost	\$41.75	\$44.75	\$59.00	\$92.99	
Qty for Award Purposes	50	100	150	100	
Qty x Cost	\$2,087.50	\$4,475.00	\$8,850.00	\$9,299.00	\$24,711.50

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on		The State of NH is exempt from Federal Taxes			
ITEM NAME AND DEFINITION	COST				
Federal and State Fees	\$1,729.80				
	\$14.25				
		Use additional sheet if needed			
Total	\$1,744.05	F			
Other Charges					
		Use additional sheet if needed			
Total		G		(E+F+G)	TOTAL: \$26,455.55

Vendor: AT&T Mobility National Accounts LLC

SECTION D: Basic + Push to Talk					
Free incoming calls					
Push to Talk Service					
Cost	\$21.75	\$24.75	\$39.00	\$72.99	
Qty for Award Purposes	50	100	200	50	
Qty x Cost	\$1,087.50	\$2,475.00	\$7,800.00	\$3,649.50	\$15,012.00

ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.		The State of NH is exempt from Federal Taxes			
ITEM NAME AND DEFINITION	COST				
Federal and State Fees	\$1,050.84				
	\$14.25				
		Use additional sheet if needed			
Total	\$1,065.09	F			
Other Charges					
		Use additional sheet if needed			
Total		G		(E+F+G)	TOTAL: \$16,077.09

Vendor: AT&T Mobility National Accounts LLC

SECTION E: ISP ACCESS DATA SERVICE COSTS (ASSUME NEW HAMPSHIRE BASED OPERATION)

Do proposed prices reflect WSCA pricing? Yes ___ No ___

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No toll charges will result from calling within the continental United States using QWERTY Smart phones.

There shall be no charges for calls between vendor owned Smart phones.

	Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 50MB	Smart Phone Service 5GB
QTY	200	300	100	100

PLAN COST PER DEVICE	\$29.99	\$37.50	\$53.00	\$61.43	
INCOMING MINUTES PER DEVICE	N/A	N/A	500	500	
COST PER INCOMING MINUTE	N/A	N/A	\$0.00	\$0.00	
OUT GOING US MINUTES	N/A	N/A	500	500	
COST PER OUT GOING MINUTE	N/A	N/A	\$0.00	\$0.00	
COST PER TEXT MESSAGE	N/A	N/A	\$0.00	\$0.00	
TOTAL SUPPLEMENTAL CHARGES - FROM BELOW	\$0.00	\$0.00	\$0.00	\$0.00	
					:TOTAL
ISP ACCESS DATA SERVICE COSTS – SUPPLEMENTAL CHARGES	\$5,998.00	\$11,250.00	\$5,300.00	\$6,143.00	\$28,691.00
SECTION E CONTINUED					
DEFINE ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" HERE					
ITEM NAME AND DEFINITION	COST	The State of NH is exempt from Federal Taxes			
Federal and State Fees	\$2,008.37				
	\$14.25				
	\$2,022.62				
(This block to be completed by the State) Total					
Other Charges					
(This block to be completed by the State) Total		TOTAL:	\$30,713.62		

Vendor:		Sprint Solutions Inc.				
Packages	Free Minute Plan				Total Award Cost	
	100 Voice Minute Plan	200 Voice Minute Plan	400 Voice Minute Plan	Unlimited Minute Plan		
	A	B	C	D	A+B+C+D	
SECTION A: Basic Voice - No Text or Data						
Free incoming calls						
Free mobile to mobile (same carrier)						
Cost	\$15.99	\$19.99	\$32.99	\$59.99		
Qty for Award Purposes	\$400.00	\$100.00	\$100.00	\$50.00	E	
Qty x Cost	\$6,396.00	\$1,999.00	\$3,299.00	\$2,999.50	\$14,693.50	
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.						
The State of NH is exempt from Federal Taxes						
ITEM NAME AND DEFINITION		COST				
Federal and State Fees		\$1.32				
911 charge - .57 x first 25 users		\$0.57				
		\$2.31				
Total		\$4.20 F				
Other Charges		\$1.50				
		\$0.40				
Total		\$1.90 G				
					(E+F+G)	
TOTAL:					\$14,699.60	

Vendor:		Sprint Solutions Inc.				
SECTION B: Basic Voice - Including Text and Data	Free Minute Plan				Total Award Cost	
	100 Voice Minute Plan	200 Voice Minute Plan	400 Voice Minute Plan	Unlimited Minute Plan		
	A	B	C	D	A+B+C+D	
Free incoming calls						
Free mobile to mobile (same carrier)						
Free unlimited incoming text, Pix and video messages						
Cost	\$22.99	\$26.99	\$39.99	\$59.99		
Qty for Award Purposes	400	100	100	50		
Qty x Cost	\$9,196.00	\$2,699.00	\$3,999.00	\$2,999.50	\$18,893.50	
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 300 incoming/outgoing call minutes within the continental United States.						
The State of NH is exempt from Federal Taxes						
ITEM NAME AND DEFINITION		COST				
Federal and State Fees		\$1.60				
		\$0.57				
		\$2.80				
Total		\$4.97 F				
Other Charges		\$1.50				
		\$0.40				
Total		\$1.90 G				
					(E+F+G)	
TOTAL:					\$18,900.37	

Vendor:		Sprint Solutions Inc.				
SECTION C: Smart Phone with PDA	Free Minute Plan				Total Award Cost	
	100 Voice Minute Plan	200 Voice Minute Plan	400 Voice Minute Plan	Unlimited Minute Plan		
	A	B	C	D	A+B+C+D	
Free incoming calls						
Free mobile to mobile (same carrier)						
Free unlimited incoming text, Pix and video messages						
2GB of data Included						
Cost	\$53.99	\$54.99	\$66.99	\$89.99		
Qty for Award Purposes	50	100	150	100		
Qty x Cost	\$2,699.50	\$5,499.00	\$10,048.50	\$8,999.00	\$27,246.00	
ALL "OTHER FEDERAL FEES" AND "OTHER CHARGES" PER PHONE HERE* If percentage based, enter the cost based on one phone with 400 incoming/outgoing call minutes within the continental United States.						
The State of NH is exempt from Federal Taxes						
ITEM NAME AND DEFINITION		COST				
Federal and State Fees		\$2.67				
		\$0.57				
		\$4.69				
Total		\$7.93 F				
					(E+F+G)	



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Peter C. Hastings
Commissioner

July 31, 2014

Linda M. Hodgdon, Commissioner
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request to enter into a statewide contract as described below and referenced as DoIT No. 2015-046.

To enter into a contract with AT&T Corporation for wireless cell phone and data services, resulting from RFB #1470-13, through March 31, 2016. The amount of the contract shall not exceed \$500,000.

A copy of this letter should accompany the Department of Administrative Services' contract documentation through the approval process.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn

cc: Leslie Mason, DoIT
Paul Rhodes, DAS

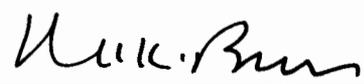
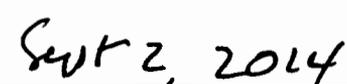
Subject: Wireless Cellular and Data Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name AT&T Corp.		1.4 Contractor Address 7229 Parkway Drive Hanover, MD 21076	
1.5 Contractor Phone Number 617-543-7165	1.6 Account Number N/A	1.7 Completion Date March 31, 2016	1.8 Price Limitation \$500,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  8/7/14		1.12 Name and Title of Contractor Signatory Mark Flister, Sr. Contract Manager (410) 782-2801 mf7988@att.com	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SUPPLEMENTAL TERMS AND CONDITIONS AND SCOPE OF WORK

SUPPLEMENTAL TERMS AND CONDITIONS

I. **PURPOSE.** AT&T Mobility National Accounts LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, with Wireless Cellular and Data Services in accordance with NH State RFB 1470-13 and as described herein.

II. **TERM.** This contract shall commence upon the approval of Governor and Executive Council through March 31, 2016, a period of approximately two (2) years. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and with the approval of Governor and Executive Council, but not to exceed a total length of five (5) years. The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

III. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS.** The Contractor certifies, by execution of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

IV. **CONFIDENTIALITY & CRIMINAL RECORD.** If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done. Contractor will comply with all legally required background check requirements consistent with applicable laws, collective bargaining agreements, privacy concerns and Contractor policies. Where one or more of Contractor's U.S. employees requires direct access to the State's facilities, Contractor will perform a background check on such Contractor Personnel consistent with Contractor's then current U.S. background check and drug screen practices. Contractor will assign only those employees who have successfully completed such tests and upon written request will provide proof of a satisfactory criminal record history of all individuals working on the State's property through background checks conducted. Furthermore, Contractor's employees are bound by Contractor's Employee Confidentiality Agreement which commits Contractor's employees to not take, use or disclose any Proprietary Information of Contractor or of third parties which Contractor has a legal, regulatory or contractual obligation to protect, during or after employment with Contractor.

SCOPE OF WORK

I. **GENERAL.** The Contractor shall complete equipment distribution and turn-up, requiring that all services be fully operable no later than start of business upon commencement of the contract. The State shall not be invoiced for the phones unless used by the State during turn-up. Contractor shall supply only service and equipment for which they are certified representatives and distributors. The Contractor must maintain a staff of fully certified and experienced technicians for the provisioning and maintenance of service. The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All of Contractor's personnel shall observe all regulations or special restrictions in effect at the State Agency with which they are providing service(s).

II. **NETWORK.** Contractor shall provide services including, but not limited to, network technology (i.e. CDMA, GSM, etc.).

III. **COVERAGE MAPS.** Traditional Cellular Telephone Service for voice operational coverage shall be a minimum of 80% of all geographic areas of New Hampshire. ISP Access Data Service for "Smart" phones and wireless "Air Card" coverage for a minimum of 50% of all geographic areas of New Hampshire.

IV. **PORTING OF EXISTING TELEPHONE NUMBERS.** Contractor shall port all lines by start of business upon commencement of the contract.

V. **TYPE(S) OF SERVICE.**

A. **Traditional Cellular Telephone Service, Domestic Use.** Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One free voice device shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in the Exhibit B.

B. **Access Data Services.** Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is second generation (2G), third generation (3G) and fourth generation (4G) service. In addition to SMART phones, a primary use of the service is for Internet access and data transfer through tunneling using "Wireless Air Cards". Contractor shall provide all necessary items including ISP operations, access and equipment when directed by the State. Contractor shall not restrict site address access. The Parties hereby clarify that no second generation or "2G" services will be sold, bought or otherwise provisioned under the Agreement. Equipment provided for use with this service shall be referred to as stationary or mobile data equipment. One free "Wireless Air Card" device or SMART phone depending on request shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in Exhibit B, available under Balance of Product Line. One free device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. The Contractor shall not offer devices that

have not been preapproved by DoIT. Devices supplied to DoIT for preapproval shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

C. Smart Phone Services. A Smart phone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail and web browsing. Phones must be capable of accessing Microsoft Exchange Server and Lotus Notes e-mail and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS and RIM are the only accepted operating systems accepted by the State, though this may change and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this Contract shall be referred to as Smart Phone (SM) equipment. One free "Smart Phone" device for each operating system specified shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in the Exhibit B.

One free "Smart Phone" sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support for a 90 day evaluation and use approval prior to distribution to users. Devices supplied to DoIT for preapproval shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall provide State of NH employees access to the State of NH Mobile Device Management solution at no additional cost or change in plan for State issued smart phones. Agencies may procure services and devices under balance of product line, with prior written approval by the Dept. of Information Technology and Dept. of Administrative Services - Bureau of Purchase and Property, to meet their business requirements.

VI. LICENSES. The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission (PUC). The Contractor must file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Contract are met. The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the Contract shall be nullified; with the State free to engage in an agreement with any Contractor as becomes necessary to continue services without retribution to the original Contractor.

VII. INTRODUCTION OF SERVICES. The Contractor must insure that services do not operate in conflict with alternate service providers. Contractor must provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy upon commencement of the contract in order to insure that the State is not without service for any period of time during transfer of service from an incumbent contractor. Additional equipment shall be provided when requested to support new subscribers after start of contract. Only services requested and authorized by the State shall be replaced. The Contractor shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

VIII. RETENTION OF EXISTING TELEPHONE NUMBERS. The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Contractor shall be responsible to port

over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service.

IX. ORDERING PROCEDURE.

A. Telephoned Requests. State agencies may call the Contractor at any time between 8:00 A.M. and 4:30 P.M., Monday through Friday, to request services. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smart phones. Smart phones shall require prior written approval from the State Department of Information Technology CIO, or their designated approver. No tablets may be purchased through this Contract.

B. Contractor Signature Documents. Any signature forms used by the Contractor to reflect service requests or delivery of service to the State shall refer to the contract number. All other terms and conditions shall be null and void.

C. Purchase Orders. The State may mail or fax Purchase Orders as requests for service. Contractors shall accept State Purchase Orders whenever used.

D. Initial Service Requests. Upon request the Contractor shall contact State agencies to perform a service needs analysis as directed by the State. The Contractor shall meet with each requesting agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. Upon request a complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Administrative, Bureau of Purchase and Property. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

X. ADDITION AND REMOVAL OF USERS. Telephone subscriptions may be added or removed from service at any time during the Contract, with a maximum requirement of a thirty (30)-day or one calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date of this Contract. All provided equipment (telephone, charger, belt-clip, etc.) shall be returned to the Contractor within thirty (30) days of request of line removal.

XI. RETURNS. Authorization credits shall be provided without penalty for faulty equipment. Contractor shall be responsible for all shipping charges for equipment returned. Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days of report of failure. Such service shall be available to State users by placing a single telephone call to the Contractor.

XII. USER TRAINING. The Contractor shall train each user on the operation of the individual telephone, service access and features upon delivery of equipment. Complete training shall be available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State.

XIII. USER DOCUMENTATION. The Contractor shall provide access to user instruction manuals and associated documentation with each telephone provided. Manuals shall include detailed operation of all telephones, accessories and system operations.

XIV. CUSTOMER SUPPORT SERVICES. The Contractor shall provide complete customer support inclusive of the following:

A. Account Management. The Contractor shall provide a single point of contact for the State or its representative. Contractor must work in conjunction with any State contractor regarding the interface of any and all Contractor or State provided and supported communications equipment.

B. Account Team Access. Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor's account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

C. Billing Support. The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving electronic payments from the State.

If Contractor subcontracts any or all of the products and/or services covered by this Contract, the Contractors shall be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor does not release the Contractor of any responsibility. Bills and invoices for products and services must be issued by and payable to the Contractor. Questions related to billing or delivery of service and/or equipment will be handled promptly by the Contractor and not the Contractor's subcontractor(s).

D. Problem Resolution. The Contract shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes, and expedite services. The State shall designate a Contract Administrator who will work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

XV. TECHNOLOGY.

A. Updates to Existing Devices/Services. The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a customer of Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates.

All users shall be notified thirty (30) business days prior to system operation changes, inclusive of equipment updates and software/firmware updates.

In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or sunset certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly, Contractor reserves the right, in its sole discretion, after providing the State with a sixty (60) day notice to discontinue any Product, Service, Business Plan, device or handset without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the

affected Product, Service, Business Plan, device or handset. If Contractor takes any such action, it will provide advance notice reasonably designed to inform the State of such pending action. The form of Contractor's notice may include without limitation, providing written notice to any address listed in the Contract for Customer or any address Contractor uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action. Contractor upgrade equipment prices will be provided in accordance with Contractor's corresponding upgrade policy in effect at the time.

B. Introduction of New Technology. Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract. The presentation of any new service not current in any resulting contract shall require the issuance of a contract amendment after the service is accepted by the State.

XVI. CONFIDENTIAL INFORMATION. The Contractor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

XVII. REPAIR AND INSTALLATION SERVICES. The Contractor shall make service available 24 hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate maintenance to ensure continued operation of all services throughout the duration of the Contract.

A. Toll Free Telephone Number. A toll free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel must be knowledgeable of the contract services and devices as configured for the State.

B. Escalation to Second Level Support. Escalation to second level support shall be provided for trouble reports not addressed and corrected within a twenty-four (24) hour time period.

C. Subcontractor Performance. The Contractor shall be responsible for the performance of any subcontractors that are used.

XVIII. TELEPHONES AND EQUIPMENT. Contractor will make Equipment available for purchase at the discretion of the State pursuant to the terms and conditions of the Agreement. Such Equipment will include traditional Voice Service, "SmartPhones", and/or Wireless Data Service. Contractor will offer at least one (1) piece of Equipment at no cost (except applicable taxes) at all times under the Agreement, subject to Contractor's sole discretion, and availability. The Contractor must provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, and instructional assistance. All user equipment shall be retained as property of the State once delivered to end-users. Equipment may be substituted at any time after equipment review and acceptance by the State.

A. Accessories. All telephones provided by the Contractor shall be complete and ready to use with the following attachments:

- 120 Vac battery charger/adaptor
- 12 Vdc battery adaptor/charger
- Belt clip holster or belt clip carrying case

- Earpiece (ear-bud)

B. Hand Held Portable Telephones. Traditional Cellular Telephones shall be new or like new sets. Telephones shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones proposed for purchase.

C. Push-To-Talk Telephones. Cellular Telephones with half duplex speed-dial communications over the cellular network shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones proposed for purchase.

D. In Vehicle Telephones. Contractor shall provide Auto Adaptor/Conversion kits allowing telephones to be installed in State vehicles. Contractor shall provide access to all labor to install and relocate such equipment as directed by the State. Equipment shall include the following features:

- Hands free talk-back operation
- 12 Vdc vehicle power
- Multiple vehicle installed antenna styles including magnet, glass and permanent mount antennas.

E. ISP Access Data Equipment. Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Contractor must provide a full physical, operating and technical description of each device offered. Contractor shall provide a full range of "smart" cell phones for which they are authorized for, iOS and RIM operating systems are currently the only State accepted operating systems.

F. Existing Equipment. Equipment currently owned by the State, when compatible, will be programmed by Contractor at the State's request. Contractor will also provide operational instructional assistance.

G. Equipment Maintenance and Warranty. Contractor will provide one (1) year equipment warranty with equipment replacement available for each year of the Contract, resulting in complete equipment coverage for the entire duration of the Agreement. Any equipment provided by Contractor pursuant to the Agreement will include the warranty given by the corresponding original equipment manufacturer, passed through to the State by Contractor to the fullest extent allowed by law.

H. Quality of Equipment. All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

I. Insurance. The Contractor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the subscriber and not a requirement of the Contractor.

XIX. SECURITY. The Contractor shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the Contractor shall contact the State and discontinue service for a designated telephone number if directed by the State. Contractor's security and privacy obligations with respect to this Agreement are further described in Contractor's privacy policy, found at www.att.com/privacy.

XX. NATIONAL SERVICE COMPATIBILITY. The service shall be interactive with other Contractors services allowing functionality throughout most areas of the United States.

XXI. INTERNATIONAL SERVICE COMPATIBILITY. Contractor may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis.

XXII. 911 AND FCC SERVICE COMPATIBILITY. Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

XXIII. SERVICE FEATURES. The Contractor shall offer service features as defined below. All offered features shall be clearly defined and priced in Exhibit B Balance of Product Line.

A. Call Forwarding. Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

B. Voice Mail. An answering system allowing calls to forward to an automated message center for call message recording and playback.

C. Text Messaging. Users shall have the ability to send and receive text messages using telephones.

D. Caller ID. Display of originating caller telephone number.

EXHIBIT B

PRICING

The pricing set forth in this Exhibit B reflect the net pricing for these Services, with the Monthly Service Charge Discount (as defined in Exhibit C) having already been applied. Accordingly, the Monthly Service Charge Discount will NOT be re-applied to the prices listed in this Exhibit B. No other discounts provided under the Agreement, or otherwise made available to Contractor's other customers will apply to the pricing set forth in this Exhibit B.

CONTRACT PRICE

The Contractor hereby agrees to provide wireless cellular and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$500,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date through the expiration date set as March 31, 2016.

PRICING:

Basic Voice - No Text or Data

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
\$18.75	\$21.75	\$36.00	\$69.99

Basic Voice - Including Text and Data

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
\$28.75	\$31.75	\$46.00	\$79.99

Smart Phone with PDA

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
\$41.75	\$44.75	\$59.00	\$92.99

Basic + Push to Talk

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
\$21.75	\$24.75	\$39.00	\$72.99

ISP ACCESS DATA SERVICE COSTS

Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 300MB	Smart Phone Service UNLIMITED
200	300	100	100
\$29.99	\$37.50	\$53.00	\$61.43

TELEPHONE AND EQUIPMENT COSTS

ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
Traditional Cellular Telephone	TCT	Pantech or Samsung	Breeze III or Rugby III	No Charge*
Mobile or Stationary Data Access Equipment for PC Laptop support	MS	AT&T MIFI	Liberate	No Charge*
USB Wireless Broadband Card	MS	Samsung	Momentum	No Charge*
Smart Phone	SP	APPLE, RIM, HTC, Samsung	iPhone 4S, Bold 9900	No Charge*
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP			No Charge*
120 Vac Battery Adaptor	TCT//SP	As provided by manufacturer equipment manufacturer		No Charge
12 Vdc battery adaptor/charger	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Belt clip holster or belt clip carrying case	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge

Earpiece (ear-bud)	TCT/SP	As provided by manufacturer equipment manufacturer	No Charge
Screen protector for Smartphone	SP		No Charge

BALANCE OF PRODUCT LINE

ITEM	CATEGORY	DESCRIPTION	COST
	Minutes		
Smart Phone PDA	300	Complete Bundle	\$48.75
Smart Phone PDA	400	Complete Bundle	\$49.61
Smart Phone PDA	600	Complete Bundle	\$61.43
Smart Phone PDA	1,000	Complete Bundle	\$73.13

No State agency shall purchase any device exceeding \$499.99 without prior written approval by the Department of Information Technology CIO and the Commissioner of the Department of Administrative Services.

INVOICE

INVOICING AND REPORTING REQUIREMENTS

Invoices and reports are required throughout the duration of any resulting contract as denoted below.

Monthly Reports

The Contractor shall provide a Monthly Summary Report forwarded to Department of Administrative Services, Bureau of Plant and Property detailing service. Included shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, date of the last usage, equipment provided, telephone "owner", State agency responsible for billing and contact person.

Invoicing Services

Invoicing Services shall consist of the costing of all Contractor provided services. Contractor shall detail all charges and provide extended definitions of itemized charges. Bulked charges shall be rejected by the State. A separate invoice shall be available for each telephone subscribed to each State office. The State may require that multiple telephones be billed on a single account. In such cases, the Contractor shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be prorated by the numbers of days in service when partial month services occur.

Invoice Details

All monthly reports and invoices shall be itemized including details for every Contractor billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

Invoice Corrections

The Contractor shall provide within twenty (20) working days, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to twenty-five (25) days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

Account Balances

The Contractor shall maintain all records of payments, credits and balances.

Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports must reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

Paper

Invoices must be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail or downloadable from an Internet web site.

Electronic Media

Monthly reports shall be provided in electronic PC format with all files provided as Open Data Base Compliant (ODBC) ASCII flat files. All such reports shall be e-mailed to designated contract administrator, or alternate addresses when provided by the State.

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the service plan along with the associated cellular phone number, to the individual agency.

Contractor shall be paid within thirty (30) days after receipt of properly documented. The invoice shall be sent to the address of the using agency under agreement.

Contractor Initials 
Date 8/7/14

EXHIBIT C

SPECIAL PROVISIONS

The State and Contractor (at times, referred to together herein as the "Parties") hereby agree to the following changes to the various documents comprising the Agreement and that such changes take precedence over existing language in those documents.

I. MODIFICATIONS TO GENERAL PROVISIONS

- A. Changes to §5.** The Parties agree that §5 is modified as follows: The last sentence of §5.2 is deleted.
- B. Changes to §6.** The Parties agree that the first sentence of §6.1 is modified by adding the word "applicable" between the words "all" and "statutes".
- C. Changes §8.** The Parties agree that §8 is deleted and replaced with the language set forth in §II, A below.
- D. Changes to §10.** The Parties agree that the last sentence in §10, beginning "The form, subject matter...etc.", is deleted.
- E. Changes to §14.** The Parties agree that §14 is modified as follows:
- 14.1.2** Section 14.1.2 is deleted.
- 14.3** Section 14.3 is deleted and substituted with the following:
- "14.3. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement with the renewal of each of the insurance policies. Contractor and its insurer shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation of policy."
- F. Changes to §15.** The Parties agree that §15.2 is modified by adding the words "performing work under the Agreement" after the phrase "subcontractor or assignee".
- G. Changes to §24.** The Parties agree that original §24 of the General Provisions is re-numbered as "Section 30".

II. ADDITIONS TO GENERAL PROVISIONS

A. The parties acknowledge and agree that the following new §24 is hereby added to the General Provisions:

24. DEFAULT, TERMINATION, CURE AND REMEDIES.

24.1 Default and Termination. If either party fails to perform or observe any material term or condition of this Agreement, then such party will be in default of the Agreement, and the non-defaulting party may terminate the Agreement in accordance with the terms and conditions of §24.2 below.

24.2 Notice and Opportunity to Cure. The party seeking to terminate the Agreement under §24.1 above must notify the defaulting party in writing at least thirty (30) days prior to the proposed termination date. This written notice must specify the default(s) giving rise to the right to terminate the Agreement, and must specify a proposed termination date. The defaulting party will have thirty (30) days in which to cure the default(s), unless such cure period is extended by agreement of the parties. If the default is not cured within this thirty (30) day cure period or any extension thereof, then the Agreement will automatically terminate at the close of business on the termination date specified in the written notice or any agreed extension.

24.3 Remedies. Upon termination for any reason, the parties may seek any remedies available at law or in equity, and the State will pay to Contractor all amounts incurred hereunder as of the termination date.

B. The Parties acknowledge and agree that the following new §25 is hereby added to the General Provisions:

25. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

25.1 Disclaimer of Warranties. CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT CONTRACTOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND INFORMATION. CONTRACTOR DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF, AND THE STATE SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CONTRACTOR IS NOT THE MANUFACTURER OF EQUIPMENT PURCHASED BY OR PROVIDED TO THE STATE IN CONNECTION WITH USE OF THE SERVICE.

25.2 Limitation of Liability.

25.2.1 CONTRACTOR'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS IN THE SERVICE THAT LAST MORE THAN TWENTY-FOUR (24) HOURS, AND NOT CAUSED BY THE STATE'S NEGLIGENCE, WILL IN NO EVENT EXCEED THE RECURRING SERVICE CHARGES FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURS AND CONTINUES. IN NO EVENT SHALL CONTRACTOR BE LIABLE TO CUSTOMER FOR ANY DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERROR OR DEFECTS THAT LAST LESS THAN TWENTY FOUR (24) HOURS.

25.2.2 Section 25.2.1 WILL NOT APPLY TO:

(a) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY CONTRACTOR'S NEGLIGENCE; OR

(b) DAMAGES ARISING FROM CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

25.2.3 NEITHER CONTRACTOR NOR THE STATE WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

25.3 Disclaimer of Liability. CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICE WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY THE STATE OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, END USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK, OR SYSTEMS.

25.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of CONTRACTOR, the State and their respective affiliates, employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this §25 will survive failure of any exclusive remedies provided in this Agreement.

25.5 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

C. The Parties acknowledge and agree that the following new §26 is hereby added to the General Provisions:

26. SERVICE, EQUIPMENT, AND ADDITIONAL PRODUCTS; SALES INFORMATION.

26.1 Service. Contractor, through Carriers, will provide Service to the State and its Users pursuant to the terms and conditions of the Agreement including, without limitation, corresponding Sales Information. Except as otherwise set forth in the Agreement, Service including, without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas is subject to change without notice. Users must qualify for the chosen Service. If a User loses his or her eligibility for a Service, Contractor may change the Service to one for which they qualify. Service is available for purchase only in Contractor Markets, as may be modified by Contractor from time to time.

26.2 Equipment.

26.2.1 Availability. Contractor will provide Equipment and accessories to the State and Users pursuant to the terms and conditions of the Agreement including, without limitation, corresponding Sales Information. Contractor will provide the State and Users with the Equipment at the prices found at the "Equipment" page of the Program Website as may be modified by Contractor from time to time. All references to an Equipment Discount at the Program Website are inapplicable to the Agreement. Contractor will only provide Equipment with Service activated.

26.2.2 General. Subject to availability, and Contractor's receipt of complete order information, Contractor will ship Equipment ordered by the State and/or its User to the address specified in the order within seventy-two (72) hours of Contractor's receipt of the order. Title and risk of loss will pass to the State upon delivery of the Equipment to the address specified in the order. The State is responsible for all phones and other Equipment containing a SIM assigned to it and/or its Users. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. The State is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from Contractor or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of Contractor's wireless network, including those that work while on Contractor's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. Contractor may periodically program Equipment remotely with system settings for roaming service, to direct such Equipment to use network services most appropriate for its Users' typical usage, and other features that cannot be changed manually. Equipment purchased for use on Contractor's system is designed for use exclusively on such system. The State and Users won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. Contractor may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. The State is solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when its Users are traveling internationally with Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

26.3 Additional Products. Contractor may provide Additional Products to the State pursuant to the terms and conditions of the Agreement including, without limitation, corresponding Attachments

and/or Sales Information, all of which are incorporated herein by reference. To the extent the State or User orders or accepts any Additional Product, such entity will be bound by the rates, terms and conditions set forth in the corresponding Attachment and/or Sales Information. In the event Contractor materially modifies an Attachment, the State may opt out of the corresponding Additional Product by providing Contractor with written notice to that effect. If such notice is provided, then Contractor has the option of terminating the corresponding Additional Product immediately, or allowing the State to continue to use the Additional Product under the immediately prior versions of the Attachment for a period of time to be determined solely by Contractor, during which Contractor and the State will cooperate on developing a path towards terminating the State's use of the Additional Product. Contractor represents that, with respect to the Additional Products, Contractor has the authority (a) to sell, resell, sublicense such Additional Products; and/or (b) distribute the corresponding software license agreements, warranty and/or maintenance service terms, as applicable. Title to any software referred to herein remains with Contractor or the corresponding third party.

26.4 Sales Information; Attachments. Service, Equipment and Additional Products are provided to the State and Users subject to the terms and conditions of the Agreement and applicable Attachments and/or Sales Information. The State and/or Users can contact their Contractor account representative for copies of, or references to any such Attachments and/or Sales Information. Any provisions in Sales Information or an Attachment governing Service, Equipment or an Additional Product which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Agreement.

D. The parties acknowledge and agree that the following new §27 is hereby added to the General Provisions:

27. CHARGES AND PAYMENT.

27.1 Charges.

27.1.1 Generally. Monthly service and certain other charges are billed in arrears. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. If Equipment is shipped to the State or a User, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, the State may be charged for Services while the Equipment is still in transit. Contractor may invoice in a format as Contractor determines from time to time. Additional charges may apply for additional copies of invoices. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from "Anytime" monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against a User's "Anytime" monthly minutes in the month in which the calls appear on the corresponding bill. The State also remains responsible for paying the Monthly Service Charge if Service is suspended for nonpayment. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Contractor may make reasonable adjustments and prorations. Service charges may differ by Service Area. Particular

services may incur charges in a different manner than set forth herein, and Contractor will advise the State of any such differences in the corresponding Attachment and/or Sales Information.

27.1.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONTRACTOR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with Contractor's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by Contractor's facilities and the call disconnect signal has been confirmed. All outgoing calls on Contractor's wireless network for which Contractor's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for Contractor to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of Contractor's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

27.1.3 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULLKILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULLKILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CONTRACTOR CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. The State is responsible for all Wireless Data Service usage sent through Contractor's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. If the State of a User chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. Contractor's system will then create a billing

record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Contractor's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by Contractor is limited as provided in the corresponding Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Contractor's wireless network and the wireless networks of other companies with which Contractor has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

27.1.4 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, Contractor imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on Contractor. These fees are not taxes or government-required charges. The State understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon the State, may be increased based upon the government's or Contractor's calculations.

27.1.5 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to Contractor in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, the State will pay the entire undisputed amount of the invoice. Contractor, the State and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Contractor.

27.2 Payment. The State must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its Users' phone number. The State may be billed for multiple types of usage simultaneously. The State must also pay applicable taxes and governmental fees (regardless of whether they are imposed on the State, a User, Contractor or a Carrier) restoral and reactivation charges, and any Other Monthly Charges (as described in herein). For any termination (including when a Number is switched to another carrier), the State will be responsible for payment of all fees and charges through the date the notification of termination is received. Payment is due upon receipt of the invoice. Contractor acknowledges that the State may be tax-exempt. Contractor will accord the proper tax exempt status upon proper establishment of such status. Notwithstanding this tax exempt status, the State must pay any and all taxes, fees, surcharges and other charges incurred under the Agreement not covered by its tax-exempt status.

E. The parties acknowledge and agree that the following new §28 is hereby added to the General Provisions:

28. MISCELLANEOUS.

28.1 Service Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in Contractor Markets and where roaming is available through other carriers (each, a "Service Area"). Contractor may from time to time add or delete Service Areas, and Contractor may terminate Service to a User(s) in any such deleted Service Area if the Service Area deletion affects all of the State's Users. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Contractor does not guarantee uninterrupted Service. Unless prohibited by law, Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Contractor may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, Contractor may interrupt or terminate Service without notice: (a) for any conduct that Contractor believes violates the Agreement or any terms and conditions of a Plan; (b) if the State's representative or a User behaves in an abusive, derogatory, or similarly unreasonable manner with any of Contractor's representatives; and/or (c) if Contractor has reasonable cause to believe that a User's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, Contractor's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

28.2 Processes and Procedures. The State and Users will follow the policies and processes established by Contractor to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. The State authorizes Contractor to provide information about and to make changes to a User's account, including adding new Service, upon the direction of any individual representative of a User able to provide information Contractor deems sufficient to identify such User. Any order for Service that such User's representative submits to Contractor will be binding upon such User pursuant to the terms and conditions of the Agreement. Contractor may reasonably rely on the authority of any person who executes an order on a User's behalf. The State consents to the use by Contractor or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact a User to advise the State or a User about Contractor's Services or other matters Contractor believes may be of interest to the State and/or a User. In any event, Contractor reserves the right to contact the State and/or its Users by any means regarding customer service-related notifications, or other such information.

28.3 Identification and Password. Before the State or a User may use certain Contractor online activation, enrollment, configuration and/or support services, an authorized representative of the State or User must register with Contractor and create a login identification ("ID") and password. Use of this login ID and password will enable the State and/or a User and/or its agents to make certain changes to the corresponding account(s). The State and/or such User is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by

such entity, or issued to such entity by Contractor, for purposes of giving such entity access to activation, enrollment, configuration and support services. Contractor is entitled to rely on information it receives from the State and/or a User and/or its agents and may assume that all such information was submitted by or on behalf of such entity.

28.4 Fraud Prohibited. The State and Users will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If a the State's or a User's Equipment is lost or stolen, such entity can report the Equipment as lost or stolen and suspend Service without a charge by contacting Contractor at the phone number listed on the monthly invoice or at wireless.att.com. The State is responsible for all charges incurred until the State or the User reports the theft or loss to Contractor except as otherwise provided by law, and the State and the Users remain responsible for complying with all other obligations under this Agreement including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if Contractor or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give the State or the User notice of its intent to cancel. In the event the State or the User instructs the Carrier to retain Service, the State will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number. Additionally, the State Entity agrees to adopt, at no additional charge to the State, any reasonable fraud prevention or fraud reduction processes or products recommended by Contractor or, if not adopted by the State, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

28.5 Acceptable Use; Restrictions Regarding Service. All use of Contractor's wireless network and Service is governed by Contractor's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Contractor. Contractor can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

28.6 Ownership. Except as otherwise provided by law, neither the State nor any User has any property rights to any Number and Contractor may change any such Number with reasonable notice to the User. Contractor owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Contractor in the provision of Service to Contractor customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Contractor to maintain control over any transmitting device that operates within Contractor's assigned frequencies. Neither the State nor any of its Users may install any amplifier, enhancer, repeater or other device or system on Contractor's wireless network or frequencies without Contractor's prior written approval.

28.7 Content. The State is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Contractor's systems, including materials, code, data, text (whether or not perceptible by Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Contractor's systems ("Content"). The State has sole responsibility for any losses resulting from the State's or User' downloading, access to, or use of any third-party Content, or from the State's or a User's access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Contractor may permit Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

28.8 Location-Based Services. Contractor collects information about the approximate location of Equipment in relation to Contractor's cell towers and the Global Positioning System ("GPS"). Contractor uses that information, as well as other usage and performance information also obtained from Contractor's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve Contractor's network and the quality of customers' wireless experience. Contractor may also use location information to create aggregate data from which Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. Contractor may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at the State's or User's request) offered by Contractor or third parties that make use of the Equipment's location information ("Location-Based Services"). The State should review, and will advise all of its Users to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. The State and Users may refer to Contractor's privacy policy at att.com/privacy for additional details.

28.9 Definitions. In addition to terms defined elsewhere in the Agreement, these terms have the following meanings in the Agreement:

28.9.1 "Additional Products" means products, services, features, offers, promotions, software applications, hardware, Equipment, accessories, and/or programs offered by Contractor and/or third parties, other than Voice Service, Wireless Data Service, and certain Equipment and accessories.

28.9.2 "Attachment" means Contractor's terms and conditions posted on the Program Website, applicable to corresponding Service, Equipment and/or Additional Product available under the Agreement, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

28.9.3 "Contractor Markets" means a geographic area served by affiliates under common control with Contractor.

28.9.4 "Monthly Service Charge" means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

28.9.5 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

28.9.6 "Plan" means a Contractor Voice Service, Wireless Data Service or other rate plan as set forth in the Contract or Sales Information.

28.9.7 "Program Website" means that certain website found at www.att.com/cda, together with all applicable content found thereon, all of which is incorporated into the Agreement by this reference.

28.9.8 "Sales Information" means Contractor's printed and/or on-line marketing-related materials applicable to Service, Plans, Equipment, and Additional Products provided under the

Contract, as such materials may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

28.9.9 "Service" means commercial mobile radio services (including, without limitation, Voice Service, Wireless Data Service), and Additional Products provided by Contractor pursuant to the Agreement.

28.9.10 "Users" means, with respect to the applicable context in the Agreement, (a) State agencies, municipalities and other entities eligible to purchase Service, Equipment and Additional Products under the Agreement; and (b) individual employees of such entities.

28.9.11 "Voice Service" means wireless voice telecommunications services.

28.9.12 "Wireless Data Service" means wireless data telecommunications services.

F. The parties acknowledge and agree that the following new §29 is hereby added to the General Provisions:

29. TERMS AND CONDITIONS INCORPORATED BY REFERENCE. Services shall be performed in accordance with this Agreement and the following Exhibits which are attached hereto and incorporated herein by reference:

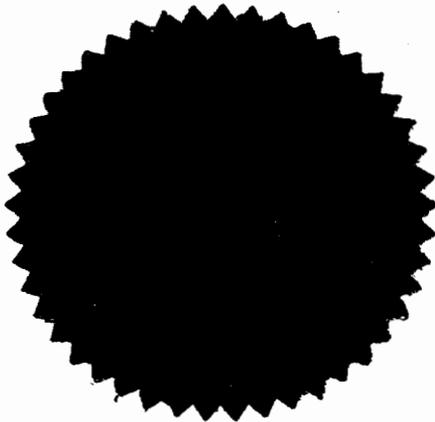
Exhibit A: Supplemental Terms & Conditions and Scope of Work
Exhibit B: Pricing
Exhibit C: Special Provisions

Notwithstanding the foregoing or any language to the contrary elsewhere in the Agreement, in the event of any material conflict between the terms and conditions of the documents comprising this Agreement, the following order of precedence will control: (i) Special Provisions; (ii) General Provisions (p-37); (iii) Supplemental Terms & Conditions and Scope of Work; and (iv) Pricing.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AT&T Mobility National Accounts LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on January 31, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August, A.D. 2014

William M. Gardner
Secretary of State



Jackie Begue
Senior Paralegal and
Assistant Corporate Secretary
Law Department

AT&T Mobility LLC
675 West Peachtree Street
42-090
Atlanta, GA 30375-0001

T: 404-927-9130
F: 404-927-3620
JB5602@att.com
www.att.com

AT&T MOBILITY NATIONAL ACCOUNTS LLC

ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie Begue, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of AT&T Mobility Corporation the Manager of AT&T Mobility National Accounts LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. Section 5.6 of the Company's Limited Liability Company Operating Agreement states as follows:

"The Manager shall have, except as otherwise provided by this Agreement and the requirements of applicable law, the sole, exclusive, full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, including, without limitation, the right and power to appoint individuals to serve as officers of the Company and to delegate authority to such officers."

AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.

2. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."

3. Mark J. Flister, Senior Contract Manager, is authorized and empowered by the Manager of the Company to execute and deliver in the name of and on behalf of the Company any and all documents that may be required by the State of New Hampshire, regarding that certain Agreement for Wireless Cellular and Data Services.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 5th day of August, 2014.


Jackie Begue, Assistant Secretary

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED AT&T Mobility National Accounts LLC One AT&T Plaza 208 South Akard, Room 2731 Dallas, TX 75202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 302341 (OH-WA)
Self-Insured Retentions
OH - \$500,000,000
WA - \$500,000,000

Excess Automobile Liability - MWZX 302130 (MI)
Combined Single Limit - \$9,000,000
Self-Insured Retention - \$1,000,000