



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

Charles M. Arlinghaus  
 Commissioner  
 (603)-271-3201

Joseph B. Bouchard  
 Assistant Commissioner  
 (603)-271-3204

Catherine A. Keane  
 Deputy Commissioner  
 (603)-271-2059

January 17, 2019

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise an option to extend the contract for one (1) year with Celco Partnership d/b/a Verizon Wireless of Basking Ridge, NJ (Vendor No. 177660) for the provision of wireless cellular and data service. The original contract was approved by Governor and Council on June 15, 2016, (Item #94), amended on June 6, 2018 (Item #167), for a period of three (3) years and set to expire on March 31, 2019. The terms and conditions and pricing structure remain the same. Effective upon Governor and Council approval for the period of April 1, 2019 through March 31, 2020.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

**EXPLANATION**

On June 15, 2016 (Item #94) Governor and Council approved a contract with Celco Partnership d/b/a Verizon Wireless for the provision of wireless cellular and data service. This request is to allow for a one year extension so that the Bureau can work with the Department of Information Technology and our vendors to draft an updated Request for Proposal to meet the changing needs of cellular and wireless services.

The benefits of amending the contract shall allow the State agencies the ability to continue current wireless and cellular data services that meet their current business needs.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Celco Partnership d/b/a Verizon Wireless.

Respectfully submitted,

Charles M. Arlinghaus  
 Commissioner



**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/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

January 17, 2019

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

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Celco Partnership d/b/a Verizon Wireless, Basking Ridge, NJ, as described below and referenced as DoIT No. 2016-126B.

This amendment request is to extend the current Verizon Wireless contract for one (1) year under the same prices and conditions by extending the completion date to March 31, 2020 from the original completion date of March 31, 2019, for the purpose of providing the State with a source for wireless cellular services effective upon Governor and Council approval through March 31, 2020.

A copy of this letter should accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/kaf  
DoIT: 2016-126B  
cc: Paul Rhodes, DAS

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN CELLCO PARTNERSHIP d/b/a VERIZON  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR WIRELESS CELLULAR AND DATA SERVICES  
CONTRACT # 8002046**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 11th day of December, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Cellco Partnership d/b/a Verizon (hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement approved by Governor and Executive Council on June 15, 2016, item #94, effective July 1, 2016 and set to expire March 31, 2019, (hereinafter referred to as "the Agreement"), which was first amended on June 6, 2018, item #167, the Contractor agreed to perform certain wireless cellular and data services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 March 31, 2020

2. All other provisions of the Agreement, approved by the Governor and Executive Council on June 15, 2016, item #94, and first amended on June 6, 2018, item #167, shall remain in full force and effect.

CELLCO PARTNERSHIP D/B/A VERIZON  
WIRELESS

By: [Signature]  
Todd Loccisano  
(Print Name)

Executive Director

Title: Enterprise & Government Contracts

Date: December 11, 2018

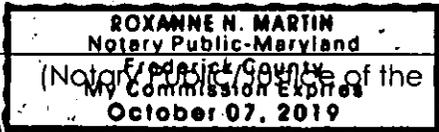
NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 11th day of December, 2018,  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

Todd Loccisano

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.



My commission expires:  
[Signature] 12/11/18  
(Date)

STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: \_\_\_\_\_

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
(Print Name)

Title: J. AAG

Date: 1/28/19

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

Signed: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

# State of New Hampshire

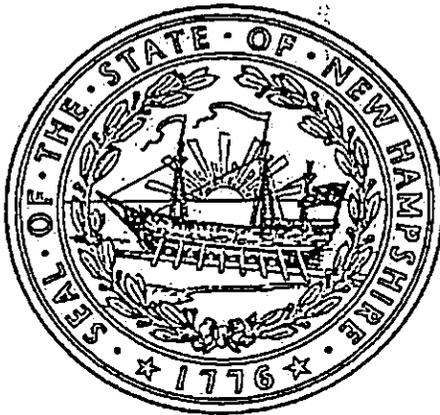
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CELLCO PARTNERSHIP a Delaware Partnership formed to transact business in New Hampshire on September 12, 1995. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 233953

Certificate Number: 0004084002



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Todd Loccisano, Executive Director – Enterprise and Government Contracts, on behalf of Cellco Partnership d/b/a Verizon Wireless, is authorized, under delegation, to execute and deliver that certain Second Amendment to the Contract for Wireless Cellular and Data Services (Contract #8002046), entered into on or about December 11, 2018, by and between The State of New Hampshire, Department of Administrative Services and Cellco Partnership d/b/a Verizon Wireless.

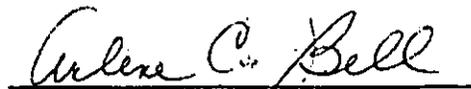
Dated: January 9, 2019

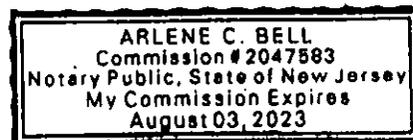
  
Karen M. Shipman  
Assistant Secretary

STATE OF NEW JERSEY

COUNTY OF SOMERSET

On this 9th day of January, 2019, before me, the undersigned notary public, personally appeared KAREN M. SHIPMAN, ASSISTANT SECRETARY of CELLCO PARTNERSHIP, proved to me through satisfactory evidence of identification, which was a corporate photographic identification card, that she, as such Assistant Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

  
Notary Public



State of New Hampshire  
Department of State

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

Verizon Wireless

This is to certify that CELCO PARTNERSHIP, reregistered in this office as doing business under the Trade Name Verizon Wireless, at 180 Washington Valley Rd, Bedminster, NJ 07921 on December 15, 2015.

The nature of business is Retail store location selling cellular telephone products and services.

Expiration Date: December 15, 2020.

Business ID#: 548934

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of July, 2015 A.D.



William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |               |
|--|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New York NY Office<br>One Liberty Plaza<br>165 Broadway, Suite 3201<br>New York NY 10006 USA | <b>CONTACT NAME:</b><br>PHONE (AC. No. Ext): (866) 283-7122      FAX (AC. No.): (800) 363-0105 |  |               |
|  | <b>E-MAIL ADDRESS:</b>   |  |               |
| <b>INSURED</b><br>Cellco Partnership<br>dba Verizon Wireless<br>1095 Avenue of the Americas<br>New York NY 10036 USA                                 | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|  | <b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh                                     |  | 19445         |
|  | <b>INSURER B:</b> New Hampshire Insurance Company  |  | 23841         |
|  | <b>INSURER C:</b> American Home Assurance Co.  |  | 19380         |
|  | <b>INSURER D:</b> Illinois National Insurance Co   |  | 23817         |
|  | <b>INSURER E:</b><br><b>INSURER F:</b>   |  |               |

**COVERAGES**      **CERTIFICATE NUMBER:** 570075007691      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      *Limits shown are as requested*

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|---|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Standard Contractual Liability<br><input checked="" type="checkbox"/> XCU Coverage is Included<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL4611607   | 06/30/2018              | 06/30/2019              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COM/POP AGG \$2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | CA 461-15-19 AOS<br>CA 461-15-20 MA<br>CA 461-15-21 VA<br>See Next Page | 06/30/2018              | 06/30/2019              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION  |           |          |   |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>Y/N   |           |          | WC014590551 AOS   | 06/30/2018              | 06/30/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER   |
| C        | <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>N/A  |           |          | WC014590550 CA  | 06/30/2018              | 06/30/2019              | E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Evidence of Insurance;

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>Cellco Partnership<br>dba Verizon Wireless<br>1095 Avenue of the Americas<br>New York NY 10036 USA | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | <b>AUTHORIZED REPRESENTATIVE</b><br>  |

Holder Identifier: 570075007691      Certificate No: 570075007691



AGENCY CUSTOMER ID: 570000027366

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

|   |           |                                     |  |
|---|-----------|-------------------------------------|--|
| AGENCY<br>Aon Risk Services Northeast, Inc.           |           | NAMED INSURED<br>Cellco Partnership |  |
| POLICY NUMBER<br>See Certificate Number: 570075007691 |           |                                     |  |
| CARRIER<br>See Certificate Number: 570075007691       | NAIC CODE | EFFECTIVE DATE:                     |  |

**ADDITIONAL REMARKS**

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |
| INSURER                       |        |

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE    | ADDL INSD | SUBR WVD | POLICY NUMBER                         | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|----------------------|-----------|----------|---------------------------------------|------------------------------------|-------------------------------------|--------|
|          | AUTOMOBILE LIABILITY |           |          |                                       |                                    |                                     |        |
| A        |                      |           |          | CA 774-22-65<br>NH - Primary          | 06/30/2018                         | 06/30/2019                          |        |
| A        |                      |           |          | CA 774-22-66<br>NH - Excess           | 06/30/2018                         | 06/30/2019                          |        |
|          | WORKERS COMPENSATION |           |          |                                       |                                    |                                     |        |
| D        |                      | N/A       |          | WC014590552<br>FL                     | 06/30/2018                         | 06/30/2019                          |        |
| B        |                      | N/A       |          | WC014590553<br>ME                     | 06/30/2018                         | 06/30/2019                          |        |
| B        |                      | N/A       |          | WC014590549<br>NJ, NY, TX, VA         | 06/30/2018                         | 06/30/2019                          |        |
| B        |                      | N/A       |          | WC014590554<br>MA, ND, OH, WA, WI, WY | 06/30/2018                         | 06/30/2019                          |        |
|          |                      |           |          |                                       |                                    |                                     |        |
|          |                      |           |          |                                       |                                    |                                     |        |
|          |                      |           |          |                                       |                                    |                                     |        |
|          |                      |           |          |                                       |                                    |                                     |        |



# State of New Hampshire

MAY 21 '18 PM 2:42 DAS

167 mc

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

JUN 06 2018  
3-2

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

May 2, 2018

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to amend an existing contract (Contract #8002046) with Cellco Partnership d/b/a Verizon Wireless (VC# 177660), Basking Ridge, NJ for the provision of wireless cellular and data service, by exercising a contract amendment option to amend and add multiple plans that have improved rates and services, effective upon Governor and Council through March 31, 2019. The terms and conditions and pricing structure shall remain the same. The original contract was approved by Governor and Council on June 15, 2016, Item 94.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This request is a result of newly launched custom plans for government subscribers. Multiple plans will be amended and multiple plans will be added that have improved rates and services. This will allow for cellular plans that fit agency needs more efficiently and effectively.

The benefits of amending the contract shall allow the State agencies the ability to obtain wireless and cellular data services for their business needs and improved pricing on existing plans.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Cellco Partnership d/b/a Verizon Wireless.

Respectfully submitted,

Charles M. Arlinghaus  
Commissioner



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

February 27, 2018

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

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a contract with Celco Partnership d/b/a Verizon Wireless, Basking Ridge, NJ, as described below and referenced as DoIT No. 2016-126A.

This amendment request is the result of newly launched custom plans for government subscribers. The amendment will decrease the monthly access fees for certain plans and will add additional Mobile Broadband plans.

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

Sincerely,

Denis Goulet

DG/ik

cc: Heather Kelley, DAS

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR WIRELESS CELLULAR AND DATA SERVICES  
CONTRACT # 8002046**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 30<sup>th</sup> day of March, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Cellco Partnership d/b/a Verizon Wireless (hereinafter referred to as "the Contractor") for Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement effective July 1, 2016 set to expire March 31, 2019, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain wireless cellular and data services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Pricing, Smart Phone with PDA plan, 1,000 Minute Plan Voice Minute Plan +5GB Data, is deleted and replaced with the following pricing plans:

|  |
|--|
| <i>Unlimited Plan for Smartphones – Government</i> |
| \$70.00  |

|  |
|--|
| <i>Custom 4G Verizon Unlimited Smartphone Plan for Public Sector</i> |
| \$50.05  |

2. Amend Pricing, to add the following Pricing Plans:

|   |
|---|
| <i>Custom Flat Rate Mobile Broadband – Government, Unlimited Data, Limited up to 600 kbps</i> |
| \$34.99   |

|   |
|---|
| <i>Custom Mobile Broadband Plan II – Government, Unlimited Data</i> |
| \$44.99   |

3. Amend , Balance of Product Line to add the following Pricing Plans:

International Options **Monthly** Feature: Mexico and Canada

|                 |                 |                   |                   |                   |
|-----------------|-----------------|-------------------|-------------------|-------------------|
| 0 Voice Minutes | 0 Voice Minutes | 100 Voice Minutes | 250 Voice Minutes | 500 Voice Minutes |
| 100MB           | 250MB           | 100MB             | 250MB             | 1GB               |
| \$10.00         | \$20.00         | \$15.00           | \$23.10           | \$20.25           |

International Options **Monthly Recurring** Feature: Mexico and Canada

|                 |                 |                   |                   |                   |
|-----------------|-----------------|-------------------|-------------------|-------------------|
| 0 Voice Minutes | 0 Voice Minutes | 100 Voice Minutes | 250 Voice Minutes | 500 Voice Minutes |
| 100MB           | 250MB           | 100MB             | 250MB             | 1GB               |
| \$10.00         | \$20.00         | \$15.00           | \$23.10           | \$20.25           |

International Options **Monthly** Feature: 140+ Countries

|                 |                 |                   |                   |
|-----------------|-----------------|-------------------|-------------------|
| 0 Voice Minutes | 0 Voice Minutes | 100 Voice Minutes | 250 Voice Minutes |
| 100MB           | 250MB           | 100MB             | 250MB             |
| \$19.25         | \$38.50         | \$30.80           | \$65.45           |

International Options **Monthly Recurring** Feature: 140+ Countries

|                 |                 |                   |                   |
|-----------------|-----------------|-------------------|-------------------|
| 0 Voice Minutes | 0 Voice Minutes | 100 Voice Minutes | 250 Voice Minutes |
| 100MB           | 250MB           | 100MB             | 250MB             |
| \$19.25         | \$38.50         | \$30.80           | \$65.45           |

All other provisions of the Agreement, approved by the Governor and Executive Council on June 15, 2016 shall remain in full force and effect.

Cellco Partnership d/b/a Verizon Wireless

By: [Signature]

Todd Loccisano

(Print Name)

Executive Director

Title: Enterprise & Government Contracts

Date: March 30, 2018

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 30th day of March, 2018,  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Todd Loccisano

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires:

11/5/20

(Date)

JANELLE ROBERTS WIGGINS  
NOTARY PUBLIC  
BALTIMORE COUNTY  
MARYLAND  
MY COMMISSION EXPIRES NOV. 5, 2020

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus

(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 5-17-18

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Dianne Martin

(Print Name)

Title: Senior Assistant Attorney General

Date: 5/21/18

The foregoing contract was approved by the Governor and Council of New Hampshire on

JUN 06 2018

Signed: [Signature]

**DEPUTY SECRETARY OF STATE**

94 *DM*

JUN 09 15 4:11:13 PM



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

VICKI V. QUIRAM  
Commissioner  
(603)-271-3201

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

June 6, 2016

Her Excellency, 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 Celco Partnership d/b/a Verizon Wireless of Basking Ridge, NJ, Vendor Code 177660 P001, 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, 2019. The price limitation of this contract is \$2,500,000.00.

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

**EXPLANATION**

The State currently utilizes four contracts for Wireless Cellular Telephone and Data Services which are set to expire on June 30, 2016. In order to provide for the continuation of these essential services the Department, through the Bureau of Purchase and Property, released a solicitation for bids on January 6, 2016. The Bid was advertised in a statewide newspaper and on the 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. This is one of four contracts that the Department intends to bring forward for approval.

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 Celco Partnership d/b/a Verizon Wireless.

Respectfully Submitted,

Vicki V. Quiram  
Commissioner



**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/doi

**Denis Goulet**  
*Commissioner*

June 7, 2016

Vicki V. Quiram, Commissioner  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Quiram:

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. 2016-126.

To enter into a contract with Celco Partnership d/b/a Verizon Wireless, Basking Ridge, NJ for wireless cellular and data services, resulting from RFB #1812-16, through March 31, 2019. The amount of the contract shall not exceed \$2,500,000.

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, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/mh

cc: Paul Rhodes, DAS

Subject: \_\_\_\_\_

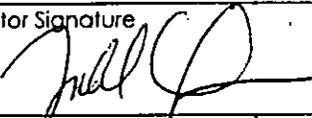
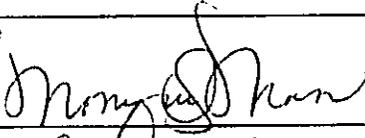
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |                           |  |  |
|--|---------------------------|--|--|
| 1.1 State Agency Name<br>Department of Administrative Services   |                           | 1.2 State Agency Address<br>25 Capitol St.<br>Concord, NH 03301  |  |
| 1.3 Contractor Name<br>Cellco Partnership d/b/a Verizon Wireless   |                           | 1.4 Contractor Address<br>One Verizon Way<br>Basking Ridge, NJ 07920   |  |
| 1.5 Contractor Phone Number<br>617-780-3896  | 1.6 Account Number<br>N/A | 1.7 Completion Date<br>March 31, 2019  | 1.8 Price Limitation<br>\$2,500,000.00 |
| 1.9 Contracting Officer for State Agency<br>Paul Rhodes  |                           | 1.10 State Agency Telephone Number<br>603-271-3350   |  |
| 1.11 Contractor Signature<br>  |                           | 1.12 Name and Title of Contractor Signatory<br>Todd Loccisano- Executive Director,<br>Enterprise and Government Accounts |  |
| 1.13 Acknowledgement: State of <i>Maryland</i> , County of <i>Anne Arundel</i><br>On <i>31 May 2016</i> , 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<br><div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     (Seal) <b>Monique D. Mason</b><br/>                     NOTARY PUBLIC<br/>                     Anne Arundel County, Maryland<br/>                     My Commission Expires 8/29/2016                 </div> <div style="text-align: center;">  </div> </div> |                           |  |  |
| 1.13.2 Name and Title of Notary Public or Justice of the Peace<br><i>Monique D. Mason, Notary Public</i>   |                           |  |  |
| 1.14 State Agency Signature<br>Date:   |                           | 1.15 Name and Title of State Agency Signatory<br>Vicki V. Quiram, Commissioner   |  |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i><br>By: _____ Director, On: _____  |                           |  |  |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br>By: _____ On: _____  |                           |  |  |
| 1.18 Approval by the Governor and Executive Council <i>(if applicable)</i><br>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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 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 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**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  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Cellco Partnership d/b/a Verizon Wireless. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Wireless Cellular Telephone and Data Services in accordance with the bid/proposal submission in response to State Request for Bid #1812-16 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1812-16

**3. TERM OF CONTRACT**

This Contract shall commence upon July 1, 2016 or the approval of Governor and Executive Council, whichever is later, and shall terminate on March 31, 2019, a period of approximately two (2) years and nine (9) months, unless extended for additional terms.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

The Contractor shall perform all services according to the requirements and specifications of this Contract.

**NETWORK**

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

**COVERAGE**

The Contractor services shall cover a minimum of the following geographic areas for each proposed service. The Contractor shall also ensure same coverage is available 99% of the time for the respective geographic area. Contractor shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers:

- Traditional Cellular Telephone Service for voice operational coverage shall be 80% of all geographic areas of New Hampshire. ;
- ISP Access Data Service for SmartPhones and wireless "Air Card" coverage for 70% of all geographic areas of New Hampshire;

## PORTING OF EXISTING TELEPHONE NUMBERS

Contractor shall port all lines by start of business on June 30, 2016.

## TYPE OF SERVICE

- 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 any Exhibit B.
- Access Data Services  
Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is third generation (3G) fourth generation (4G) service and fifth generation (5G).
- SmartPhone Services  
A SmartPhone 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 are the only accepted operating systems, 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 SmartPhone (SM) equipment. One free SmartPhone device for each operating system specified shall be offered for each user one time per line. The free device must sustain the End of Life support of the SmartPhone's manufactures as it relates to update support. For example, if a device is not able to update to the latest OS then a new free device must be provided even if outside the two year replacement window. Otherwise devices shall be eligible for upgrade at prices included in the Contract.

One free SmartPhone 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 shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall provide State liable users with access to the State's Mobile Device Management solution at no additional cost.

## 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. 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 Contractor shall have the right to cure within 30 days of receipt of written notification from the State. Subsequently if the Contractor is unable to cure, this contract shall be nullified; with the State free to engage in an agreement with any Vendor as becomes necessary to continue services without retribution by the original Contractor.

#### 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 prior to June 30, 2016 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 the Contract. Only services requested and authorized by the State shall be replaced. The Contractor shall communicate with State agency contacts and State users for coordination with the distribution of equipment.

#### 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.

#### ORDERING PROCEDURE

##### Telephoned Requests

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

- Contractor Signature Documents  
Any signature forms used by the Contractor to reflect service requests or delivery of service by the Contractor to the State shall refer to the Contract number.
- Purchase Orders  
The State may email, mail, or fax Purchase Orders as requests for service. Contractor shall accept State Purchase Orders whenever used.
- Initial Service Requests  
The Contractor shall contact State agencies to perform a service needs analysis as directed by the State at the initiation of the Contract. The Contractor shall meet with each designated 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. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Safety Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

- 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 30-day or one calendar-month activation period with no termination liability. All service agreements shall be coterminous with the termination date of the Contract. All provided equipment (telephone, charger, belt-clip, etc.) shall be returned to the Contractor within 30 days of request of line removal.

- Returns

Return 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 from notification of failure. Such service shall be available to State users by placing a single telephone call to the Contractor.

#### 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.

- User Documentation

The Contractor shall provide instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Manuals that include detailed information of the operation of telephones, accessories and system operations can also be made available through the Contractor's website.

#### CUSTOMER SUPPORT SERVICES

The Contractor shall provide complete customer support inclusive of the following:

- 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 vendor regarding the interface of any and all Contractor or State-provided and supported communications equipment.

- Account Team Access

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

- 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 Contractor shall be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor does not release the selected 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 subcontractor(s).

- Problem Resolution

The Contractor 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 Contract Administrator shall work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a Contract pending resolution of any controversy that arises regarding services to be provided pursuant to this Contract or take other action deemed necessary.

### TECHNOLOGY UPDATES

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 (upgrades level of service and features; e.g. State upgrades base phone to a SMART phone service with web/data access) and for the replacement of another while remaining a customer of that same Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates performed at the discretion of the Contractor.

All users shall be notified sixty (60) business days prior to system operation changes, (inclusive of equipment updates and software/firmware updates if available.)

### 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.

### 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, data usage, telephone minute usage, date of the last usage, equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. The State shall not be required to use any Contractor associated website as the main source to gather this information, though website access can be made available as an additional option.

The report shall also highlight any device that has been inactive for 60 days or more. That State shall work with the agency and Contractor to determine if these devices shall be removed from service.

- Report Delivery Timeframe  
Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle.
- 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.

**REPAIR AND INSTALLATION SERVICES**

Contractor shall repair network operations, support replacement equipment and correct failed network services 24 hours per day, 7 days per week, 52 weeks per year. Toll free number must be answered at all times, with technical support and phone replacement support available 24 hours per day, 7 days per week, 52 weeks per year.

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.

Escalation to Second Level Support

Escalation to second level support shall be provided for trouble reports not addressed and corrected within a 24 hour time period.

**PRIME CONTRACTOR**

Contractor warrants that they are the prime Contractor for the business solicited in this Contract.

Subcontractor Performance

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

**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, any such change shall be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not currently in the Contract shall require the issuance of a Contract amendment after the service is accepted by the State.

**TELEPHONES AND EQUIPMENT**

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, SmartPhones, and Data services. The Contractor shall also offer equipment for purchase at the discretion of the State. The Contractor must provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation 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.

- 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
- Universal headset
- Screen protectors for SmartPhones

• 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. One (1) base phone shall be provided at no charge per service government end-user, make and model per Contractor's sole discretion, with optional feature phones proposed for purchase.

• 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 SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved device is the iOS).

• Machine-to-Machine

Contractor shall provide services allowing wireless and wired systems; such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

• Bluetooth Equipment

Contractor shall offer devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall be offered at a minimum discount, listed in Exhibit B for the entire term of any the Contract.

• Existing Equipment

Equipment currently owned by the State, when compatible, shall be serviced by the Contractor. Services shall include equipment programming, repair as available from the Contractor, removal and installation of equipment in State vehicles, and operational instructional assistance.

• Equipment Maintenance and Warranty

The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. All equipment shall remain fully functional throughout the duration of the Contract. Any equipment purchased by the State shall be provided with a three (3) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified like new device. Replacement shall be provided within three (3) State business days of report. It will be acceptable through the course of the Contract to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As an alternative, the Contractor may propose one year equipment warranty with equipment replacement available for each year of the Contract, resulting in complete equipment coverage for the entire duration of the Contract.

If there are no available appropriated funds for more than thirty (30) days, the Contractor may terminate this Agreement with thirty (30) days prior written notice to the State. To the extent that Contractor terminates the Agreement pursuant to this Section, the State agrees that any handset or equipment provided under the Agreement in the previous six (6) months will be returned to Contractor. The State remains responsible for any charges incurred for the products and services delivered that are not funded, including charges for products and services ordered before funds are committed and/or to the extent that funding is not approved.

- 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.

- 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.

- 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.

#### NATIONAL SERVICE COMPATIBILITY

The service shall be interactive with other vendor services allowing functionality throughout most areas of the United States.

#### 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.

#### E911 AND FCC SERVICE COMPATIBILITY

Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

#### SERVICE FEATURES

The Contractor shall offer service features as defined below. All offered features are defined and priced in Exhibit B Balance of Product Line.

##### 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.

##### Voice Mail

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

Text Messaging

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

Caller ID:

Display of originating caller telephone number.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. Within 30 days of receipt of written notification from the State, the Contractor shall replace in satisfactory condition within a reasonable period of time as mutually agreed upon by both parties; all defective work and damages to any part of a building or its appurtenances rendered thereby when caused by the acts or omissions of Contractor's employees, equipment or supplies in the performance of work under this contract. Upon failure of the Contractor to proceed promptly with the necessary corrections as mutually agreed, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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 personnel shall observe all regulations or special restrictions in effect at the State Agency.

**5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice with no termination liability.

**6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide wireless cellular telephone and data services strictly pursuant to, and in conformity with, the specifications described in State RFB #1812-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature 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.

**8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14.

Contractor Initials     *JF*      
Date     5-31-16

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide wireless cellular telephone and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$2,500,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2019.

Pricing does not include federal, state, local or foreign tax, fees, assessments or other charges (collectively "taxes"); which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Taxes and other fees vary by state and local areas and are subject to change without notice.

**2. PRICING STRUCTURE**

**Basic Voice - No Text or Data**

|                                |                             |                             |
|--------------------------------|-----------------------------|-----------------------------|
| 100<br>Voice<br>Minute<br>Plan | 200 Voice<br>Minute<br>Plan | Unlimited<br>Minute<br>Plan |
| \$24.00                        | \$27.99                     | \$54.99                     |

**Basic Voice - Including Text and Data**

|                                |                             |                             |
|--------------------------------|-----------------------------|-----------------------------|
| 100<br>Voice<br>Minute<br>Plan | 200 Voice<br>Minute<br>Plan | Unlimited<br>Minute<br>Plan |
| \$24.00                        | \$27.99                     | \$54.99                     |

**Smart Phone with PDA**

|  |  |   |
|--|--|---|
| 400<br>Voice<br>Minute<br>Share<br>Plan +<br>5GB<br>Data | 600 Voice<br>Minute<br>Share Plan<br>+ 5GB<br>Data | Unlimited<br>Voice<br>Minute<br>Plan +<br>5GB<br>Data |
| \$50.99  | \$64.99  | \$85.00   |

**ISP ACCESS DATA SERVICE COSTS**

|  |  |  |
|--|--|--|
|  | Mobile or<br>Stationary<br>Data<br>Access<br>Service | Mobile or<br>Stationary<br>Data<br>Access<br>Service 5GB |
|--|--|--|

|                             |                    |         |
|-----------------------------|--------------------|---------|
|                             | 2GB Pooled Tablets | Pooled  |
| PLAN COST PER DEVICE        | \$29.99            | \$34.99 |
| INCOMING MINUTES PER DEVICE | N/A                | N/A     |
| COST PER INCOMING MINUTE    | N/A                | N/A     |
| OUT GOING US MINUTES        | N/A                | N/A     |
| COST PER OUT GOING MINUTE   | N/A                | N/A     |
| COST PER TEXT MESSAGE       | N/A                | N/A     |

#### Machine-to-Machine

|   |        |         |         |
|---|--------|---------|---------|
|   | 1MB    | 25MB    | 150MB   |
| connectivity – Fleet vehicle tracking, wireless sensors, game cameras, etc. |        |         |         |
| Overage rate per Megabyte   | \$1.00 | \$1.00  | \$1.00  |
|   |        |         |         |
| Cost/month  | \$5.00 | \$10.00 | \$18.00 |

#### Telephone And Equipment Costs

| ITEM   | CATEGORY | MANUFACTURER | MODE/VERSION   | ONE TIME COST PER ITEM |
|--|----------|--------------|----------------|------------------------|
| Traditional Cellular Telephone                                   | TCT      | Kyocera      | Dura XV Plus   | No Charge*             |
| Mobile or Stationary Data Access Equipment for PC Laptop support | MS       | MIFI 6620    | Mobile Hotspot | No Charge*             |
| USB Wireless Broadband Card                                      | MS       | MIFI 620L    | USB Modem      | No Charge*             |
| Smart Phone  | SP       | Apple        | iPhone 5S 16GB | No Charge*             |
| Smart Phone Mobile Antivirus and Mobile anti-Malware Protection  | SP       | N/A          | N/A            | N/A                    |

|  |         |  |  |           |
|--|---------|--|--|-----------|
| 120 Vac Battery Adaptor                      | TCT//SP | As provided by manufacturer equipment manufacturer | As provided by manufacturer equipment manufacturer | No Charge |
| 12 Vdc battery adaptor/charger               | TCT/SP  | As provided by manufacturer equipment manufacturer | As provided by manufacturer equipment manufacturer | No Charge |
| Belt clip holster or belt clip carrying case | TCT/SP  | As provided by manufacturer equipment manufacturer | As provided by manufacturer equipment manufacturer | No Charge |
| Earpiece (ear-bud)                           | TCT/SP  | As provided by manufacturer equipment manufacturer | As provided by manufacturer equipment manufacturer | No Charge |
| Screen protector for Smartphone              | SP      | As provided by manufacturer equipment manufacturer | As provided by manufacturer equipment manufacturer | No Charge |

Percentage discount off of MSRP for Bluetooth equipment: 25% on all eligible devices.

**Balance of Product Line**

| ITEM  | CATEGORY | DESCRIPTION          | COST                                     | Overage                                      |
|---|----------|----------------------|--|--|
| Nationwide Flat Rate Plan for SONH                                | TCT      | No Minute Plan       | \$11.99 - \$.25/min                      |  |
| Nationwide Add-A-Line Plan for SONH                               | TCT      | Share Voice Plan     | \$17.99/month, 100 text/pix msgs per mo. | \$0.25/Minute \$0.10 send / \$0.02 / Receive |
| Nationwide Plan for SONH 200 Minute Voice Calling Plan Pooled     | TCT      | Share Voice Plan     | \$27.99/month, 200 text/pix msgs per mo. | \$0.25/Minute \$0.10 send / \$0.02 / Receive |
| Nationwide Plan for SONH 400 Minute Voice Calling Plan Non-Pooled | TCT      | Non-Share Voice Plan | \$25.99/month, 200 text/pix msgs per mo. | \$0.25/Minute \$0.10 send / \$0.02 / Receive |
| Nationwide Plan for SONH 400 Minute Voice Calling Plan Pooled     | TCT      | Share Voice Plan     | \$28.99/month, 200 text/pix msgs per     | \$0.25/Minute \$0.10 send / \$0.02 /         |

|  |     |                      |   |  |
|--|-----|----------------------|---|--|
|  |     |                      | mo.   | Receive  |
| Nationwide Plan for SONH 600 Minute Voice Calling Plan Non-Pooled              | TCT | Non-Share Voice Plan | \$39.99/m<br>onth, 200<br>text/pix<br>msgs per<br>mo.   | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive                        |
| Nationwide Plan for SONH 600 Minute Voice Calling Plan Pooled                  | TCT | Share Voice Plan     | \$41.99/m<br>onth, 200<br>text/pix<br>msgs per<br>mo.   | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive                        |
| Nationwide Plan for SONH 1000 Minute Voice Calling Plan Non-Pooled             | TCT | Non-Share Voice Plan | \$51.99/m<br>onth, 200<br>text/pix<br>msgs per<br>mo.   | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive                        |
| Nationwide Plan for SONH 1000 Minute Voice Calling Plan Pooled                 | TCT | Share Voice Plan     | \$53.99/m<br>onth, 200<br>text/pix<br>msgs per<br>mo.   | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive                        |
| Nationwide Plan for SONH 400 Minute Voice and 5GB Data Calling Plan Non-Pooled | SP  | Non-Share Voice Plan | \$48.99/m<br>onth,<br>unlimited<br>msg,<br>unlimited<br>PTT+, 5GB<br>Data.<br>\$0.25 /<br>Minute<br>Overage | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive<br>\$10 per GB<br>Data |
| Nationwide Plan for SONH 400 Minute Voice and 5GB Data Calling Plan Pooled     | SP  | Share Voice Plan     | \$50.99/m<br>onth,<br>unlimited<br>msg,<br>unlimited<br>PTT+, 5GB<br>Data.<br>\$0.25 /<br>Minute<br>Overage | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive<br>\$10 per GB<br>Data |
| Nationwide Plan for SONH 600 Minute Voice and 5GB Data Calling Plan Non-Pooled | SP  | Non-Share Voice Plan | \$62.99/m<br>onth,<br>unlimited<br>msg,<br>unlimited<br>PTT+, 5GB<br>Data.                                  | \$0.25/Minut<br>e \$0.10<br>send /<br>\$0.02 /<br>Receive<br>\$10 per GB<br>Data |

|   |     |                      |   |  |
|---|-----|----------------------|---|--|
|   |     |                      | \$0.25 / Minute Overage   |  |
| Nationwide Plan for SONH 600 Minute Voice and 5GB Data Calling Plan Pooled          | SP  | Share Voice Plan     | \$64.99/month, unlimited msg, unlimited PTT+, 5GB Data. \$0.25 / Minute Overage | \$0.25/Minute send / \$0.10 Receive \$10 per GB Data |
| Nationwide Plan for SONH 1000 Minute Voice and 5GB Data Calling Plan Non-Pooled     | SP  | Non-Share Voice Plan | \$74.99/month, unlimited msg, unlimited PTT+, 5GB Data. \$0.25 / Minute Overage | \$0.25/Minute send / \$0.10 Receive \$10 per GB Data |
| Nationwide Plan for SONH 1000 Minute Voice and 5GB Data Calling Plan Pooled         | SP  | Share Voice Plan     | \$76.99/month, unlimited msg, unlimited PTT+, 5GB Data. \$0.25 / Minute Overage | \$0.25/Minute send / \$0.10 Receive \$10 per GB Data |
| Custom Nationwide for SONH Unlimited Voice & 4G Data Share Plan with Mobile Hotspot | SP  | Non-Share Voice Plan | \$85.00/Month, Unlimited minutes, unlimited msg, 5GB Data, Mobile Hotspot.      | \$0.25/Minute send / \$0.10 Receive \$10 per GB Data |
| Public Sector Mobile Broadband Share Plans Government Subscribers Only 5GB          | MSD | 5GB                  | \$39.99/month   | \$8 per GB   |
| Public Sector Mobile Broadband Share Plans Government Subscribers Only 10GB         | MSD | 10GB                 | \$59.99/month   | \$8 per GB   |
| Public Sector Mobile Broadband Share Plans  | MSD | 20GB                 | \$99.99/m   | \$8 per GB   |

Contractor Initials JK  
Date 5/31/16

|   |     |                                  |                  |  |
|---|-----|----------------------------------|------------------|--|
| Government Subscribers Only 20GB                                |     |                                  | onth             |  |
| Mobile Broadband Machine-To-Machine Share Plans- Low Usage      | MSD | 1 MB                             | \$5.00/mo nth    | \$1/MB Overage   |
| Mobile Broadband Machine-To-Machine Share Plans- Low Usage      | MSD | 5 MB                             | \$7.00/mo nth    | \$1/MB Overage   |
| Mobile Broadband Machine-To-Machine Share Plans- Low Usage      | MSD | 25 MB                            | \$10.00/m onth   | \$1/MB Overage   |
| Mobile Broadband Machine-To-Machine Share Plans- Low Usage      | MSD | 50 MB                            | \$15.00/m onth   | \$1/MB Overage   |
| Mobile Broadband Machine-To-Machine Share Plans- Low Usage      | MSD | 150 MB                           | \$18.00/m onth   | \$1/MB Overage   |
| Mobile Broadband Machine-To-Machine Share Plans- High Usage     | MSD | 250MB                            | \$20.00/m onth   | \$1/MB Overage   |
| Mobile Broadband Machine-To-Machine Share Plans- High Usage     | MSD | 1GB                              | \$25.00/m onth   | \$1/MB Overage   |
| International Options : Mexico & Canada Data / Voice / Messages | SP  | 100MB/ 100 Minutes /100 Messages | \$15.00/m onth   | - \$10/100MB Overage, \$0.10/Minute Overage, \$0.10 Message Sent Overage |
| International Options : Mexico & Canada Data / Voice / Messages | SP  | 250MB/ 250 Minutes/ 250 Messages | \$24.90/m onth - | - \$10/100MB Overage, \$0.10/Minute Overage, \$0.10 Message Sent Overage |
| International Options : Mexico & Canada Data Only               | SP  | 100MB                            | \$10.00/m onth   | \$10/100MB   |
| International Options : Mexico & Canada Data Only               | SP  | 250MB                            | \$20.00/m onth   | \$10/100MB   |
| International Options: 140+ Countries Data / Voice / Messages   | SP  | 100MB/ 100 Minutes /100 Messages | \$33.20/m onth   | - \$25/100MB Overage, \$0.25/Minute Overage, \$0.25/Mess age Overage     |

|   |    |                                  |                |   |
|---|----|----------------------------------|----------------|---|
| International Options: 140+ Countries Data / Voice / Messages | SP | 250MB/ 250 Minutes/ 250 Messages | \$70.55/m onth | \$25/100MB Overage, \$0.25/Minute Overage, \$0.25/Message Overage |
| International Options: 140+ Countries Data Only               | SP | 100MB                            | \$20.75/m onth | \$25/100MB  |
| International Options: 140+ Countries Data Only               | SP | 250MB                            | \$41.50/m onth | \$25/100MB  |

### 3. INVOICE

#### INVOICING REQUIREMENTS

Invoices are required throughout the duration of the Contract as denoted below.

- 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. Bulk 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 pro-rated 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 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 sixty (60) 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 Delivery Timeframe

Invoices shall be delivered on or prior to 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.

For State agencies who participate in the Procurement Card program the Contractor shall be paid by Procurement Card when invoice is received.

The invoice shall be sent to the address of the using agency under agreement.

#### 4. PAYMENT

Payments shall be made via Procurement Card by State agencies who participate in the Procurement Card program.

**EXHIBIT C  
SPECIAL PROVISIONS**

1. Delete Section 14 in its entirety and substitute the following:

"14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and, the following insurance:

14.1.1 Commercial general liability insurance against claims of bodily injury, (including death and property damage, with a combined single limit in amounts of \$1,000,000 each and general aggregate ; and

14.1.2 special cause of loss coverage form 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 approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed authorized or permitted to do business in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer, 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, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days after to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and will be provided within five(5) days of execution of agreement. Any subcontractor or assignee must obtain and maintain substantially the same insurance with substantially the same limits as the Contractor."

2. Delete Section 15 in its entirety and substitute the following:

**"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, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer, or his or her successor, proof of Workers' Compensation in compliance with the statutory requirements of the State of New Hampshire and Employer's Liability in the amount of \$1,000,000 each accident/disease/policy limit. 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."

**EXHIBIT D**

RFB #1812-16 is incorporated here within.

Contractor Initials   
Date 5-31-16

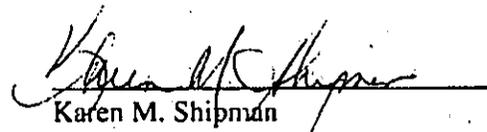
**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

**ASSISTANT SECRETARY'S CERTIFICATE**

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Todd Loccisano is duly appointed, qualified and acting under delegated authority, to sign on behalf of Cellco Partnership d/b/a Verizon Wireless as Executive Director – Contract Management.

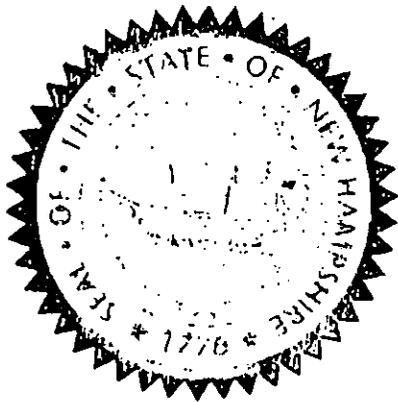
Dated: May 31, 2016

  
Karen M. Shipman  
Assistant Secretary

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 CELLCO PARTNERSHIP is a(n) Delaware Partnership registered to transact business in New Hampshire on September 12, 1995. I further certify that it is in good standing as far as this office is concerned, having 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 6<sup>th</sup> day of May, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

State of New Hampshire  
Department of State

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

Verizon Wireless

This is to certify that CELLCO PARTNERSHIP, reregistered in this office as doing business under the Trade Name Verizon Wireless, at 180 Washington Valley Rd, Bedminster, NJ 07921 on December 15, 2015.

The nature of business is Retail store location selling cellular telephone products and services.

Expiration Date: December 15, 2020

Business ID#: 548934



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of July, 2015 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |               |
|--|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Services Northeast, Inc.<br>New York NY Office<br>199 Water Street<br>New York NY 10038-3551 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 |  |               |
|  | <b>E-MAIL ADDRESS:</b>   |  |               |
| <b>INSURED</b><br>Verizon Communications Inc.<br>1095 Avenue of the Americas<br>New York NY 10036 USA                        | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|  | <b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh                                       |  | 19445         |
|  | <b>INSURER B:</b> New Hampshire Ins Co   |  | 23841         |
|  | <b>INSURER C:</b> Illinois National Insurance Co   |  | 23817         |
|  | <b>INSURER D:</b>  |  |               |
|  | <b>INSURER E:</b>  |  |               |

**COVERAGES**      **CERTIFICATE NUMBER: 570058032276**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE  | ADOL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|----------|--|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Standard Contractual Liability<br><input checked="" type="checkbox"/> X,C,U Not Excluded<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | GL9575218  | 06/30/2015              | 06/30/2016              | EACH OCCURRENCE \$2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$2,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000 |
| A        | <input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          | CA 533-95-32 AOS<br>CA 533-95-33 MA<br>CA 533-95-34 VA | 06/30/2015              | 06/30/2016              | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION  |           |          |  |                         |                         | EACH OCCURRENCE<br>AGGREGATE  |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | WC021942794 AOS<br>WC021942799 NJ                      | 06/30/2015              | 06/30/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE \$1,000,000<br>E.L. DISEASE-POLICY LIMIT \$1,000,000                                    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

### CERTIFICATE HOLDER

Verizon Communications Inc.  
1095 Avenue of the Americas  
New York NY 10038 USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast Inc*