



5J
Jm

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

March 4, 2016

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise its option to extend the State's Contract with NH #1 Rural Cellular, Inc. d/b/a U.S. Cellular of Chicago, IL, Vendor Code 175492 R001, originally approved by Governor and Executive Council on March 6, 2013, item 5E, for the provision of Wireless Cellular Telephone and Data Services by extending the end date only for a period of three (3) months, with all other terms and conditions remaining unchanged. The amendment shall be effective upon Governor and Executive Council approval for the period of April 1, 2016 through June 30, 2016. No additional funding is required.

EXPLANATION

The State currently utilizes four contracts for Wireless Cellular Telephone and Data Services which are set to expire on March 31, 2016. The Contract with NH #1 Rural Cellular was formerly known as Manchester-Nashua Cellular Telephone LP and went through a name change on December 31, 2014. 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. Responses were opened on February 12, 2016. 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. In order to evaluate the responses and create new contract for review, signatures, and approvals the Department needs additional time beyond the current March 31, 2016 expiration.

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 amendment with NH #1 Rural Cellular, Inc. d/b/a U.S. Cellular.

Respectfully Submitted,

Vicki V. Quiram
 Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN NH #1 RURAL CELLULAR, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8001375**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of March, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and NH #1 Rural Cellular, Inc. (hereinafter referred to as "the Contractor") to extend current Wireless Cellular and Data Services.

WHEREAS, pursuant to an agreement originally approved by NH Governor and Executive Council on March 6, 2013, and set to expire March 31, 2016, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform wireless cellular and data services for the State 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 the Contractor Name of Manchester-Nashua Cellular Telephone LP d/b/a US Cellular, listed in Item 1.3 of Form Number P-37, and substitute the following:
1.3 NH #1 Rural Cellular, Inc.
2. Delete the Completion Date of March 31, 2016, listed in Item 1.7 of Form Number P-37, and substitute the following:
1.7 June 30, 2016
3. All other provisions of the Agreement, approved by the Governor and Executive Council on March 6, 2013, Item #5E, shall remain in full force and effect.

NH #1 RURAL CELLULAR

By: Jeff Olson

Jeff Olson

(Print Name)

Title: Director of Sales

Date: 3/9/16

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 9th day of March, 2016.

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Jeff Olson

And acknowledge that he executed this document indicated above

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

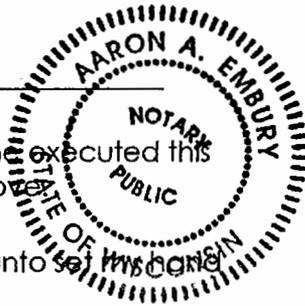
Aaron A. Embury

(Notary Public/Justice of the Peace)

My commission expires: 01-08-2018

3-9-16

(Date)



STATE OF NEW HAMPSHIRE

By: Vicki V. Quiram

Vicki Quiram

(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 3/11/16

OFFICE OF THE ATTORNEY GENERAL

By: Bill Desrochers

Bill Desrochers

(Print Name)

Title: Asst. Attorney General

Date: 3/14/16

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 NH #1 RURAL CELLULAR, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 10, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of March, A.D. 2016



A handwritten signature in black ink, appearing to read "William Gardner".

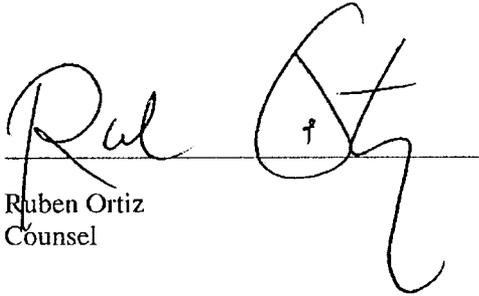
William M. Gardner
Secretary of State

NH #1 RURAL CELLULAR, INC.

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Ruben Ortiz, am the legal Counsel representative of NH #1 Rural Cellular, Inc. (the "Company") and in that capacity do hereby certify that Jeff Olson has been duly appointed to the position of Director of Sales, Business Channels and in that capacity he has full authority to act for and on behalf of the Company for the purpose of submitting and executing the binding amendment to the services agreement executed between the State of New Hampshire and Company.

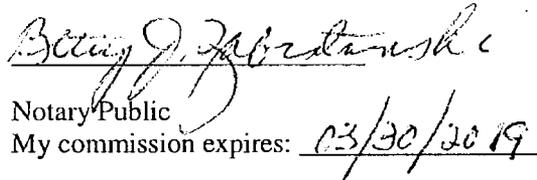
In Witness Whereof, I have executed this Certificate on this 9th day of March, 2016.



Ruben Ortiz
Counsel

Subscribed and sworn to before me on this 9th day of March, 2016.





Notary Public
My commission expires: 03/30/2019



State of New Hampshire
Department of State
Corporation Division
603-271-3246



Enclosed is the acknowledgment copy of your Articles of Merger. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Articles of Merger.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 172255

State of New Hampshire

Filed
Date Filed: 12/17/2013
Effective Date: 12/31/2013
Business ID: 172255
William M. Gardner
Secretary of State

Filing fee: \$35.00
Use black print or type.

RS

ARTICLES OF MERGER OF DOMESTIC CORPORATIONS

NH #1 Rural Cellular, Inc.
(surviving corporation)

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporations adopt the following articles of merger for the purpose of merging them into one of such corporations:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. **THE PLAN OF MERGER IS ATTACHED.** (Note 1)

Name of Corporation: NH #1 Rural Cellular, Inc.

- (Check one) A. Shareholder approval was not required.
B. Shareholder approval was required. (Note 2)

Designation (class or series) of <u>voting group</u>	No. of shares <u>outstanding</u>	Total no. of votes entitled <u>to be cast</u>	Total no. of votes cast		<u>OR</u>	Total no. of undisputed votes <u>FOR</u>
			<u>FOR</u>	<u>AGAINST</u>		
Common	100	100	100	-0-		

Name of Corporation: United States Cellular Operating Company of Manchester-Nashua, Inc.

- (Check one) A. Shareholder approval was not required.
B. Shareholder approval was required. (Note 2)

Designation (class or series) of <u>voting group</u>	No. of shares <u>outstanding</u>	Total no. of votes entitled <u>to be cast</u>	Total no. of votes cast		<u>OR</u>	Total no. of undisputed votes <u>FOR</u>
			<u>FOR</u>	<u>AGAINST</u>		
Common	100	100	100	-0-		



SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group.

THIRD: The aggregate number of shares, which the surviving corporation has authority to issue as a result of the merger is: 1,000 Common Shares

NH #1 Rural Cellular, Inc. (Note 3)
(Corporate Name)

Steven T. Campbell (Note 4)
(Signature)

Steven T. Campbell
(Print or type name)

Vice President and Treasurer (Note 4)
(Title)

Date signed: December 15, 2013

United States Cellular Operating Company of Manchester-Nashua, Inc. (Note 3)
(Corporate Name)

Steven T. Campbell (Note 4)
(Signature)

Steven T. Campbell
(Print or type name)

Vice President and Treasurer (Note 4)
(Title)

Date signed: December 15, 2013

The future effective date of this filing is December 31, 2013.

- Notes:
1. The Plan of Merger must be submitted with this form.
 2. All sections under "B" must be completed. If any voting group is entitled to vote separately, give respective information for each voting group. (See RSA 293-A:1.40 for definition of voting group.)
 3. Exact corporate names of respective corporations executing the Articles.
 4. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or other officer; or see RSA 293-A:1.20(f) for alternative signatures.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and **DATED AND SIGNED ORIGINAL (INCLUDING PLAN OF MERGER)** to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

**AGREEMENT AND
PLAN OF MERGER
OF
UNITED STATES CELLULAR OPERATING COMPANY
OF MANCHESTER-NASHUA, INC.
WITH AND INTO
NH #1 RURAL CELLULAR, INC.**

This Agreement and Plan of Merger is made this 13th day of December, 2013 by and between United States Cellular Operating Company of Manchester-Nashua, Inc. and NH #1 Rural Cellular, Inc.

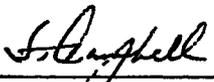
NOW, THEREFORE, in consideration of the agreements, covenants and provisions hereinafter set forth, the parties agree as follows:

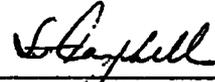
1. United States Cellular Operating Company of Manchester-Nashua, Inc., a New Hampshire corporation ("Manchester Corp."), shall be merged with and into NH #1 Rural Cellular, Inc., a New Hampshire corporation (the "Company"), pursuant to Section 11.01 of the New Hampshire Business Corporation Act, as amended (the "NHBCA"). The Company shall be the surviving corporation, and its name shall be NH #1 Rural Cellular, Inc.
2. The merger of Manchester Corp. with and into the Company shall become on December 31, 2013 (the "Effective Date"), after filing the Articles of Merger with the New Hampshire Secretary of State.
3. The outstanding shares of capital stock of Manchester Corp. consist of 100 shares of \$1.00 per share par value common stock, all of which are owned by United States Cellular Operating Company LLC ("USCOC").
4. The outstanding shares of capital stock of the Company consist of 100 shares of \$1.00 per share par value common stock, all of which are owned by USCOC.
5. On the Effective Date, the separate corporate existence of Manchester Corp. shall cease pursuant to the provisions of the NHBCA, and the Company shall assume all of the assets and liabilities of Manchester Corp. and shall succeed to all the properties, rights and other assets of Manchester Corp. without further action by either of the corporations pursuant to the provisions of the NHBCA.
6. The issued shares of Manchester Corp. shall not be converted or exchanged in any manner, but each said share which is issued immediately prior to the Effective Date shall, on the Effective Date, be surrendered and extinguished.
7. On the Effective Date, the outstanding shares of capital stock of the Company shall continue to exist as the outstanding shares of the surviving corporation.
8. The Articles of Incorporation of the Company shall continue unchanged as the Articles of Incorporation of the Company as the surviving corporation.

IN WITNESS WHEREOF, each party has caused this Agreement and Plan of Merger to be executed in its name by its duly authorized officer as of the day and year set forth above.

NH #1 RURAL CELLULAR, INC.

**UNITED STATES CELLULAR
OPERATING COMPANY OF
MANCHESTER-NASHUA, INC.**

By: 
Steven J. Campbell
Vice President and Treasurer

By: 
Steven J. Campbell
Vice President and Treasurer

**SIGNATURE PAGE TO
AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
NH #1 RURAL CELLULAR, INC.
AND
UNITED STATES CELLULAR OPERATING COMPANY
OF MANCHESTER-NASHUA, INC.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2016

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).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com Fax: 212-948-0770 CT EXP 063016	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sentry Casualty Company		28460
INSURER B : Sentry Insurance A Mutual Company		24988
INSURER C : N/A		N/A
INSURER D :		
INSURER E :		
INSURER F :		

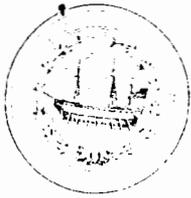
COVERAGES **CERTIFICATE NUMBER:** CHI-006554827-01 **REVISION NUMBER:** 5

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			90-02578-11	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			90-02578-04	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	90-02578-01 (DED) (AOS) 90-02578-02 (MA,NY,WI,ND,OH,WA)	01/01/2016 01/01/2016	01/01/2017 01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)

CERTIFICATE HOLDER The State of New Hampshire Admin. Services c/o Paul Rhodes, Purchasing Agent State House Annex, Rm. 102 25 Capitol St. Concord, NH 03301	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---



State of New Hampshire

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

5E JBB

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

February 12, 2013

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 Manchester-Nashua Cellular Telephone LP d/b/a U.S. Cellular of Chicago, IL, (Vendor Code 175492) for the provision of Wireless Cellular Telephone and Data Services in the amount not to exceed \$1,800,000. This contract shall begin upon Governor and Executive Council approval and end on March 31, 2016.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific expense account 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 March 15, 2013. 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 4, 2013. 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 is bringing forward for approval. The proposed contracts are to be awarded by service type, for cellular

Her Excellency, Margaret Wood Hassan
and the Honorable Council
February 12, 2013
Page 2 of 2

voice, voice with data, and smart phone service coverage throughout the United States.

The cellular data services are important to the operation of stationary wireless equipment and mobile devices primarily used by the Department of Transportation, the Department of Environmental Services and the Department of Safety. Based on the foregoing, I am respectfully recommending approval of the contract with Manchester-Nashua Cellular Telephone LP d/b/a U.S. Cellular.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

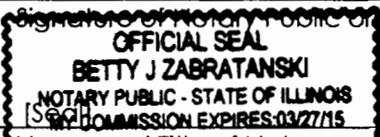
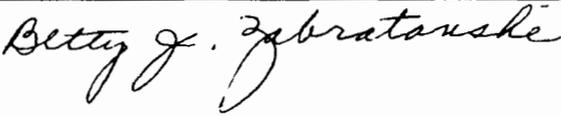
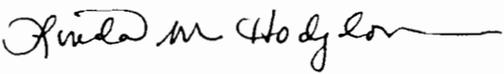
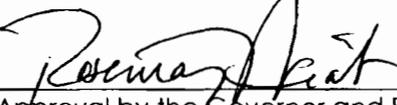
Subject: Wireless Cellular and Data Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Manchester-Nashua Cellular Telephone LP d/b/a US Cellular		1.4 Contractor Address 8410 Bryn Mawr Chicago, IL 60631	
1.5 Contractor Phone Number (603) 848-9600	1.6 Account Number N/A	1.7 Completion Date March 31, 2016	1.8 Price Limitation \$1,800,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CARTER S. ELENZ VICE PRESIDENT	
1.13 Acknowledgement: State of <u>Illinois</u> , County of <u>Cook</u> On <u>Feb. 27, 2013</u> , 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 			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Betty J. Zabratanski, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-28-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

PURPOSE

Manchester – Nashua Cellular Telephone LP d/b/a US Cellular (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Wireless Cellular and Data Services in accordance with NH State RFB 1470-13 and as described herein.

TERM

This contract shall commence on, March 16, 2013 or upon the approval of Governor and Executive Council, whichever is later, through March 31, 2016, a period of approximately three (3) years. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and with the approval of Governor and Executive Council, but not to exceed a total length of five (5) years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

The Contractor certifies, by execution of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

SCOPE OF WORK

The Contractor shall complete equipment distribution and turn-up, requiring that all services be fully operable no later than start of business on March 16, 2013, or upon commencement of the contract, whichever is later. The State shall not be invoiced for the phones unless used by the State during turn-up.

Contractor shall supply only service and equipment for which they are certified representatives and distributors. The Contractor must maintain a staff of fully certified and experienced technicians for the provisioning and maintenance of service.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All of Contractor's personnel shall observe all regulations or special restrictions in effect at the State Agency with which they are providing service(s).

NETWORK

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

COVERAGE MAPS

Traditional Cellular Telephone Service for voice operational coverage shall be a minimum of 80% of all geographic areas of New Hampshire.

ISP Access Data Service for "Smart" phones and wireless "Air Card" coverage for a minimum of 50% of all geographic areas of New Hampshire.

PORTING OF EXISTING TELEPHONE NUMBERS

Contractor shall port all lines by start of business on March 16, 2013, or upon commencement of the contract, whichever is later.

TYPE(s) 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 the Exhibit B.

Access Data Services

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is second generation (2G), third generation (3G) and fourth generation (4G) service. In addition to SMART phones, a primary use of the service is for Internet access and data transfer through tunneling using "Wireless Air Cards". Contractor shall provide all necessary items including ISP operations, access and equipment when directed by the State. Contractor shall not restrict site address access.

Equipment provided for use with this service shall be referred to as stationary or mobile data equipment. One free "Wireless Air Card" device or SMART phone depending on request shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in Exhibit B, available under Balance of Product Line. One free device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. The Contractor shall not offer devices that have not been preapproved by DoIT. Devices supplied to DoIT for preapproval shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Smart Phone Services

A Smart phone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail and web browsing. Phones must be capable of accessing Microsoft Exchange Server and Lotus Notes e-mail and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS and RIM are the only accepted operating systems accepted by the State, though this may change and the Contractor

needs to be flexible with this evolving technology. Equipment provided for use with this Contract shall be referred to as Smart Phone (SM) equipment. One free "Smart Phone" device for each operating system specified shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in the Exhibit B.

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

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

LICENSES

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

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

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 March 16, 2013, or upon commencement of the contract, whichever is later, in order to insure that the State is not without service for any period of time during transfer of service from an incumbent contractor. Additional equipment shall be provided when requested to support new subscribers after start of contract. Only services requested and authorized by the State shall be replaced. The Contractor shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

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., Monday through Friday, to request services. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smart phones. Smart phones shall

require prior written approval from the State Department of Information Technology CIO, or their designated approver. No tablets may be purchased through this Contract.

Contractor Signature Documents

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

Purchase Orders

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

Initial Service Requests

Upon request the Contractor shall contact State agencies to perform a service needs analysis as directed by the State. The Contractor shall meet with each requesting agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. Upon request a complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Administrative, Bureau of Purchase and Property.

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

Addition and Removal of Users

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

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 of report 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 access to user instruction manuals and associated documentation with each telephone provided. Manuals shall include detailed operation of all telephones, accessories and system operations.

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

Problem Resolution

The Contract shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes, and expedite services.

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

TECHNOLOGY

Updates to Existing devices/services

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

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

In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or sunset certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly, Contractor reserves the right, in its sole discretion, after providing the State with a sixty (60) day notice

to discontinue any Product, Service, Business Plan, device or handset without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, device or handset. If Contractor takes any such action, it will provide advance notice reasonably designed to inform the State of such pending action. The form of Contractor's notice may include without limitation, providing written notice to any address listed in the Contract for Customer or any address Contractor uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

Introduction of New Technology

Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract.

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

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.

REPAIR AND INSTALLATION SERVICES

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

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 twenty-four (24) hour time period.

Subcontractor Performance

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

TELEPHONES AND EQUIPMENT

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, Smart Phones, 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
- Earpiece (ear-bud)
- Screen protectors for Smart Phones

Hand Held Portable Telephones

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

Push-To-Talk Telephones

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

In Vehicle Telephones

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

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

ISP Access Data Equipment

Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Contractor must provide a full physical, operating and technical description of each device offered.

Contractor shall provide a full range of "smart" cell phones for which they are authorized for, iOS and RIM operating systems are currently the only State accepted operating systems.

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 shall 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 (1) year equipment warranty with equipment replacement available for each year of the Contract, resulting in complete equipment coverage for the entire duration of the Contract.

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 Contractors 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.

911 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 shall be clearly 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.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide wireless cellular and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$1,800,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date through the expiration date set as March 31, 2016.

PRICING:

Basic Voice - No Text or Data

100 Voice Minute Plan-PAYG	200 Voice Minute Plan-PAYG	750 Voice Minute Plan-Pooled	Unlimited Minute Plan-Pooled
\$5.00	\$10.00	\$40.00	56.00

Basic Voice - Including Text and Data

100 Voice Minute Plan-PAYG	200 Voice Minute Plan-PAYG	750 Voice Minute Plan-Pooled	Unlimited Minute Plan-Pooled
\$24.95	\$29.95	\$48.00	\$64.00

Smart Phone with PDA

100 Voice Minute Plan-PAYG	200 Voice Minute Plan	750 Voice Minute Plan-Pooled	Unlimited Minute Plan-Pooled w/1GB
\$30.00	\$35.00	\$64.00	\$60.00

ISP ACCESS DATA SERVICE COSTS

	Mobile or Stationary Data Access Service 300MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 300MB	Smart Phone Service 5GB
QTY	200	300	100	100
PLAN COST PER DEVICE	\$20.00	\$40.00	\$20.00	\$50.00
INCOMING MINUTES PER DEVICE	N/A	N/A	500	500
COST PER INCOMING MINUTE	N/A	N/A	\$0.00	\$0.00
OUT GOING US MINUTES	N/A	N/A	500	500

Contractor Initials CCE
 Dates 7/27/13

COST PER OUT GOING MINUTE	N/A	N/A	\$0.00	\$0.00
COST PER TEXT MESSAGE	N/A	N/A	\$0.25	\$0.25

TELEPHONE AND EQUIPMENT COSTS

ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
Traditional Cellular Telephone	TCT	Samsung	R270 Chrono2	No Charge*
Mobile or Stationary Data Access Equipment for PC Laptop support	MS	PCD	UM185 Data Card	No Charge*
USB Wireless Broadband Card	MS	PCD	UM185 Data Card	No Charge*
Smart Phone	SP	Blackberry 9950 Curve	RIM Smart Phone	No Charge*
120 Vac Battery Adaptor	TCT//SP	As provided by manufacturer equipment manufacturer		No Charge
12 Vdc battery adaptor/charger	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Belt clip holster or belt clip carrying case	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Earpiece (ear-bud)	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Screen protector for Smartphone	SP			No Charge

BALANCE OF PRODUCT LINE

Voice Only Plans					
	Category	Price	Discount	Net of Discount	
Pay as You Go \$0 Plan/\$0.05 per minute usage	TCT/SP	\$0/\$0.05	0	\$0/\$0.05	
This plan does not include any minutes or features.					
A \$0.05 per minute charge will be incurred for minutes used					
BUSINESS NATIONAL 450	TCT/SP	\$ 49.99	20%	\$ 39.99	
This plan includes 450 minutes/month for use within					

your calling area and the minutes are pooled between all lines on same account.				
Any overage usage will be billed at your calling plan's \$0.49 per minute rate.				
Includes 2 airtime features: Unlimited M2M, Unlimited incoming calls, texts, pics and video messaging				
Business National 450 Included Features:				
Call Forwarding Immediate	Unlimited incoming calls			
Call Waiting	Messaging @ \$0.25/message sent			
Caller ID	Overage rates \$0.49/minute			
Three Way Conference Calling				
Unlimited M2M				
Available Text Packages				
Unlimited incoming text messaging is included in all packages listed below:				
250 Outgoing Text Messages	\$4.95/month			
750 Outgoing Text Messages	\$9.95/month			
Unlimited Outgoing Text, Pics, and Video Messages	\$19.95/month			
Available Data Packages				
300 MB (Android/BB BIS/Windows)	\$20/line/month			
2 GB (Android/BB BIS/Windows)	\$25/line/month			
2 GB (BB BES)	\$35/line/month			
4 GB incl teth (Android/BB BIS/Windows)	\$45/line/month			
4 GB incl teth (BB BES)	\$55/line/month			
5 GB incl teth (Android/BB BIS/Windows)	\$50/line/month			
5 GB incl teth (BB BES)	\$60/line/month			
10 GB incl teth (Android/BB BIS/Windows)	\$90/line/month			
10 GB incl teth (BB BES)	\$100/line/month			
Pooled Voice Only Plans				
	Category	Price	Discount	Net of Discount
Pooled 250 Voice Only	TCT/SP	\$ 30.00	20%	\$ 24.00
This plan includes 250 Pooled Minutes, Pay-As-You-Go Messaging, and Daily Data.				
Includes choice of 1 feature (see list below)				
Pooled 500 Voice Only	TCT/SP	\$ 40.00	20%	\$ 32.00
This plan includes 500 Pooled Minutes, Pay-As-You-Go Messaging, and Daily Data.				
Details of included features are listed below				
Includes choice of 2 features (see list below)				
Pooled 750 Voice Only	TCT/SP	\$ 50.00	20%	\$ 40.00

Contractor Initials *QSC*
Date *9/27/13*

This plan includes 750 Pooled Minutes, Pay-As-You-Go Messaging, and Daily Data.					
Details of included features are listed below					
Includes choice of 2 features (see list below)					
Pooled UNL Voice Only					
		TCT/SP	\$ 70.00	20%	\$ 56.00
This plan includes Unlimited Minutes, Pay-As-You-Go Messaging, and Daily Data.					
Details of included features are listed below					
Included Features:					
Voicemail		Messaging @ \$0.25/message sent			
Call Waiting		Daily Data: \$3/day/ pay only on the days you use			
Caller ID					
Call Forwarding					
3-way Calling					
Choice of Airtime Features:					
Unlimited M2M					
Unlimited Nights & Weekends beginning 7PM					
Unlimited incoming calls, texts, pics and video messaging					
Choose 1 for 250 plan, choose 2 for the 500 and 750 plans					
Available Text Packages					
500 outgoing text, picture, video messaging		\$10/line/month			
UNL outgoing text, picture, video messaging		\$20/line/month			
Available Data Packages					
300 MB (Android/BB BIS/Windows)		\$20/line/month			
2 GB (Android/BB BIS/Windows)		\$25/line/month			
2 GB (BB BES)		\$35/line/month			
4 GB incl teth (Android/BB BIS/Windows)		\$45/line/month			
4 GB incl teth (BB BES)		\$55/line/month			
5 GB incl teth (Android/BB BIS/Windows)		\$50/line/month			
5 GB incl teth (BB BES)		\$60/line/month			
10 GB incl teth (Android/BB BIS/Windows)		\$90/line/month			
10 GB incl teth (BB BES)		\$100/line/month			
Feature Devices					
100 MB (Basic Phone Data Plan)		\$10/line/month			
300 MB (Basic Phone Data Plan)		\$20/line/month			
2 GB (Basic Phone Data Plan)		\$25/line/month			
5 GB (Basic Phone Data Plan)		\$50/line/month			
10 GB (Basic Phone Data Plan)		\$90/line/month			

Pooled Voice Messaging Plans

Contractor Initials CSE
Date 2/22/13

	Category	Price	Discount	Net of Discount
Pooled 500 Voice Messaging	TCT/SP	\$ 50.00	20%	\$ 40.00
This plan includes 500 Pooled Minutes, Unlimited Messaging, and Daily Data.				
Details of included features are listed below				
Includes choice of 2 features (see list below)				
Pooled 750 Voice Messaging	TCT/SP	\$ 60.00	20%	\$ 48.00
This plan includes 750 Pooled Minutes, Unlimited Messaging, and Daily Data.				
Details of included features are listed below				
Includes choice of 2 features (see list below)				
Pooled UNL Voice Messaging	TCT/SP	\$ 80.00	20%	\$ 64.00
This plan includes Unlimited Minutes, Unlimited Messaging, and Daily Data.				
Details of included features are listed below				
Included Features:				
Vicemail	Unlimited Messaging			
Call Waiting	Daily Data: \$3/day/ pay only on the days you use			
Caller ID	Voice overage rate: \$0.40/minute			
Call Forwarding				
3-way Calling				
Choice of Airtime Features:				
Unlimited M2M				
Unlimited Nights & Weekends beginning 7PM				
Unlimited incoming calls, texts, pics and video messaging				
Choose 2 for the 500 and 750 plans				
Available Data Packages				
300 MB (Android/BB BIS/Windows)	\$20/line/month			
2 GB (Android/BB BIS/Windows)	\$25/line/month			
2 GB (BB BES)	\$35/line/month			
4 GB incl teth (Android/BB BIS/Windows)	\$45/line/month			
4 GB incl teth (BB BES)	\$55/line/month			
5 GB incl teth (Android/BB BIS/Windows)	\$50/line/month			
5 GB incl teth (BB BES)	\$60/line/month			
10 GB incl teth (Android/BB BIS/Windows)	\$90/line/month			
10 GB incl teth (BB BES)	\$100/line/month			
Feature Devices				
100 MB (Basic Phone Data Plan)	\$10/line/month			
300 MB (Basic Phone Data Plan)	\$20/line/month			
2 GB (Basic Phone Data Plan)	\$25/line/month			

Contractor Initials CSE
Date 9/27/13

5 GB (Basic Phone Data Plan)	\$50/line/month		
10 GB (Basic Phone Data Plan)	\$90/line/month		
Voice Messaging Data Plans			
	Category	Price	Discount
Pooled 500 Voice Messaging Data	SP	\$ 70.00	20%
This plan includes 500 Pooled Minutes, Unlimited Messaging, and 5GB Data. Overage \$0.25/MB; (\$200 Cap)			
Details of included features are listed below			
Includes choice of 2 features (see list below)			
Pooled 750 Voice Messaging Data	SP	\$ 80.00	20%
This plan includes 750 Pooled Minutes, Unlimited Messaging, and 5GB Data. Overage \$0.25/MB; (\$200 Cap)			
Details of included features are listed below			
Includes choice of 2 features (see list below)			
Pooled UNL Voice Messaging Data	SP	\$ 100.00	20%
This plan includes Unlimited Minutes, Unlimited Messaging, and and 5GB Data. Overage \$0.25/MB; (\$200 Cap)			
Details of included features are listed below			
Included Features:			
Voicemail	Unlimited Messaging		
Call Waiting	Daily Data: \$3/day/ pay only on the days you use		
Caller ID			
Call Forwarding			
3-way Calling			
Choice of Airtime Features:			
Unlimited M2M			
Unlimited Nights & Weekends beginning 7PM			
Unlimited incoming calls, texts, pics and video messaging			
Choose 2 for the 500 and 750 plans			
Available Data Packages (incremental charge)			
5 GB (BB BES)	\$10/line/month		
5 GB incl teth (BB BES)	\$35/line/month		
5 GB incl teth (Android/Windows/BB BIS)	\$25/line/month		
Special Plans for Business/Government Customers			
	Category	Price	
SMB Promo Unl Voice + Unl Messaging + 1GB data	SP	\$60	
This plan includes Unlimited Pooled Minutes, Unlimited Messaging, and must add minimum of 1GB Data.			

See pricing below for Data add-ons.				
SMB Promo UNL VM+ with larger data increments				
1 GB (BB BES)		\$70	Only available with SMB Promo UNL VM plan	
2 GB (Android/BB BIS/Windows)		\$75		
2 GB (BB BES)		\$85		
4 GB incl teth (Android/BB BIS/Windows)		\$95		
4 GB incl teth (BB BES)		\$105		
5 GB incl teth (Android/BB BIS/Windows)		\$100		
5 GB incl teth (BB BES)		\$110		
10 GB incl teth (Android/BB BIS/Windows)		\$140		
10 GB incl teth (BB BES)		\$150		
Special Government VMD Plan		\$49.11		
This plan includes 450 Pooled Minutes, Unlimited messaging, and 300 MB of data.				
Free incoming calls, texts, picture and video messaging data.				
Includes choice of 2 features (see list below)				
Tethering available for \$10/line				
Special Government VMD Plan choice of features: (Choose 2)				
Unlimited M2M				
Unlimited Nights & Weekends beginning 7PM				
Unlimited incoming calls, texts, pics and video messaging				
		Sale Price	Discount	Net of Discount
Wireless Modems/Hotspots/Tablets				
2 GB (\$10/GB overage)		\$25	-	
5 GB (\$10/GB overage)		\$50	20%	\$40
10 GB (\$10/GB overage)		\$90	20%	\$72

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

INVOICE

INVOICING AND REPORTING REQUIREMENTS

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

Monthly Reports

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

Contractor Initials CSE
Date 2/27/13

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

Invoice Corrections

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

Invoice and Report Delivery Timeframe

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

Account Balances

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

Accuracy of Invoices

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

Paper

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

Electronic Media

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

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

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

Contractor Initials ORE
Date 2/27/13

EXHIBIT C

SPECIAL PROVISIONS

Delete Section 8.1.1 in its entirety and substitute the following:

8.1.1 failure to perform the Services as required under this Agreement.

Delete Section 13 in its entirety and substitute the following:

Contractor will indemnify and defend State against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Contractor or its subcontractors, directors, officers, employees or authorized agents.

Delete Section 14.1.2

Delete Section 14.3 and substitute the following:

14.3 The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement with the renewal of each of the insurance policies. Contractor and its insurer shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation of policy.

Add the following:

Consequential Damages. Except for its indemnification obligations, Contractor shall not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

Wireless Service Outages and Product Failures. Contractor's maximum liability for any loss or damage arising out of a wireless Service outage or wireless product failure is limited to: (1) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (2) a refund of the net purchase price of affected wireless Products.

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.

Insert the following, conditional upon, if a conflict exists among provisions, the State's Contract terms and conditions shall supersede the Contractor's standard Business Customer Terms and Conditions:

BUSINESS CUSTOMER TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("Agreement"), by and between Manchester-Nashua Cellular Telephone, L.P. doing business as U.S. Cellular on behalf of itself and its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and the State of New Hampshire on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

1. DEFINITIONS.

- (a) "Equipment" means wireless telephone and data equipment purchased by Customer from USCC or otherwise provided to Customer by USCC for use in connection with Service.
- (b) "Home Market" means the market in which the U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market").
- (c) "Service" means the wireless telecommunication services (including, without limitation, voice and data services) that USCC will provide to Customer pursuant to this Agreement.

2. PROVISION OF SERVICE.

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps and are available at uscellular.com. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(b) **Data Services.** Customer's use of the data services portion of Service (currently known as **easyedge**SM Phone Service), specifically excluding any BlackBerry products or services, shall be governed by this Agreement and the Wireless Data (powered by BREW) End User License Agreement attached hereto as Exhibit A.

(c) **BlackBerry® Services.**

i. Customer's use of any BlackBerry portion of the Service shall be governed by this Agreement and the applicable RIM License(s). For purposes of this Agreement, "RIM License(s)" means the then current standard software license(s), in whatever form or medium provided by Research In Motion Corporation, a Delaware corporation and/or Research In Motion Limited, an Ontario corporation (individually and collectively, "RIM"), in conjunction with the "BlackBerry" wireless handset device and related services, including but not limited to the BlackBerry Enterprise Server ("BES") Software License and

BlackBerry End User/Software License Agreements provided with the BES software and BlackBerry Wireless handset devices, respectively. A current set of versions of RIM License(s) can be found at <http://www.rim.com/legal/index.shtml>. As a condition to receiving any BlackBerry portion of the Service, Customer shall agree to and comply with the RIM License(s). Customer shall be responsible for ensuring that any end user using the BlackBerry portion of the Service through Customer agree to the applicable RIM License(s) as may be required by RIM.

ii. Customer shall be solely responsible for the selection, implementation, and performance of any third party equipment, software and telecommunication equipment and services (including, without limitation, Internet email connectivity) used in connection with the BlackBerry portion of the Service. Customer shall be responsible for insuring that the computer equipment and email system used by Customer in connection with the BlackBerry portion of the Service meets USCC's and RIM's minimum standards for interoperability including, without limitation, those with respect to memory requirements, processing speed, the choice of email server and client software, and the use of dedicated Internet access for accessing Internet email.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

3. Customer Support.

USCC shall provide Customer with a major account support team and customer support as set forth in the Bid Response.

4. RATES AND CHARGES.

(a) Customer shall pay for Service at the rates set forth in Exhibit B.

(b) If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit B, then upon request from Customer, USCC shall provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

(c) USCC shall measure and bill Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

(d) "Application Charges" means the charges incurred for all monthly subscription fees and "per use" fees for data applications.

(e) "Data Network Usage Charges" means the charges for transferring data (e.g., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte.

5. EQUIPMENT.

(a) **USCC shall sell wireless handset Equipment to Customer at the prices set forth in Exhibit B. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.**

(b) At Customer's option, Customer may change the Service rate plan for any of its then-existing Equipment to any other Service rate plan set forth on Exhibit B, provided that such Equipment is compatible with the chosen Service rate plan.

(c) USCC shall sell RIM wireless handset Equipment to Customer at the prices set forth in Exhibit B

6. BILLING AND PAYMENT.

USCC shall bill Customer on a monthly basis for all amounts due hereunder.

Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships including, without limitation, that with RIM

8. INTENTIONALLY REMOVED.

9. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

10. INTENTIONALLY REMOVED.

11. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

12. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

13. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY PORTION OF THE SERVICE PROVIDED BY RIM, ITSELF OR THROUGH OR IN CONJUNCTION WITH USCC, OR FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SUCH SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE BLACKBERRY PORTION OF THE SERVICE PROVIDED BY ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, BY RIM, THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

14. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

15. INTENTIONALLY REMOVED.

16. GOVERNING LAW.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Hampshire. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Attachments and Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

17. NO WAIVER; SEVERABILITY.

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

18. NOTICE.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:
Attn: _____

Customer:
Attn: _____

With a copy to:
United States Cellular Corporation

Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773)864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312)853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

19. COMPLIANCE WITH LAW.

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

20. PUBLICITY AND ADVERTISING.

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

21. IN BUILDING REPEATER SYSTEMS.

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

22. AFFILIATES AND SUBSIDIARIES.

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions

of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

23. CREDIT INFORMATION.

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

24. CONFIDENTIALITY.

(a) **Confidential Information.** To the extent it is not inconsistent with RSA 91-A, "Confidential Information" means all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

(b) **Maintaining Confidentiality.**

Unless otherwise required by law or court order the parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

(c) **Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

(d) Required Disclosures. Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by law, subpoena or other lawful process.

UNITED STATES CELLULAR OPERATING
COMPANY OF MANCHESTER-NASHUA, LP

CERTIFICATE OF INCUMBENCY AND AUTHORITY

I, Mark A. Krohse, am the duly elected Assistant Secretary of United States Cellular Operating Company of Manchester-Nashua, LP (the "Company") and in that capacity do hereby certify that Carter S. Elenz has been duly appointed to the position of Vice President and in that capacity he has full authority to act for and on behalf of the Company for the purpose of submitting the offer as contained and attached to the State of New Hampshire Bid Transmittal Letter executed on January 24, 2013 (RFB 1470-13) and has full authority to enter into Form P-37 Agreement and a binding agreement to be executed between that State of New Hampshire and the Company.

IN WITNESS WHEREOF, I have executed this Certificate on this 27th day of February, 2013.

Mark A. Krohse

Mark A. Krohse
Assistant Secretary and Assistant Treasurer

Subscribed and sworn to before me this 27th day of February, 2013.

Betty J. Zabratanski
Notary public

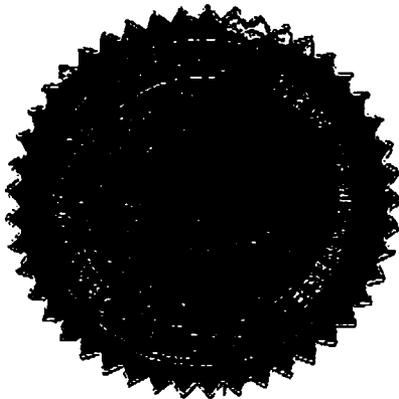
My commission expires: 03/27/2015



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 MANCHESTER-NASHUA CELLULAR TELEPHONE, L.P. doing business in N.H. as MANCHESTER-NASHUA CELLULAR TELEPHONE, LIMITED PARTNERSHIP is a(n) Delaware Limited Partnership registered to transact business in New Hampshire on July 2, 1993. 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 14th day of February, A.D. 2013

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/14/2013

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).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@Marsh.com; Fax: 212-948-0770 PROP	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
	INSURER A : Sentry Casualty Company		28460
	INSURER B : Sentry Insurance A Mutual Co		24988
	INSURER C : N/A		N/A
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CHI-004639498-01 **REVISION NUMBER:** 4

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		90-02578-11	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		90-02578-04	01/01/2013	01/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	90-02578-01 (AOS) 90-02578-02 (WI,MA,NY,ND,OH,WA)	01/01/2013 01/01/2013	01/01/2014 01/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

NH Bureau of Purchase and Property Attn: Paul Rhodes 25 Capital Street Concord, NH 03301	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	--



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/03/2012

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000032986	
INSURED Telephone & Data Systems, Inc. Attn: Joshua Harwood 30 No. LaSalle Street Suite 4000 Chicago IL 60602 USA	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Lexington Insurance Company 19437	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570047207221 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD <input checked="" type="checkbox"/> Bkt B&PP Ded \$100,000	4271592	07/31/2012	07/31/2013	BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP <input checked="" type="checkbox"/> BLANKET BLDG & PP \$10,000,000 <input checked="" type="checkbox"/> Business Income & Ex \$10,000,000	
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	<input type="checkbox"/> CRIME TYPE OF POLICY					
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER United States Cellular Corporation Telephone and Data Systems, Inc. 30 No. LaSalle Street, Suite 4000 Chicago IL 60602 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 <i>Aon Risk Services Northeast, Inc.</i>
--	--

CERTIFICATE NUMBER: 570047207221



© 1995-2009 ACORD CORPORATION. All rights reserved.