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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 Cellco Partnership d/b/a Verizon Wireless of Basking Ridge, NJ, Vendor Code 177660 R001, originally approved by Governor and Executive Council on March 6, 2013, item 5F, 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. 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 Cellco Partnership d/b/a Verizon Wireless.

Respectfully Submitted,

Vicki V. Quiram
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR WIRELESS CELLULAR AND DATA SERVICES
CONTRACT # 8001376**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 14 day of March, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Cellco Partnership d/b/a Verizon Wireless (hereinafter referred to as "the Contractor") 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 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

2. All other provisions of the Agreement, approved by the Governor and Executive Council on March 6, 2013, Item #5F, shall remain in full force and effect.

Cellco Partnership d/b/a Verizon Wireless

By: [Signature]
Todd Loccisano
(Print Name)

Title: Executive Director- Enterprise and Government Contracts

Date: 14 March 2016

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 14 day of March, 2016
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Todd Loccisano

And acknowledge that he executed this document indicated above.

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

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

My commission expires:
8.29.2016
(Date)

Monique D. Mason
NOTARY PUBLIC
Anne Arundel County, Maryland
My Commission Expires 8/29/2016

STATE OF NEW HAMPSHIRE

By: [Signature]
Vicki Quiram
(Print Name)

Title: Commissioner Department of Administrative Services

Date: 3/15/16

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]
Jill Desrochers
(Print Name)

Title: Asst. Attorney General

Date: 3/15/16

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

_____.

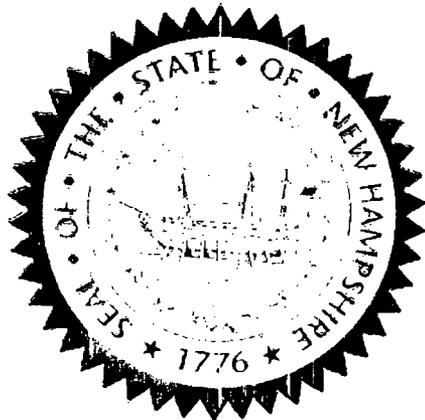
Signed: _____
(Print Name)

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 CELLCO PARTNERSHIP is a(n) Delaware Partnership registered to transact business in New Hampshire on September 12, 1995. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March, A.D. 2016

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

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

Verizon Wireless

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

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

Expiration Date: December 15, 2020

Business ID#: 548934



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

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

William M. Gardner
Secretary of State

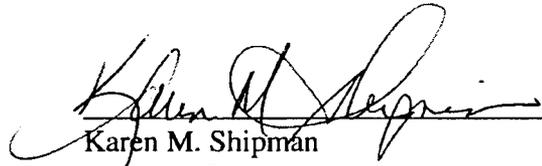
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

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

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

Dated: March 14, 2016


Karen M. Shipman
Assistant Secretary

5F



State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

February 26, 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 Cellco Partnership d/b/a Verizon Wireless of Basking Ridge, NJ (Vendor Code 177660) for the provision of Wireless Cellular Telephone and Data Services in the amount not to exceed \$1,400,000. 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

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 Cellco Partnership d/b/a Verizon Wireless.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon
Commissioner

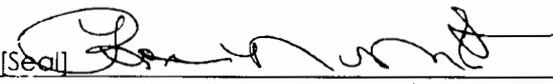
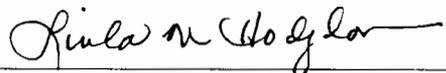
Subject: Wireless Cellular and Data Services

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 Cellco Partnership d/b/a Verizon Wireless		1.4 Contractor Address One Verizon Way Basking Ridge, NJ 07920	
1.5 Contractor Phone Number 603-493-0600	1.6 Account Number N/A	1.7 Completion Date March 31, 2016	1.8 Price Limitation \$1,400,000.00
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 Todd Loccisano – Executive Director, Enterprise & Government Contracts	
1.13 Acknowledgment: State of Maryland, County of Howard On February 22, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Notary Public 4/8/13			
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: 2-27-13			
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

Cellco Partnership d/b/a Verizon Wireless (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 the RIM operating system specified shall be offered for each user one time per line. One free Apple iPhone 4 - 8 GB device shall be offered for each user one time while supplies last. 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 \$1,400,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date through the expiration date set as March 31, 2016.

PRICING:

Basic Voice - No Text or Data

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
\$24.60	\$27.99	\$44.10	\$55.99

Basic Voice - Including Text and Data

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
\$24.60	\$27.99	\$44.10	\$55.99

Smart Phone with PDA

Share Voice Minute Plan	400 Voice Minute Plan	600 Voice Minute Plan	1,000 Minute Plan
\$36.99	\$51.99	\$65.99	\$77.99

Basic + Push to Talk

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	1,000 Minute Plan
\$29.60	\$29.99	\$46.10	\$58.40

ISP ACCESS DATA SERVICE COSTS

	Mobile or Stationary Data Access Service 2 GB Pooled	Mobile or Stationary Data Access Service 5GB Pooled	Smart Phone Service 50MB	Smart Phone Service 5GB
QTY	200	300	100	100
PLAN COST PER DEVICE	\$29.99	\$34.99	\$65.99	\$77.99
INCOMING MINUTES PER DEVICE	N/A	N/A	500	500
COST PER INCOMING MINUTE	N/A	N/A	\$0.00	\$0.00

OUT GOING US MINUTES	N/A	N/A	500	500
COST PER OUT GOING MINUTE	N/A	N/A	\$0.00	\$0.00
COST PER TEXT MESSAGE	N/A	N/A	\$0.00	\$0.00

TELEPHONE AND EQUIPMENT COSTS

ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
Traditional Cellular Telephone	TCT	Casio GzOne Ravine 2	Rugged flip phone	No Charge*
Mobile or Stationary Data Access Equipment for PC Laptop support	MS	Jetpack MIFI 4620LE	Mobile Hotspot	No Charge*
USB Wireless Broadband Card	MS	Pantech UML290	USB Modem	No Charge*
Smart Phone	SP	Blackberry Bold 9930 iPhone 4 8G	RIM Smart Phone iOS 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

ITEM	CATEGORY	DESCRIPTION	COST
America's Choice for SONH Voice Flat Rate Plan: SONH Subscribers Only	TCT	No Minute Plan	\$11.99 - \$.25/min
America's Choice for SONH Additional Voice Line	TCT	Share Voice Plan	\$19.99/month, 100 text/pix msgs per mo.

America's Choice for SONH Add'l Line with Push to Talk	TCT	Share Voice Plan + Push to Talk	\$22.99/month, 100 text/pix msgs per mo.
America's Choice for SONH 400 Minute Voice Calling Plan non-pool	TCT	Non-Share Voice	\$28.70/month, 200 text/pix msgs per mo.
America's Choice for SONH 400 Minute Voice Calling Plan pooled	TCT	Share Voice	\$30.76/month, 200 text/pix msgs per mo.
America's Choice for SONH 600 Minute Voice Calling Plan non-pool	TCT	Non-Share Voice	\$42.04/month, 200 text/pix msgs per mo.
America's Choice for SONH 1000 Minute Voice Calling Plan non-pool	TCT	Non-Share Voice	\$54.35/month, 200 text/pix msgs per mo.
America's Choice for SONH 1000 Minute Voice Calling Plan pooled	TCT	Share Voice	\$56.40/month, 200 text/pix msgs per mo.
America's Choice for SONH 400 Minute Voice and 5GB Data Plan (Non-Pooled)	SP	Non-Share Voice, Unlim Data/Msg	\$49.99/month, unlimited data + unlimited msg
America's Choice for SONH 600 Minute Voice and 5GB Data Plan (Non-Pooled)	SP	Non-Share Voice, Unlim Data/Msg	\$63.99/month, unlimited data + unlimited msg
America's Choice for SONH 1000 Minute Voice and 5GB Data Plan (Non-Pooled)	SP	Non-Share Voice, Unlim Data/Msg	\$75.99/month, unlimited data + unlimited msg
Mobile Broadband Access for SONH 4G - Unlimited Domestic Allowance	MSD	Unlimited Data	\$99.99/month
Mobile Broadband Connect/Hot Spot Feature (With a Voice and 5GB Data Feature)	SP	5 GB Data feature	\$10/month
Mobile Broadband Connect/Hot Spot Feature (With an 5GB Data Plan only)	SP	5 GB Data feature	\$24.00/month
Mobile Broadband Machine-To-Machine Share Plans- Low Usage	MSD	1 MB	\$5.00 per line, per month
Mobile Broadband Machine-To-Machine Share Plans- Low Usage	MSD	5 MB	\$7.00 per line, per month
Mobile Broadband Machine-To-Machine Share Plans- Low Usage	MSD	25 MB	\$10.00 per line, per month
Mobile Broadband Machine-To-Machine Share Plans- Low Usage	MSD	50 MB	\$15.00 per line, per month
Mobile Broadband Machine-To-Machine non-Share Plans- High Usage	MSD	250 MB	\$25.00 per line, per month
Mobile Broadband Machine-To-Machine non-Share Plans- High Usage	MSD	5 GB	\$41.00 per line, per month
Mobile Broadband Machine-To-	MSD	10 GB	\$65.60 per line, per

Machine non-Share Plans- High Usage			month
Mobile Broadband Machine-To-Machine Share Plans- High Usage	MSD	250 MB	\$28.70 per line, per month
Mobile Broadband Machine-To-Machine Share Plans- High Usage	MSD	5 GB	\$49.20 per line, per month
Mobile Broadband Machine-To-Machine Share Plans- High Usage	MSD	10 GB	\$73.80 per line, per month
Global America's Choice for SONH Voice and Global Data Plans: 400 Minute (Non-Pooled)	SP	4 GB Domestic, 1 GB Global Data	\$66.99 per line, per mo.
Global America's Choice for SONH Voice and Global Data Plans: 400 Minute (Pooled)	SP	4 GB Domestic, 1 GB Global Data	\$68.99 per line, per mo.
Global America's Choice for SONH Voice and Global Data Plans: 600 Minute (Non-Pooled)	SP	4 GB Domestic, 1 GB Global Data	\$79.99 per line, per mo.
Global America's Choice for SONH Voice and Global Data Plans: 600 Minute (Pooled)	SP	4 GB Domestic, 1 GB Global Data	\$81.99 per line, per mo.
Global America's Choice for SONH Voice and Global Data Plans: 1000 Minute (Non-Pooled)	SP	4 GB Domestic, 1 GB Global Data	\$92.99 per line, per mo.
Global America's Choice for SONH Voice and Global Data Plans: 1000 Minute (Pooled)	SP	4 GB Domestic, 1 GB Global Data	\$94.99 per line, per mo.

WIRELESS VOICE CALLING PLANS

America's Choice SM for SONH Voice Calling Plans				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
AC for COMA Voice Calling Plans:	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	200	400	600	1000
Monthly Access Charge (non-pooled minutes)	NA	\$28.70	\$42.04	\$54.35
Monthly Access Charge (pooled minutes)	\$27.99	\$30.76	\$44.10	\$56.40
Friends & Family for Government	NA		Up to 10 numbers for entire account, not per user	
Overage Rate	\$0.25 per minute			
Domestic Night & Weekend Minutes	Unlimited			
Domestic Mobile to Mobile Minutes	Unlimited			
Included Domestic Text/PIX/FLIX Messages	200 per month			
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month			
Domestic Long Distance	Included			
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.				

America's Choice 100 Share for SONH Calling Plan

The calling plan detailed below reflects the monthly access fee discount. No additional discounts apply.

The calling plan detailed below reflects the monthly access fee discount. No additional discounts apply.	
Standard Monthly Access Fee	\$24.60
Shared Anytime Allowance Minutes	100
Per Minute Rate	\$0.25
Mobile to Mobile	Unlimited
Night & Weekend	Unlimited
Verizon Wireless Long Distance Rate†	Included
Data Sent or Received*	\$1.99/ MB
Unlimited Push-to-Talk	\$5.00

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Nationwide Unlimited Calling Plan for SONH

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Charge	55.99
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Domestic Long Distance	Included
Data Sent & Received	\$1.99/ MB per data package

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

America's ChoiceSM for SONH Additional Line Voice Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

America's Choice SM for COMA Additional Line Voice Plan	
Monthly Access Charge	\$19.99
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

America's ChoiceSM for SONH Additional Line Voice & Push to Talk Plan

Monthly Access Charge	\$22.99
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Unlimited Push to Talk	Included
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

NOTE: No more than 50% of plans on a single account can be placed on the Additional Line Voice or Additional Line Voice & Push to Talk plans. See attached Calling Plan and Feature Details for important

information about calling plans, features and options

America's ChoiceSM for SONH Voice Flat Rate Plan: COMA Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

America's ChoiceSM for SONH Voice Flat Rate Plan

Monthly Access Charge	\$11.99
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

WIRELESS VOICE & DATA BUNDLED PLANS

(Domestic) America's ChoiceSM for SONH Voice & Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Domestic AC for SONH Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$49.99	\$63.99	\$75.99
Monthly Access Charge (pooled minutes)	\$51.99	\$65.99	\$77.99
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	5GB		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Overage Rate per GB	\$10.00		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
National Access Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

(Global) America's ChoiceSM for SONH Voice & Global Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for SONH Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$66.99	\$79.99	\$92.99
Monthly Access Charge (pooled minutes)	\$68.99	\$81.99	\$94.99
Voice Overage Rate	\$0.25 per minute		
Domestic & Global Data Allowance for Email	4GB Domestic/1GB International		
Domestic per GB Allowance	\$10/GB		
International per KB Rate After Allowance	Canada	Mexico	Rest of World

	\$0.002 per KB	\$0.005 per KB	\$0.02 per KB
Voice Roaming in CDMA Countries	\$0.69 per minute (plus pass through charges)		
International/Global Phone Roaming		Zone 1 Countries	Zone 2 Countries
	Government Subscribers	\$0.99	\$1.99
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.			

WIRELESS DATA PLANS

(Domestic) BlackBerry/Smartphone (Shared Minutes) for SONH Data Plan	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
BlackBerry/Smartphone Shared Minute Data Plan	
Monthly Access Charge	\$36.99
Domestic Data Allowance for Email	5GB
Domestic Overage per GB	\$10.00
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Overage Rate	\$0.25 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
NationalAccess Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. No more than 50% of plans on a single account can be placed on the Blackberry/Smartphone Shared Minute plan.	

(Global) BlackBerry/Smartphone (No Voice Minutes) for SONH Data Plan			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Global BlackBerry/Smartphone Data-Only Plan			
Monthly Access Charge	\$52.99		
Domestic & Global Data Allowance for Email	4GB Domestic/1GB International		
Domestic per GB Allowance	\$10/GB		
International per KB Rate After Allowance	Canada	Mexico	Rest of World
	\$0.002 per KB	\$0.005 per KB	\$0.02 per KB
Voice Roaming in CDMA Countries	\$0.69 per minute (plus pass through charges)		
International/Global Phone Roaming		Zone 1 Countries	Zone 2 Countries
	Government Subscribers	\$0.99/minute	\$1.99/minute
Domestic Data Allowance for Email	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Domestic Anytime Voice Minutes Per Month	0 Minutes.		
Domestic Voice Rate	\$0.12 per minute		

Domestic Text Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.	

Mobile Broadband Access for SONH Calling Plan – 4G	
A discount has been applied and this plan is not eligible for any further discounts.	
Mobile Broadband Access Only	
Discounted Monthly Access Fee	\$99.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per KB	NA
National-Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance ¹	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Users that exceed 5GB in any given month will have data throughout speeds reduced for the remainder of the given month. This plan is not eligible to be used for streaming video or machine-to-machine (M2M) applications.	

4G Mobile Broadband Access 5 Gigabyte Pooled Plan	
A discount has been applied and this plan is not eligible for any further discounts.	
4G Mobile Broadband Access Only	
Discounted Monthly Access Fee	\$34.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	5 Gigabytes Pooled
Overage Rate Per GB	\$10.00
National-Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance ¹	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. This plan will only pool allowances with subscribers on the 4G Mobile Broadband Access 5 Gigabyte Pooled Plan.	

Mobile Broadband Access Calling Plan for Tablet/Netbook Devices	
A discount has been applied and this plan is not eligible for any further discounts.	
4G Mobile Broadband Access Only	
Discounted Monthly Access Fee	\$29.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	2 GB Pooled
Overage Rate Per GB	\$12.00
National-Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance ¹	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. This plan will only pool allowances with subscribers on the 4G Mobile Broadband Access 2 Gigabyte Pooled Plan for Tablet/Netbook Devices.	

VZ Access Calling Plans for SONH (National Access/Broadband Access and Global Access)	
A discount has been applied and this plan is not eligible for any further discounts.	
Global Access*	

Monthly Access Fee	\$101.39
Domestic GB Allowance	5GB (U.S. and Canada)
Domestic Overage per GB	\$10.00
Global MB Allowance – Tier 1	100 MB in Tier 1 countries
Data Overage – Tier 1	\$0.005 per kilobyte (in Tier 1 countries)
NationalAccess Roaming (International) – Tier 2	\$0.020 per kilobyte (beyond Tier 1 countries)
Home Airtime Rate†	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.020/KB) in Tier 2 Countries. **Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.020/KB in Tier 2 Countries.

Mobile BroadbandAccess Connect/Hot Spot Feature Plans

Discount has already been applied as indicated herein and is not eligible for any further discount.

	Optional Feature Access Fee	Data Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan)	\$10.00	5 GB	\$0.002 per Kilobyte
For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data-only plan)	\$24.00		

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Global Mobile Broadband Connect/Hot Spot Feature Plans

The plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Charge	Monthly Allowance	Rate After Allowance (Canada)	Rate After Allowance (Mexico & Rest of the World)
\$23.40	50 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$54.60	150 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$97.50	300 Megabyte	\$2.00 Per MB	\$5.00 Per MB

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

MACHINE-TO-MACHINE/ TELEMETRY PLANS

Mobile Broadband Machine-to-Machine Share Plans – Low Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00
Overage Rate Per Megabyte	\$3.00			
National Access Roaming (Canada) Per Kilobyte	\$0.002			

Mobile Broadband Machine-to-Machine Plans – High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	250 MB	5 GB	10 GB
Monthly Access Charge	\$25.00	\$41.00	\$65.60
Share Option	\$10.00	\$10.00	
Overage Rate Per Megabyte	\$0.03		
National Access Roaming (Canada) Per Kilobyte	\$0.002		

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. **Sharing:** Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.

ADDITIONAL WIRELESS SERVICES

Calling Features

Calling Plan Features are not eligible for any additional discounts

Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 ConnectSM† (Airtime and other charges may apply.)
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The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

TXT , PIX FLIX Messaging & Enhanced TXT Messaging³	\$10.00 (Unlimited TXT/PIX/FLIX msgs. included)		
GSM International Roaming⁴ Global Phone	Zone 1 Countries	\$0.99/ minute	
	Zone 2 Countries	\$1.99/ minute	
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges		

Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. ²Nights and Weekends feature details apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³TXT Messaging feature details apply. ⁴Get Pix feature details apply. ⁵Mobile Web feature details apply. ⁶Global Phone plan details apply and require the Global Phone handset. Please contact your Verizon Wireless representative for the most current offer.

VZ Navigator	\$9.99 Monthly plus airtime charges (airtime charges are incurred during downloading, rerouting, and point of interest lookup).
	<p>VZ Navigator is a downloadable Get It Now application (located under get GOING) allowing Customers to get audible turn-by-turn directions, find nearby points of interest, and map their location on select handsets. VZ Navigator uses the Location Based Services (LBS) platform. VZ Navigator is only available on new <u>LBS Compatible Handsets</u></p> <p>http://www.getitnow.vzwshop.com/index.aspx?id=news_going_details&appld=4754&bhcp=1.</p> <p>VZ Navigator is available while Customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. VZ Navigator uses GPS, which has variable degrees of accuracy. Margin of error will vary based upon location, visibility to satellites, atmospheric conditions and other factors. For this reason, Verizon Wireless is unable to make any guarantees or representations regarding the accuracy of VZ Navigator.</p>

Enterprise Messaging Plans

Please note that these plans are being offered as Open Market. Contingent upon execution of a Blanket Purchase Agreement between the parties.

Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
Unlimited (For Public Safety/First Responders Only as defined below*)	\$0.00*	--
100,000	\$200.00	\$0.02
Unlimited	\$500.00	--

*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety / First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities

Wireless Priority Service (WPS)

Discounted Monthly Access Fee	\$4.50
Discounted Feature Initiation Charge	\$10.00
Per Minute of Use Charge	\$0.75

NOTE: Wireless Priority Service Access (WPS Access) is subject to the plan details of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

Verizon Wireless Field Force Manager

Optional Feature Access Charge – Basic*	\$22.49
Optional Feature Access Charge – Premium	\$37.49

NOTE: *Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or

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higher. **Field Force Manager:** By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess feature details.

ZipIt (Pager Service)

Please take note that, in the event of an award of business pursuant to this proposal, separate agreements must be negotiated and executed between the SONH and Verizon Wireless for wireless network services, and between the SONH and Zipit Wireless, for the services* it will provide

Discounted Monthly Access Fee	\$15.00
Monthly Megabyte Allowance	3 MB
Overage Rate Per Kilobyte	\$0.005 per KB
Test Messages	\$0.10 per Text Message

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Verizon Wireless Calling Plan and Feature Details

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

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

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}

¹Airtime charges apply to all calls simultaneously.

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

³Airtime charges apply to message retrieval.

⁴11 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXT Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXT message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

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

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

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible

for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

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

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and feature details. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 feature details apply and can be found at www.verizonwireless.com

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, plan details. Complete feature details for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the requirements of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless

camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates and plan details apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may

display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. For the Mobile Broadband Access for SONH Calling Plan – 4G, should a customer exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

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

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

SONH Equipment Pricing Matrix			
Type	Model	Model #	Price
Basic	GZ1 Ravine 2	C781H	\$0.00
Data	4G USB Modem	UML290VW-G	\$0.00
Data	MiFi 4620LE (4G LTE Hotspot)	MIFI4620LE	\$0.00
Smartphone	9330 (Curve 3G)	BB9330	\$0.00
<p>For specific product functionality and features, device and calling plan/feature compatibility, and for the latest equipment pricing, see your Verizon Wireless Government Account Manager. All PC Card, USB Modem, notebooks with Mobile Broadband Built-In, Smartphone or BlackBerry device purchases must be combined with an eligible data plan. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing. Verizon Wireless reserves the right to disconnect cellular service if a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10-month upgrade policy. Other restrictions may apply. Government Subscriber Equipment Pricing listed in this matrix is not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. All Equipment is promotional and subject to availability. Verizon Wireless reserves the right to add or discontinue models.</p>			

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

INVOICE

INVOICING AND REPORTING REQUIREMENTS

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

Monthly Reports

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

Invoicing Services

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

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be 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.

EXHIBIT C

SPECIAL PROVISIONS

Delete Section 6.3 in its entirety and substitute the following:

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 provide information and records to the State or United States as reasonably needed for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement. Contractor shall provide such information and records as soon as reasonably possible after notice and request of not less than one month. Contractor's obligation to provide information and records under this Section shall expire one year after the end of this Agreement.

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 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 take precedence:

Definitions:

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

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

Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (i.e., those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. Other rates, charges and fees, including but not limited to charges for options, features, applications and 411 Connect, may be changed following 30 days' written notice. Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 1 year). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribers.

M2M Management Center: The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center may be provided by Verizon Wireless' third party supplier nPhase. The set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless and nPhase retain full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof. The limitation of liability, limitation of damages and disclaimer of warranties sections of the Agreement apply to nPhase and to services provided hereunder by nPhase.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2013

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 AOR Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT PHONE (AC No. Ext) (866) 783-7127 FAX (AC No.) (847) 953-5390	
	E-MAIL ADDRESS	
INSURED Cellco Partnership d/b/a Verizon Wireless One Verizon Way Basking Ridge NJ 07920-1097 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Ins Co	23841
	INSURER C: Illinois National Insurance Co	23817
	INSURER D:	
	INSURER E:	

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 57004910487 REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	POLICY EXPIRES	LIMITS
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AOU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CA 440649	06/30/2012	06/30/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$2,000,000 MED EXP (Per person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
A AUTOMOBILE LIABILITY <input checked="" 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	CA 498-28-19 AOS CA 498-28-21 RA CA 498-28-20 VA	06/30/2012	06/30/2013	COMBINED SINGLE (Any) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE FIRE THEFT
<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICE NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	NH061967945 AOS NH061967949 RA, WI, MD, OH, WA, WI, WV, NY	06/30/2012	06/30/2013	<input checked="" type="checkbox"/> E L EACH ACCIDENT \$1,000,000 <input type="checkbox"/> E L DISEASE-EA EMPLOYEE \$1,000,000 <input type="checkbox"/> E L DISEASE-POLICY LIMIT \$1,000,000

Certificate No.: 570049109487

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 re: wireless cellular and Data Services.
 State of New Hampshire is included as additional insured under the general liability policy as required by written contract

CERTIFICATE HOLDER State of New Hampshire 25 Capitol Street Concord NH 03301 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
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Contractor Initials
 Date 2-22-2013


Corporation Division

[Search](#)
[By Business Name](#)
[By Business ID](#)
[By Registered Agent](#)
[Annual Report](#)
[File Online](#)

Date: 2/28/2013**Filed Documents**

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Verizon Wireless	Legal

Trade Name - Domestic - Information

Business ID:	548934
Status:	Active
Entity Creation Date:	12/15/2005
Principal Office Address:	180 Washington Valley Rd Bedminster NJ 07921
Principal Mailing Address:	No Address
[Name Not Available]	[Address Not Available]

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

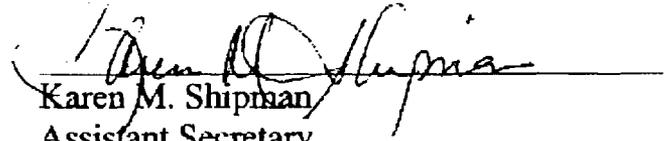
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

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

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

Dated: February 22, 2013

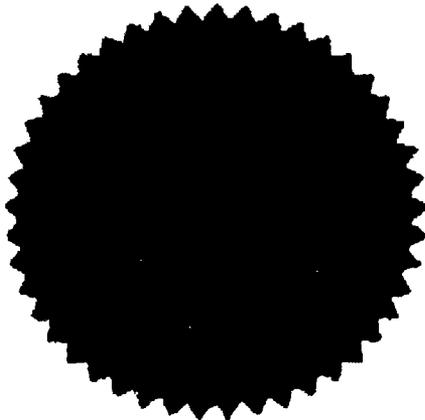

Karen M. Shipman
Assistant Secretary

Certificate of Good Standing

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire do hereby certify that CELLCO PARTNERSHIP is a(n) Delaware Partnership registered to transact business in New Hampshire on September 12, 1995. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of January, A.D. 2013

William M. Gardner
Secretary of State