



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

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

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

July 22, 2020

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with N.H. #1 Rural Cellular Inc. (U.S. Cellular) of Chicago, IL, vendor # 289867, for an amount not to exceed \$2,949,061.32 total for a two (2) year and five (5) month contract, for Wireless Cellular and Data Services. The term shall be effective for approximately two years and five months beginning with Governor and Council approval and ending on March 31, 2023.

Funding is provided through individual agency expenditures; none of which shall be permitted unless there are sufficient appropriated funds in a specific Accounting Unit to cover the expenditure.

## EXPLANATION

The State currently utilizes three contracts for Wireless Cellular and Data Services, which are set to expire September 30, 2020. In order to provide for the continuation of these essential services the Department, through the Bureau of Purchase and Property, released a request for proposals on October 7, 2019 that received five (5) responses.

It is the Department's intent to enter into multiple contracts with various vendors in order to ensure optimal coverage and functionality for the utilizing State agencies. This is one of four contracts that the Department intends to bring forward for approval.

The cellular data services are important to the operations 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 N.H. #1 Rural Cellular Inc. (U.S. Cellular).

Respectfully submitted,

Charlie M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Wireless Cellular & Data Service	Agency:	Statewide
Bid #	2239-20	Requisition: #	N/A
Agent Name	Erica Brisson	Bid Closing:	11/13/19 @ 11:00 AM

	AT & T	T MOBIL	US CELLULAR	VERIZON	SPRINT
OVERALL TOTAL SCORE	44	95	82	81	92



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doit](http://www.nh.gov/doit)

Denis Goulet  
Commissioner

July 9, 2020

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with NH #1 Rural Cellular, Inc. (U.S. Cellular) as described below and referenced as DoIT No. 2020-007.

This contract will provide wireless cellular and data services to all State Agencies. Services include traditional cellular telephone service, domestic use ISP access data services and Smartphone services.

The amount of the contract shall not exceed \$2,949,061.32 and shall be effective upon Governor and Executive Council approval through March 31, 2023.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

 for

Denis Goulet

DG/ik  
RID # N/A  
DoIT #2020-007

cc: Erica Brisson, DAS BoPP

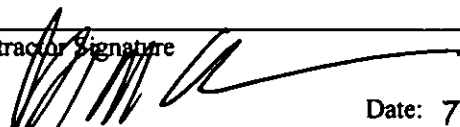

*"Innovative Technologies Today for New Hampshire's Tomorrow"*

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

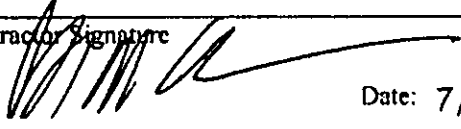
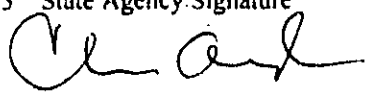
1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name N.H. #1 Rural Cellular Inc		1.4 Contractor Address 8410 W Bryn Mawr Ave. Suite 700 Chicago, IL 60631	
1.5 Contractor Phone Number 865-216-2861	1.6 Account Number Various	1.7 Completion Date March 31, 2023	1.8 Price Limitation \$2,949,061.32
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 7/17/20		1.12 Name and Title of Contractor Signatory Jay Ellison Executive Vice-President and Chief Operating Officer	
1.13 State Agency Signature  Date: 7/22/20		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: <i>Takhmina Rakhmatova</i> On: 7/30/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## **9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### **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. The 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. 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.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



**EXHIBIT A**  
**SPECIAL PROVISIONS**

1. 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."
2. 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. 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. The covenant in paragraph 13 shall survive the termination of this Agreement."
3. Delete Section 14.1.2
4. Delete Section 14.3 and substitute the following: "Contractor shall furnish the Contracting Officer identified in block 1.9 or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement with the renewal of each of the insurance policies. Contractor and its insurer shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days' prior written notice of cancellation of policy."
5. Section 4: Adding the following provision:

"If there are no available appropriated funds for more than thirty (30) days, the Contractor may terminate this agreement with thirty (30) days 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.

**EXHIBIT B**  
**SCOPE OF SERVICES**

**1. INTRODUCTION**

N.H. #1 Rural Cellular Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Wireless Cellular and Data Services in accordance with the bid/proposal submission in response to State Request for Proposal #2239-20 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2239-20
- f. EXHIBIT E Business Customer Service Agreement

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "Business Customer Service Agreement," and (6) EXHIBIT E "RFP 2239-20."

**3. TERM OF CONTRACT**

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter until March 31, 2023, unless extended for additional terms.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure, subject to the approval of the Governor and Executive Council.

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

**4. SCOPE OF WORK**

Contractor shall provide wireless cellular and data services available to all State Agencies.

**TECHNICAL REQUIREMENTS:**

The Contractor shall consider the State as one large account. It is not the intent of the State to receive variable services per State Agency under multiple Contractor programs, unless such services are provided under State accepted balance of product line which results in reduced costs of services.

The Contractor shall complete equipment distribution and turn-up (porting of numbers and devices ready for use) requiring that all services be fully operable, no later than thirty (30) days after Contract

commencement. 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 shall maintain a staff of fully certified and experienced technicians for provisioning and maintenance of service.

**NETWORK:**

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

**COVERAGE AREA:**

The Contractor shall provide coverage for each Telephone and Data service:

- Traditional Cellular Telephone Service for voice operational coverage shall be 85% of all geographic areas of New Hampshire.
- ISP Access Data Service for SmartPhones and wireless "Air Card" coverage for 80% of all geographic areas of New Hampshire.
- Nationwide coverage for all services offered.

**PORTING OF EXISTING TELEPHONE NUMBERS:**

Contractor shall port all lines no later than thirty (30) days after Contract commencement.

**TYPE OF SERVICE:**

**TRADITIONAL CELLULAR TELEPHONE SERVICE, DOMESTIC USE:**

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One (1) free voice device shall be offered for each user one (1) time per line. Otherwise devices shall be eligible for upgrade at prices included in any awarded contract.

**ISP ACCESS DATA SERVICES:**

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is third generation (3G) fourth generation (4G LTE) service and fifth generation (5G).

**SMARTPHONE SERVICES:**

A SmartPhone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail, web browsing, take and display photos and videos, and data storage. Phones must be capable of accessing Microsoft Exchange Server and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this service shall be referred to as SmartPhone (SM) equipment. One (1) free SmartPhone device for each accepted operating system specified shall be offered for each user per line. The free device shall sustain the

End of Life support of the SmartPhone's manufactures as it relates to update support. For example, if a device is not able to update to the latest operating system (OS) then a new free device shall be provided. The Contractor shall permit the upgrade of devices annually at no cost. Otherwise, devices shall be eligible for upgrade at prices included in the Exhibit C.

One (1) free SmartPhone sample 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. Devices 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 regardless of whether it is a personal or State of NH device.

#### **COVERAGE:**

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

- Traditional Cellular Telephone Service:  
Minimum 85% coverage of the geographic area of New Hampshire.
- ISP Access Data Services:  
Minimum 80% coverage of geographic area of New Hampshire at 3G & 4G LTE data rates.

#### **LICENSES:**

The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Contractor shall file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Proposal 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 shall insure that services do not operate in conflict with alternate service providers. Contractor shall provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy 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 the Contract. Only services requested and authorized by the State shall be replaced. The Contractors 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.

**PURCHASE ORDERS:**

The State may email, mail, or fax Purchase Orders (PO) as requests for service. Contractor shall accept State Purchase Orders whenever used. If a PO is used, the applicable contract number shall be referenced in the body of the PO.

**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 (EST), to request services. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smartphones. Only Smartphones previously approved by the State Department of Information Technology shall be provided. No tablets may be purchased under this Contract.

- The Contractor shall be responsible to provide to DoIT-Statewide Telecommunications, a monthly report in Microsoft Excel to track each Smart Phone issued and/or in-use under this contract identifying (at a minimum) the device model, serial number, Agency/User assigned the device, date of issuance, date of termination, and date equipment returned to Contractor.

**CONTRACTOR SIGNATURE DOCUMENTS:**

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

**INITIAL SERVICE REQUESTS:**

The Contractor shall contact designated State agencies to perform a service needs analysis as directed by the State at the initiation services. The Contractor shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Information Technology (DoIT) Telecommunications Section prior to deployment.

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

**ADDITION AND REMOVAL OF USERS:**

Telephone subscriptions may be added or removed from service at any time during the Contract term, with a maximum requirement of a thirty (30) day or one (1) calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date. All provided cellular telephone and Smartphone devices shall be returned to the Contractor within thirty (30) days following requested termination. Any accessories provided shall be retained as property of the State.

**RETURNS:**

Return Authorization credits shall be provided without penalty for faulty equipment.

- Contractor shall provide the State with a single point of contact and address for the return of equipment.
- Contractor shall be responsible for all shipping charges for faulty equipment returned.
- Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from notification of failure. Such service shall be available to State users by placing a single telephone call to the Contractor.
- The Contractor shall be responsible to accept all equipment returned following the termination of a line or the upgrade of a device.

**USER TRAINING:**

When requested, the Contractor shall coordinate and make available training of users on the operation of the individual telephone, service access and features upon delivery of equipment. Requested training shall be made 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. When requested, training shall be provided, at no cost to the State; in addition, the Contractor may also provide user training materials on-line at no cost to the State.

**USER DOCUMENTATION:**

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

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

**CUSTOMER SUPPORT SERVICES:**

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

- Account Management

The Contractor shall provide a single point of contact for the State or its representative(s). Contractor shall 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 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 ACH or credit card (P-Card) payments from the State.

- Problem Resolution

The Contractor shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. (EST) 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.

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

**TECHNOLOGY UPDATES:**

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges or fees for termination of a given service by the State or when the State elects to discontinue a service and/or requests replacement or upgrade of service with another offering while remaining a customer of that same Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates.

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

**INTRODUCTION OF NEW TECHNOLOGY:**

Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract, any such change shall be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not 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.

**INVOICING AND REPORTING REQUIREMENTS:**

Invoices and reports are required throughout the duration the Contract as denoted below.

- **Monthly Reports**

The Contractor shall provide a Monthly Summary Report detailing services provided under this contract to both the Department of Administrative Services, Bureau of Plant and Property and the Department of Information Technology - Statewide Telecommunications. Included in the Monthly Summary Report shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, data usage, telephone minute usage, date of the last usage, equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. **The State shall not be required to use any Contractor associated website as the main source to gather this information. The contractor may provide website access as an additional tool to the State of New Hampshire but is not to be used in lieu of any reporting requirements.**

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

- Invoicing Services

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

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

- Invoice Details

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

- Invoice Corrections

The Contractor shall provide within ten (10) working days after notification, 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 the same information. Paper invoices and electronic reports shall reflect the 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 shall 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.

**REPAIR, MAINTENANCE AND INSTALLATION SERVICES:**

The Contractor shall make services available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate repair, maintenance and installations required to ensure continued operation of all services throughout the duration of the contract. The Contractor shall provide a dedicated representative to the State account, and a 24/7 trouble reporting telephone number managed by the dedicated Representative. The Representative shall be available to receive service trouble calls, service outage reports, etc., and provide the State DoIT-Statewide Telecommunications with regular service resolution/restoration reports and timelines.

**TOLL FREE TELEPHONE NUMBER:**

A toll-free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel shall be knowledgeable of the services and devices as configured for the State.

**TELEPHONES AND EQUIPMENT:**

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, SmartPhones, and Data services. The Contractor shall also offer equipment for purchase at the discretion of the State. The Contractor shall 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 purchased by the State 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:

- Standard Wall Charger.
- 12-volt Car Charger.
- Choice of cell phone case (including belt clip holster or belt clip carrying case).
- Bluetooth earpiece/headset.
- Screen protectors for SmartPhones.

- Hand Held Portable Telephones

Traditional Cellular 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 for purchase.

Contractor shall provide a full range of SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved device is the iOS).

- 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 shall provide a full physical, operating and technical description of each device offered.

- Machine-to-Machine

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

- Bluetooth Equipment

Contractor shall provide devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall also be offered at a minimum discount for the entire term of any awarded contract.

- Existing Equipment

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

- Equipment Maintenance and Warranty

The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. All equipment shall remain fully functional throughout the duration of the contract. Any equipment purchased by the State shall be provided with a three (3) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified-like new device. Replacement shall be provided within three (3) State business days of notification. It will be acceptable through the course of the term of service 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 a 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 State 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 Contractor services allowing functionality throughout most areas of the United States.

**INTERNATIONAL SERVICE COMPATIBILITY:**

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

**E911 AND FCC SERVICE COMPATIBILITY:**

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

**SERVICE FEATURES:**

The Contractor shall offer service features as defined below. All offered features shall be clearly defined and priced in Exhibit C.

- 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.

**CONTRACTOR COMPANY AND STAFF QUALIFICATIONS (EXPERIENCE):**

Contractor shall have a minimum of five (5) years of experience in provisioning wireless cellular and data services to larger entities, preferably inclusive of government customers. Administrative and technical staff shall be of sufficient size and knowledge base to support the State in its initiatives.

**Subcontractors (Solution):**

- a. Services shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any other contractor without prior written approval by the State.
- b. The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- c. Subcontractors must abide by all terms and conditions under any the Contract.

**ADDITIONAL REQUIREMENTS**

- a. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

- b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- c. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- d. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- e. 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.
- f. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- g. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. TERMINATION**

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

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

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2239-20, as described herein, and under the terms of this Contract.

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

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

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

**8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a ten (10) day prior written notice.

**9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Wireless Cellular and Data services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,949,061.32; 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 as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

**Basic Voice – No Text or Data**

200 MINUTES	400 MINUTES	UNLIMITED
\$10.00	\$20.00	\$23.00

**BASIC VOICE- INCLUDING TEXT & DATA**

1000 MINUTES	UNLIMITED
\$32.50	39.99

**SMARTPHONE**

4 GB W/ UNLIMITED MINUTES	UNLIMITED DATA PLAN
\$32.50	\$39.99

**4G MOBILE BROADBAND ACCESS/HOTSPOT**

2 GB	5 GB	10 GB	UNLIMITED
\$19.80	\$30.00	\$35.00	\$39.00

**TELEPHONE & EQUIPMENT COSTS**

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	MODE/VERSION	INITIAL COST PER ITEM**	Replacement COST per ITEM***
Traditional Cellular Telephone	TCT	ANS	F30	\$ 0.01	\$ 79.92
Traditional Cellular Telephone	MS	Inseego	MiFi 7000	\$ 0.01	\$ 191.52
Mobile or Stationary Data Access Equipmen for PC Laptop Support	MS	Inseego	MiFi 7000	\$ 0.01	\$ 191.52
USB Wireless Broadband Card	MS	Inseego	MiFi 7000	\$ 0.01	\$ 191.52
Smart Phone	SP	Apple	iPhone 8	\$ 0.01	\$ 448.80

Smart Phone Mobile Antivirus and Mobile anti-Malware Protection antivirus only available on Android	SP	Device Protection +	Standard Plan	\$ 9.99	\$ 9.99
Standard Wall Charger	TCT			No Charge	Incl w/each new device
Fast Charge Wall Charger	SP	Ventev	Wallport RQ1300	\$ 22.49 after disc *	
12-volt Car Charger	TCT/SP	Ventev	Dashport	\$ 26.24 after disc *	
Wireless Charger	SP	Samsung	Battery Pack 10K	\$ 44.49 after disc *	
Cell Phone Power Pack	SP	Mophie	Powerstation 5K	\$ 29.99 after disc *	
Cell Phone Case (includes Belt clip holster type)	TCT/SP	Otterbox	Defender	\$ 37.49 after disc *	
Corded Earpiece (Ear-bud)	TCT			No Charge	Incl w/each new device
Bluetooth Earpiece/Headset	SP	Plantronics	Explorer 80 Series	\$ 29.99 after disc *	
Traditional Cellular Telephone	TCT	Kyocera	Dura XA	\$ 199.99	\$ 249.99
Traditional Cellular Telephone	TCT	LG	Wine LTE UN220	\$ 149.99	\$ 228.00
Traditional Cellular Telephone	TCT	Sonim	XP3 Camera	\$ 199.99	\$ 240.00
Traditional Cellular Telephone	TCT	Sonim	XP3 Camera Non-Camera	\$ 199.99	\$ 240.00
Traditional Cellular Telephone	TCT	Sonim	XP5s	\$ 249.99	\$ 339.00
Smart Phone	SP	Apple	iPhone 8 Plus 64GB	\$ 99.00	\$ 549.86
Smart Phone	SP	Apple	iPhone 8 256GB	\$ 149.00	\$ 599.86
Smart Phone	SP	Apple	iPhone 8 Plus 256GB	\$ 249.00	\$ 699.86
Smart Phone	SP	Apple	iPhone XR 64GB	\$ 49.99	\$ 599.00
Smart Phone	SP	Apple	iPhone XR 128GB	\$ 99.99	\$ 649.00
Smart Phone	SP	Apple	iPhone XR 256GB	\$ 199.99	\$ 749.00
Smart Phone	SP	Apple	iPhone XS 64GB	\$ 449.00	\$ 899.00
Smart Phone	SP	Apple	iPhone XS 256GB	\$ 599.00	\$ 1,049.00
Smart Phone	SP	Apple	iPhone XS 512GB	\$ 799.00	\$ 1,249.00
Smart Phone	SP	Apple	iPhone XS Max 64GB	\$ 549.00	\$ 999.00
Smart Phone	SP	Apple	iPhone XS Max 256GB	\$ 699.00	\$ 1,149.00
Smart Phone	SP	Apple	iPhone XS Max 512GB	\$ 899.00	\$ 1,349.00
Smart Phone	SP	Apple	iPhone 11 64GB	\$ 249.00	\$ 699.00
Smart Phone	SP	Apple	iPhone 11 128GB	\$ 299.00	\$ 749.00
Smart Phone	SP	Apple	iPhone 11 256GB	\$ 399.00	\$ 849.00

Smart Phone	SP	Apple	iPhone 11 Pro 64GB	\$ 549.00	\$ 999.00
Smart Phone	SP	Apple	iPhone 11 Pro 256GB	\$ 699.00	\$ 1,149.00
Smart Phone	SP	Apple	iPhone 11 Pro Max 64GB	\$ 649.00	\$ 1,099.00
Smart Phone	SP	Apple	iPhone 11 Pro Max 256GB	\$ 799.00	\$ 1,249.00
Smart Phone	SP	Apple	iPhone 11 Pro Max 512GB	\$ 999.00	\$ 1,449.00
Smart Phone	SP	Google	Pixel 3 64GB	\$ 399.99	\$ 699.99
Smart Phone	SP	Google	Pixel 3 128GB	\$ 499.99	\$ 799.99
Smart Phone	SP	Google	Pixel 3 XL 64GB	\$ 499.99	\$ 799.86
Smart Phone	SP	Google	Pixel 3 XL 128GB	\$ 599.99	\$ 899.86
Smart Phone	SP	Google	Pixel 3a	\$ 0.01	\$ 199.00
Smart Phone	SP	Google	Pixel 3a XL	\$ 79.00	\$ 279.00
Smart Phone	SP	Google	Pixel 4 64GB	\$ 499.99	\$ 799.00
Smart Phone	SP	Google	Pixel 4 128GB	\$ 599.99	\$ 899.00
Smart Phone	SP	Google	Pixel 4 XL 64GB	\$ 599.99	\$ 899.00
Smart Phone	SP	Google	Pixel 4 XL 128GB	\$ 699.00	\$ 999.00
Smart Phone	SP	LG	K40	\$ 0.01	\$ 179.99
Smart Phone	SP	LG	K8s	\$ 0.01	\$ 149.99
Smart Phone	SP	LG	Stylo 4	\$ 79.99	\$ 269.86
Smart Phone	SP	LG	X Venture	\$ 99.99	\$ 360.00
Smart Phone	SP	LG	G8 ThinQ	\$ 499.99	\$ 799.99
Smart Phone	SP	LG	V40 ThinQ	\$ 599.99	\$ 899.86
Smart Phone	SP	Motorola	E5 Play	\$ 0.01	\$ 168.90
Smart Phone	SP	Motorola	E6	\$ 0.01	\$ 168.90
Smart Phone	SP	Motorola	G7 Play	\$ 0.01	\$ 210.00
Smart Phone	SP	Samsung	A10e	\$ 0.01	\$ 180.00
Smart Phone	SP	Samsung	A20	\$ 49.99	\$ 270.00
Smart Phone	SP	Samsung	Galaxy A50	\$ 0.01	\$ 349.99
Smart Phone	SP	Samsung	Galaxy S9	\$ 199.99	\$ 499.99
Smart Phone	SP	Samsung	Galaxy S10e 128GB	\$ 299.99	\$ 599.99
Smart Phone	SP	Samsung	Galaxy S10e 256GB	\$ 449.99	\$ 749.86
Smart Phone	SP	Samsung	Galaxy S10 128GB	\$ 449.99	\$ 749.99
Smart Phone	SP	Samsung	Galaxy S10 Plus 128GB	\$ 549.99	\$ 849.99
Smart Phone	SP	Samsung	Galaxy Note 10	\$ 649.99	\$ 949.99
Smart Phone	SP	Samsung	Galaxy Note 10 + 256GB	\$ 799.99	\$ 1,099.99
Smart Phone	SP	Samsung	Galaxy Note 10 + 512GB	\$ 899.99	\$ 1,199.99
Smart Phone	SP	Samsung	Galaxy S20 5G 128GB	\$ 699.99	\$ 999.99
Smart Phone	SP	Samsung	Galaxy S20 Plus 5G 128GB	\$ 899.99	\$ 1,199.99



Smart Phone	SP	Samsung	Galaxy S20 Plus 5G 512GB	\$ 1,049.99	\$ 1,349.99
Smart Phone	SP	Samsung	Galaxy S20 Ultra 5G 128GB	\$ 1,099.00	\$ 1,399.00
Smart Phone	SP	Samsung	Galaxy S20 Ultra 5G 512GB	\$ 1,299.00	\$ 1,599.00
Smart Phone	SP	Sonim	XP8	\$ 399.99	\$ 699.99

\*\$50 Accessory credit may be used towards purchase of accessories for any new lines and existing paygo lines with a rate plan or usage > \$29.99.

\*\* Upgrade cost (annually) is equivalent to initial cost per item.

\*\*\* Replacement cost is defined as cost for item purchased outside of new line or line upgrade (annually).

#### **BALANCE OF PRODUCT LINE**

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	COST	% DISCOUNT	LABEL
Pay as You Go plan Add-ons:					
PAY-AS-YOU-GO-TEXT MESSAGING	TCT/SP		\$ 0.10	\$ -	\$0.10 per msg
TEXT MESSAGING 250	TCT/SP		\$ 4.95	\$ -	\$4.95 for 250 msgs, \$0.10/text overage
TEXT MESSAGING 750	TCT/SP		\$ 9.95	\$ -	\$9.95 for 750 msgs, \$0.10/text overage
UNLIMITED TEXT MESSAGING	TCT/SP		\$ 14.95	\$ -	SMS msg
UNLIMITED TEXT/PIX/VID MESSAGING	TCT/SP		\$ 19.95	\$ -	
UNLIMITED MOBILE TO MOBILE	TCT/SP		\$ 10.00	\$ -	
UNLIMITED MESSAGING	TCT/SP		\$ 10.00	\$ -	
5 GB SMRTPH DATA VERTICAL	SP		\$ 24.95	\$ -	\$9/GB overage
UNL (22 GB) SMRTPH DATA VERTICAL Data speed slowed after 22GB LTE	SP		\$ 26.95	\$ -	No overage
First Responder Plan (UNL Voice, Msg, UNL LTE data - no throttling) for Police, Fire and Ambulance Service Providers	SP/MSD		\$ 39.99	\$ -	Police, Fire, Ambulance Svc providers
UNL Voice & MSG & 1GB Data speed slowed after 1GB LTE	TCT/SP		\$ 30.00	\$ -	
UNL Voice & MSG & 5GB Data speed slowed after 5GB LTE	SP		\$ 32.50	\$ -	
UNL Voice & MSG & 25GB Data speed slowed after 25GB LTE	SP		\$ 39.99	\$ -	
2GB LTE data only plan	MSD		\$ 19.80	\$ -	
5GB LTE data only plan	MSD		\$ 30.00	\$ -	
10GB LTE data only plan	MSD		\$ 35.00	\$ -	

Government UNL Data Only Plan with 25GB LTE data	MSD		\$ 39.00	\$ -	
<b>\$50 accessory credit for any new and existing lines with rate plan or usage &gt; \$29.99</b>					
M2M Pooled 512KB	MSD		\$ 2.80	\$ -	\$1/MB overage
M2M Pooled 1MB	MSD		\$ 3.50	\$ -	\$1/MB overage
M2M Pooled 2MB	MSD		\$ 4.50	\$ -	\$1/MB overage
M2M Pooled 3MB	MSD		\$ 5.00	\$ -	\$1/MB overage
M2M Pooled 4MB	MSD		\$ 6.00	\$ -	\$1/MB overage
M2M Pooled 5MB	MSD		\$ 7.00	\$ -	\$1/MB overage
M2M Pooled 10MB	MSD		\$ 8.00	\$ -	\$1/MB overage
M2M Pooled 25MB	MSD		\$ 12.00	\$ -	\$1/MB overage
M2M Pooled 50MB	MSD		\$ 15.50	\$ -	\$1/MB overage
M2M Pooled 250MB	MSD		\$ 20.00	\$ -	\$1/MB overage
M2M Pooled 1GB	MSD		\$ 23.00	\$ -	\$15.36/GB
M2M Pooled 5GB	MSD		\$ 40.00	\$ -	\$15.36/GB
M2M Pooled 10GB	MSD		\$ 60.00	\$ -	\$15.36/GB

### **3. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within thirty (30) days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Contractor shall be paid by Procurement Card when invoice is received.

### **4. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

**EXHIBIT D**

RFP #2239-20 is incorporated here within.

Contractor Initials

Date 7/17/20

## EXHIBIT E

### **BUSINESS CUSTOMER SERVICE AGREEMENT**

**THIS BUSINESS CUSTOMER SERVICE AGREEMENT** including all Exhibits attached hereto (this "Agreement"), dated \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), is by and between NH #1 RURAL CELLULAR, INC on behalf of its operating licensed affiliate doing business as NH #1 RURAL CELLULAR, INC in the Home Market, and \_\_\_\_\_ on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

**WHEREAS**, Customer desires to purchase wireless telecommunication services and equipment from NH #1 RURAL CELLULAR, INC; and

**WHEREAS**, NH #1 RURAL CELLULAR, INC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

**NOW, THEREFORE**, the parties agree as follows:

#### **1. DEFINITIONS.**

(a) "Equipment" means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from NH #1 RURAL CELLULAR, INC, otherwise provided to Customer by NH #1 RURAL CELLULAR, INC for use in connection with Service, or approved in writing by NH #1 RURAL CELLULAR, INC for use in connection with Service(s).

(b) "Home Market" means the market in which the NH #1 RURAL CELLULAR, INC switch, to which your account is assigned at the time your service is established, is located.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and Business Solutions Services that NH #1 RURAL CELLULAR, INC provides directly or indirectly to Customer.

#### **2. PROVISION OF SERVICE.**

(a) NH #1 RURAL CELLULAR, INC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in NH #1 RURAL CELLULAR, INC's standard coverage maps. Such maps may be updated periodically by NH #1 RURAL CELLULAR, INC. For greater coverage detail and for the most up to date coverage maps, Customer may refer to [uscellular.com/coverage](http://uscellular.com/coverage). Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each line of Service must be used in NH #1 RURAL CELLULAR, INC's licensed markets.

(d) NH #1 RURAL CELLULAR, INC may impose usage or service limits, suspend service or

block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with NH #1 RURAL CELLULAR, INC's network, business operations, employees or customers.

**(e) Business Solutions Services.** Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over NH #1 RURAL CELLULAR, INC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SAAS"), and/or the acceptance by Customer of third party end-user license agreements. NH #1 RURAL CELLULAR, INC. makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services and Customer agrees that it may only use such third party equipment or services that are approved by NH #1 RURAL CELLULAR, INC for use on its network. NH #1 RURAL CELLULAR, INC may prohibit standard wireless devices and equipment from being activated on IoT lines.

**(f) Wireless Priority Service.** NH #1 RURAL CELLULAR, INC is under contract with CSRA Inc. ("CSRA"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSRA and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to NH #1 RURAL CELLULAR, INC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

**(g)** Services offered by NH #1 RURAL CELLULAR, INC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

### **3. EQUIPMENT.**

**(a)** NH #1 RURAL CELLULAR, INC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit E for each new line of Service activated by Customer and each Eligible Upgrade. An "Eligible Upgrade" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 12 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

**(b)** Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit E. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

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

(d) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by NH #1 RURAL CELLULAR, INC, or in the case of Equipment that is obtained directly from a third party, only Equipment that is approved by NH #1 RURAL CELLULAR, INC for use on its network. NH #1 RURAL CELLULAR, INC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer-owned Equipment at any time and for any reason in its sole discretion.

#### **4. CUSTOMER SUPPORT.**

NH #1 RURAL CELLULAR, INC will provide Customer with customer support as set forth in Exhibit C.

#### **5. RATES AND CHARGES.**

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and applicable taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. NH #1 RURAL CELLULAR, INC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. NH #1 RURAL CELLULAR, INC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform NH #1 RURAL CELLULAR, INC of any changes to the business address. That business address must always be within NH #1 RURAL CELLULAR, INC's licensed markets.

(c) If Customer desires to purchase any Services and/or Equipment offered by NH #1 RURAL CELLULAR, INC for which rates and charges are not set forth in this Agreement then upon request from Customer, NH #1 RURAL CELLULAR, INC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, NH #1 RURAL CELLULAR, INC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

#### **6. BILLING AND PAYMENT.**

(a) NH #1 RURAL CELLULAR, INC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer's Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier's network or is making/receiving calls on a NH #1 RURAL CELLULAR, INC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customers monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

## **7. COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by NH #1 RURAL CELLULAR, INC or its agents are not guarantees. Customer also acknowledges that Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

## **8. TERM AND TERMINATION.**

**(a) Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire three years thereafter (the "Initial Term"). The term of this Agreement shall renew thereafter twice for subsequent one-year terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and any subsequent Renewal Terms shall collectively be known as the "Term".

**(b) Termination.** Either party (the "Non-defaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, NH #1 RURAL CELLULAR, INC may terminate this Agreement at any time if it ceases to provide Service in Customer's Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

**(c) Consequences of Termination.** Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to NH #1 RURAL CELLULAR, INC; (ii) NH #1 RURAL CELLULAR, INC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

## **9. AUTHORIZED USERS.**

Customer may appoint one or more persons to manage Customer's account ("Authorized Users"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

## **10. THEFT.**

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to NH #1 RURAL CELLULAR, INC. NH #1 RURAL CELLULAR, INC may require Customer to provide NH #1 RURAL CELLULAR, INC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

#### **11. DISPUTE RESOLUTION.**

Any dispute arising under this Agreement shall be handled by the appropriate members of each party's management, escalated to more senior executives, as necessary. If the parties cannot reach resolution on a dispute within thirty (30) days, each party has the right to pursue any and all other legal avenues available to them. The parties agree that all claims, whether in arbitration or in court, shall be treated individually and there shall be no consolidation of claims, class action, representative actions or private attorney general actions.

#### **12. CERTIFICATE OF AUTHORITY.**

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

#### **13. LIMITS OF LIABILITY.**

NH #1 RURAL CELLULAR, INC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS NH #1 RURAL CELLULAR, INC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

#### **14. DISCLAIMER OF WARRANTIES.**

NH #1 RURAL CELLULAR, INC MAKES NO WARRANTY REGARDING THE SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NH #1 RURAL CELLULAR, INC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. NH #1 RURAL CELLULAR, INC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH NH #1 RURAL CELLULAR, INC HAS NO LIABILITY WHATSOEVER). NH #1 RURAL CELLULAR, INC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE. NH #1 RURAL CELLULAR, INC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE SERVICE PROVIDED BY ANY THIRD PARTY THROUGH OR IN CONJUNCTION WITH NH #1 RURAL CELLULAR, INC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NH #1 RURAL CELLULAR, INC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.



# **15. ASSIGNMENT.**

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

# **16. GOVERNING LAW.**

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

# **17. NO WAIVER; SEVERABILITY.**

NH #1 RURAL CELLULAR, INC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

# **18. NOTICE.**

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

**NH #1 RURAL CELLULAR, INC:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Customer:**

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **With a copy to:**

U.S. Cellular

NH #1 RURAL CELLULAR, INC Services, LLC

Attn: Legal and Regulatory Affairs

8410 West Bryn Mawr

Chicago, IL 60631

FAX #: (773) 864-3133

and to:

Stephen P. Fitzell, Esq.

Sidley Austin LLP

One S. Dearborn Street

Chicago, IL 60603

FAX #: (312) 853-7036

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

#### **19. COMPLIANCE WITH LAW.**

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

#### **20. PUBLICITY AND ADVERTISING.**

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

#### **21. IN BUILDING REPEATER SYSTEMS.**

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with NH #1 RURAL CELLULAR, INC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without NH #1 RURAL CELLULAR, INC's prior written consent.

#### **22. AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to NH #1 RURAL CELLULAR, INC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from NH #1 RURAL CELLULAR, INC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

#### **23. CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish NH #1 RURAL CELLULAR, INC with credit records, ratings, and history.

#### **24. PRIVACY/ACCEPTABLE USE/COPYRIGHT**

NH #1 RURAL CELLULAR, INC may collect, process and share personal information about Customer or Customer's account consistent with NH #1 RURAL CELLULAR, INC's privacy policy, available at [www.uscellular.com](http://www.uscellular.com), without further specific notice to Customer. Customer can also view NH #1 RURAL CELLULAR, INC's acceptable use and copyright policies at [www.uscellular.com](http://www.uscellular.com). Customer authorizes and consents to allow NH #1 RURAL CELLULAR, INC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

## **25. WIRELESS EMERGENCY ALERTS**

U.S. Cellular delivers wireless emergency alerts ("WEAs"), at no additional charge, to capable devices of customers throughout its service area and through roaming arrangements in most circumstances. Participation in the WEA program by wireless providers such as U.S. Cellular is voluntary, but those that offer the service must adhere to the technical and operational requirements established by the FCC. The FCC has recently adopted certain enhanced WEA features that U.S. Cellular is deploying in its network. However some devices may not be able to access some or all of these enhanced features. U.S. Cellular makes no representation concerning the suitability of any device to receive WEAs. For additional information about WEAs, please see our website at [uscellular.com/wea](http://uscellular.com/wea).

# State of New Hampshire

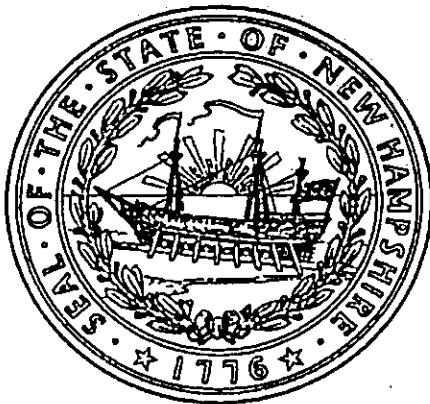
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NH #1 RURAL CELLULAR, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 10, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 172255

Certificate Number: 0004929967



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of June A.D. 2020.

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

William M. Gardner  
Secretary of State

NH #1 RURAL CELLULAR, INC.  
ASSISTANT SECRETARY'S CERTIFICATE

I, Mark A. Krohse, do hereby certify that I am a duly elected, qualified acting Assistant Secretary of NH #1 Rural Cellular, Inc., a New Hampshire corporation, and as such I am authorized to execute this certificate. In such capacity, I further certify that:

Jay Ellison is duly appointed, qualified and acting under delegated authority, to sign on behalf of NH #1 Rural Cellular, Inc. as Vice President.

Dated: June 18, 2020

Mark A. Krohse

Mark A. Krohse, Assistant Secretary

State of Illinois

County of Cook

On the 18th day of June 2020 there appeared before me, the state and county foresaid, a person who satisfactorily identified himself as Mark A. Krohse, and acknowledge that he executed this document indicated above.

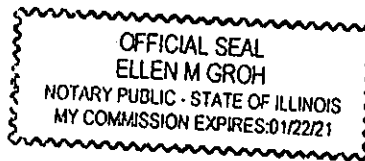
In witness thereof, I hereunto set my hand and of and official seal.

Ellen M. Groh

Notary Public

My commission expires:

1/22/2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/21/2020

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@Marsh.com; Fax: 212-948-0770	<b>CONTACT</b> NAME: PHONE: (A/C, No, Ext): FAX: (A/C, No): E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b>  <b>INSURER A:</b> Sentry Insurance A Mutual Company <b>INSURER B:</b> Sentry Casualty Company <b>INSURER C:</b> ACE Property and Casualty Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b>  24988 28460 20699   
<b>INSURED</b> TELEPHONE AND DATA SYSTEMS, INC. NH #1 RURAL CELLULAR, INC. 30 N. LASALLE ST., STE 4000 CHICAGO, IL 60602		

**COVERAGES****CERTIFICATE NUMBER:**

CHI-009450259-02

**REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			90-02578-11	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			90-02578-04	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XEU G71770588 001	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-02578-01 (DED) (AOS) 90-02578-02 (MA,NY,WI,ND,OH,WA,WY)	01/01/2020 01/01/2020	01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**State of New Hampshire  
Department of Administrative Services  
25 Capitol St.  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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