STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 3/31/16

CONTRACT #: 8002019

CONTRACT FOR: Paging Services

NIGP CODE: 915-0500

CONTRACTOR: Spok, Inc. **VENDOR CODE #:** 176130

SUBMITTED FOR ACCEPTANCE BY:

Paul C. Rhodes

PAUL RHODES, FINANCIAL & PURCHASING ANALYST DATE 3/31/16
BUREAU OF PURCHASE AND PROPERTY

****

RECOMMENDED FOR ACCEPTANCE BY:

Robert Stowell

ROBERT STOWELL, ADMINISTRATOR IV DATE 3/31/16
BUREAU OF PURCHASE AND PROPERTY

****

ENDORSED FOR ACCEPTANCE BY:

LISA M. POLLARD, DIRECTOR DATE
DIVISION OF PROCUREMENT & SUPPORT SERVICES

****

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

for Vicki Quiram Asst. Comm

VICKI QUIRAM, COMMISSIONER DATE March 31, 2016
DEPARTMENT OF ADMINISTRATIVE SERVICES

****

Subject: Paging Services

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 State of New Hampshire Department of Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Spok, Inc.		1.4 Contractor Address 6850 Versar Center Suite 420 Springfield, VA 22151	
1.5 Contractor Phone Number 512-243-1647	1.6 Account Number N/A	1.7 Completion Date March 31, 2019	1.8 Price Limitation $5,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Financial & Purchasing Analyst		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature Sharon Woods Keisling		1.12 Name and Title of Contractor Signatory Sharon Woods Keisling Treasurer & Corporate Secretary	

1.13 Acknowledgement: State of Virginia, County of Fairfax

On Feb 25, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Stacy Elaine S

STACY ELAINE SLOAN
NOTARY PUBLIC
REGISTRATION # 7587917
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MARCH 31, 2018

1.13.2 Name and Title of Notary or Justice of the Peace

Stacy Sloan

1.14 State Agency Signature Date: 3/31/16	1.15 Name and Title of State Agency Signatory ~~Vicki V. Quiram~~, Commissioner, Assistant JOSEPH BUCHARD

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 2/25/16

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

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

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

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

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

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

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

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

Contractor Initials
Date 2/25/16

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Spok, 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 Paging Services in accordance with the bid submission in response to State Request for RFB #1852-16 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 1852-16

3. TERM OF CONTRACT

This contract shall commence on April 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on March 31, 2019, a period of approximately three (3) years.

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

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

4. SCOPE OF WORK

The following terms and abbreviations as defined below, shall be used throughout this document.

Numeric Pager: A device that will display a call back telephone number on a digital display. A compact unit with a minimum of fifteen (15) call capability and a visual display of a numeric message and source identifier.

Alphanumeric Pager: A device that will display actual word messages across a display screen. A compact unit which provides a complete personal message center, retaining a minimum of fifteen (15) call messages and a visual display of a numeric message and source identifier.
Hardware: All components of the system that are the physical makeup of the system including the pagers, keyboards, combined alphanumeric paging, two-way radio, and cellular telephone, etc.

Software: All components of the system, other than hardware, which are programs that reside in memory, and are needed for remote access to the paging system via State owned personal computers.

Contractor Initials
Date 2/25/16

COVERAGE
Contractor agrees to maintain services in all areas as defined within throughout the duration of the Contract, inclusive of coverage areas.

Contractor shall insure service penetration into the Acute Psychiatric Services (APS) building on 36 Clinton St., Concord, New Hampshire. The Contractor shall insure 90% coverage, 95% of the time within all areas of the building. Contractor shall install additional equipment within the building to insure adequate coverage if required.

Service areas should include all areas of New Hampshire and major metropolitan areas of the United States.

LICENSES
The Contractor shall retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission (PUC). The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

TRANSFER OF SERVICES
Contractor shall be responsible to contact each State Agency and advise them of their service availability. Contractor shall work directly with each Agency to determine the quantity and type of pagers required. Contractor shall distribute pagers to agencies and end users. All pagers must be fully functional and distributed to end users prior to the start of any awarded Contract.

The Contract shall remain in effect for a period of up to 90 days beyond the Contract termination date. This period of time shall be utilized by the State, or responsible replacement vendor, for the installation of replacement services. During this period the State may request the removal of services on a single device or billing address basis. At the termination of the Contract, incumbent and new vendor shall work together to insure service are transferred with a minimum of service interruption. The Contractor must fully cooperate with the new vendor during the transition of services.

PAGING ACCESS
Contractor shall provide paging access via telephone dial-up and Internet web site message origination. Contractor shall provide an Internet website at no charge to the State.

- Telephone Dial-up
  Service shall allow users to call a telephone number and, via DTMF dialing, leave a call-back number for a paged party. Call shall be toll free to the originator and available anywhere in New England.

- Internet Access
  Contractor services must include access to a specified web site, simulating the paging keyboard operation through a PC via Internet connectivity and Internet browser. There shall be no charge for the use of this service.

EQUIPMENT
Contractor shall provide all pagers and equipment in new or like new condition. Contractor shall retain ownership of all equipment throughout the duration of the Contract. The State shall be responsible for a one-time payment of any lost equipment. Contractor shall allow up to 500 pages per month, per pager.

Contractor Initials
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- Pagers
  Contractor shall provide Numeric and Alphanumeric services. Numeric services shall use devices that display a call back telephone number on a digital readout. Devices shall be compact units with a minimum retention of fifteen (15) messages, including source identifier. Alphanumeric services shall include all of the above, and provide a brief text message to the caller that may or may not include a telephone number.

  Pagers shall be provided with the appropriate power cords, battery, battery charger (when rechargeable batteries are available), belt holsters, user manual and any manufacturer recommended equipment.

- Paging Keyboard
  Contractor shall offer a message origination device that shall generate messages via telephone line transmission. Acceptable devices are the Motorola Alphamate 250 and Canamex Communications Corporation Quicktel Quickpager or similar devices.

  Paging Keyboards shall be provided with the appropriate power cords, power supply, interface, user manual and any manufacturer recommended equipment.

EQUIPMENT WARRANTEE
Contractor shall warrantee all equipment and services to be free of defects and fully functional. Contractor shall replace all defective equipment within two (2) business days of failure reported by end users.

PAGE DELIVERY
Delivery time for pages shall not exceed three (3) minutes.

NUMBER OF PAGES
The Contractor shall allow an average minimum of 500 pages per month per pager (minimum 100 characters per page for text messaging) inclusive in the base pager charge. Additional charges shall be based only on an aggregation of page counts for a given billing account. (i.e. for a total of 100 in service pagers the account would have to exceed a total of 50,000 total pages in a month to incur additional charges.)

ADDITION AND REMOVAL OF USERS
Users may be added or removed from service at any time during the Contract, with a maximum requirement of a 30-day or one calendar month activation period.

ORDERING PROCEDURE
The Contractor shall provide a representative to work with each State Agency to replace existing pagers. The representative shall meet with each agency to determine needs for replacement equipment, and accept direct orders from each agency. Agencies shall place orders in person, by telephone, or e-mail direct to Contractor. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

DELIVERY AND OPERATION
All pagers shall be delivered fully operational on or before the commencement date . Any pager ordered after this date shall be delivered fully operational within five (5) business days of order. The Contractor shall be responsible to furnish all equipment, materials and supplies necessary to operate.

Contractor Initials
Date 2/25/16

The Contractor shall pay all transportation costs for new equipment (including pagers, belt clips and associated items), equipment returned due to failure, unsatisfactory operation or cancellation. Delivery shall be made FOB destination for any order. All orders are to be shipped prepaid at the Contractor's expense. No shipping charges shall be invoiced to the State by an outside carrier. Shipments must be properly packaged to meet accepted commercial standards, which shall prevent damage or contamination, without extra charge to the State.

PROBLEM RESOLUTION

The Contractor shall have a single contact person, available during normal State working hours of 8:00 A.M. through 4:30 P.M. for the resolution of problems. The contact person shall have authority to order and insure delivery of replacement equipment, initiate service affecting repairs and addressing invoice issues.

REPAIR AND INSTALLATION SERVICES

Service Repair

Contractor shall make service available via toll free telephone calling 24 hours per day, seven (7) days per week. Personnel shall be knowledgeable of the Contract services and devices as configured for the State. The Contractor shall be responsible to implement appropriate maintenance.

The Contractor shall have a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day, with repairs being initiated no later than two (2) hours after trouble calls are received.

Equipment Replacement

Contractor shall provide replacement pagers and associated equipment within two (2) State business days of report of defective equipment by the State.

CUSTOMER SUPPORT SERVICES

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.

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

- Billing Support
  Contractor shall assign a dedicated financial representative to the State account who shall cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract.

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

Contractor Initials
Date 2/25/16

TECHNOLOGY UPDATES

It is recognized that technology will change during the term of the Contract. The Contractor is invited to propose additional or alternate offerings. These services may be added at any time as the balance of product line, listed in Exhibit B.

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 may not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a customer. The Contractor shall continue the availability of all services and technologies unless otherwise directed by the State.

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.

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

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.

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 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.

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

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

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

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

Contractor Initials JMC
Date 2/25/16

If sub-contractors are to be utilized, please include 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.

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 RFB #1852-16, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. 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. 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.

9. 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 10 day prior written notice.

Contractor Initials: [illegible]
Date: 2/25/16

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide paging services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $5,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2019.

2. PRICING STRUCTURE

Statewide Area Pagers and Service	**Cost/Month**
- Numeric Pagers	$2.24
- Alphanumeric Pagers	$4.95
Nation Wide Pagers and Service	
- Numeric Pagers	$9.24
- Alphanumeric Pagers	$11.95

Lost Equipment

Manufacturer	**Model**	**Price**
All Alphanumeric	All	$50.00
All Numeric	All	$35.00
All 2-Way	All	$99.00

Balance of Product Line

Price per page for pages in addition to included 500 pages per month per device.	$0.25/message – Pooling included
2 Way Pager – includes 25,000char/0.0007 per char over, additional call packages 75,000char/0.0006 – 2.50 250,000char/0.0005 - $5.00	$19.95
Spok Mobile with Pager Number - Receive messages on your smartphone that were sent to your USMO pager number	$8.00
Personal Toll Free (800 #)	$4.00
Message Carbon Copy (MCC) Each message sent to your device is copied to up to one additional pager and up to two additional SMTP addressable devices	$1.00
Additional Number (secondary phone number)	$0.00

Contractor Initial
Date 2/25/16

MultiMessenger Group (Group Paging) Creates a single address to reach a group of up to 100 message recipients	$15.95
Voice Prompts (VPP/VPD)	$0.00
Numeric Retrieval (NRT)	$0.00
Encryption (ENC – T5 Device only)	$3.00
Voicemail – all packages (MP1:15 msg, 72 hour, 60 sec; MP2: 10 msg, 24 hour, 45 sec; MP4: 10 msg, 12 hour, 30 sec)	$2.00
Spare Devices – 3%. Spok will provide 3% spares to each billable account.	Excess spares $2/numeric $4/alphanumeric
Fees: USF/Administrative Fee/Finance Charges/Activation Fee/RAC/PTC	No Charge

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.

INVOICING AND REPORTING REQUIREMENTS
Invoices and reports are required throughout the duration of any resulting contract. Failure to provide these reports completed properly and in a timely manner will be considered an event of default and may lead to contract termination.

- Quarterly Reports
  Throughout the term of the contract, the successful Contractor shall provide Quarterly Reports forwarded to the Bureau of Purchase and Property, detailing by Agency, an itemized list of the pagers and associated equipment provided, the cost of services, actual users and pager access numbers. The State reserves the right to change or modify the information requested in these reports as it deems necessary.

  Quarterly reports shall be on electronic PC format, compatible with MS Office Suite Excel and Access programs. Each Quarterly Report shall be due by the 20th of April, July, October and January of each calendar year for the previous three (3) month period of service. Reports shall be e-mailed to the following addresses: paul.rhodes@nh.gov and dennis.leclerc@nh.gov

- Invoicing Services
  Invoicing Services shall consist of the costing of all services for each State Agency or office. Contractor shall detail all charges and provide extended definitions of itemized charges. Bulked charges shall be rejected by the State. A separate invoice shall be submitted for each requesting agency.

  Invoices shall be submitted directly to each State agency on a monthly basis, inclusive of the first day of the month to the last day of the month in which the services have been performed.

Contractor Initials
Date 2/25/16

- Account Balances
  Records of payments, credits and balances shall be maintained by the Contractor for all Services.

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

- Invoice Details
  All monthly reports and invoices shall include detailed reports for every billable item, inclusive of quantity, description, cost per item and total cost per quantity of items.

- Invoice Delivery Timeframe
  Invoices shall be forwarded to the State within 20 days of receipt of services.

- Invoice Corrections
  Contractor shall provide, within five (5) working days, any corrective data requested by the State. This shall include replacement data files, corrective information on balances and credits owed the State and any other change of service information required for bill back to agencies by the State.

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

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

4. PAYMENT

Payments shall be made via Procurement Card.

Contractor Initials
Date 2/25/16

EXHIBIT C
SPECIAL PROVISIONS

There are no other special provisions of this contract.

Contractor Initials
Date 2/25/16

EXHIBIT D

RFB #1852-16 is incorporated here within.

Contractor Initials
Date 2/25/16

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online
Guidelines
Name Availability
Name Appeal Process

Date: 3/21/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Spok, Inc.	Legal
Spok, Inc.	Home State
MCCAW RCC COMMUNICATIONS MERGER CO., INC.	Prev Legal
Metrocall, Inc.	Prev Legal
USA Mobility Wireless, Inc.	Prev Legal
Metrocall, Inc.	Prev Home State
USA Mobility Wireless, Inc.	Prev Home State

Corporation - Foreign - Information

Business ID:	413245
Status:	Good Standing
Entity Creation Date:	9/12/2002
State of Business.:	DE
Principal Office Address:	6850 Versar Center, Suite 420 Springfield VA 221514148
Principal Mailing Address:	6850 Versar Center, Suite 420 Springfield VA 221514148
Last Annual Report Filed Date:	3/17/2016 10:04:24 AM
Last Annual Report Filed:	2016

Registered Agent

Agent Name:	Lawyers Incorporating Service
Office Address:	10 Ferry Street Suite 313 Concord NH 03301
Mailing Address:	

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

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Shawn E. Endsley, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Spok, Inc.
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 25, 2016.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Paging services.

RESOLVED: That the Corporate Secretary and Treasurer
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of February 25, 2016.
(Date Contract Signed)

4. Sharon Woods Keisling (is/are) the duly elected Corporate Secretary and Treasurer
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Shawn E. Endsley
(Signature of the Clerk of the Corporation)

STATE OF Virginia
County of Fairfax

The foregoing instrument was acknowledged before me this 8th day of March, 20 16, by Shawn E. Endsley.
(Name of person signing above, Clerk of the Corporation)

STACY ELAINE SLOAN
NOTARY PUBLIC
REGISTRATION # 7587917
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MARCH 31, 2018

Stacy Elaine S
Notary Public / Justice of the Peace

Commission Expires: 3/31/2018

SPOKINC-01 SMITHGA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/16/2016

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

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

PRODUCER
Willis of Maryland, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Atlantic Specialty Insurance Company	27154
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Spok Holdings, Inc. and Spok, Inc.
6850 Versar Center
Suite 420
Springfield, VA 22151

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X		711-01-38-08-0002	03/15/2016	03/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			711-01-38-08-0002	03/15/2016	03/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			711-01-38-08-0002	03/15/2016	03/15/2017	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		406-04-04-83-0002	03/15/2016	03/15/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Auto Liability - MA			390-00-12-97-0002	03/15/2016	03/15/2017	Any Owned Auto/Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire is included as additional insured with regards to general liability, the operations of USA Mobility Wireless, Inc. and the referenced location, where required by written contract or written agreement.

CERTIFICATE HOLDER

State of New Hampshire
Attn: Robert Lawson
25 Capitol Street, State House Annex
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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