

STATE OF NEW HAMPSHIRE
Dept. of Administrative Services
Div. of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: June 20, 2018

NOTICE OF CONTRACT - REVISION

(Revision)

COMMODITY: PAGING SERVICES
CONTRACT NO.: 8002019
NIGP: 915-0500
VENDOR: Spok, Inc. **VENDOR #:** # 176130 P001
CONTACT PERSON: Michelle Wolfe
Tel. No.: 512-243-6147
Fax No.: 866-432-8513
E-Mail: michelle.wolfe@spok.com
EFFECTIVE FROM: April 1, 2016 **Through:** March 31, 2019
EXTENDED: April 1, 2019 **Through:** March 31, 2021

PRODUCTS & PRICING:

| Statewide Area Pagers and Service | | Cost/Month |
|-----------------------------------|-------|------------|
| Numeric Pages | | \$2.24 |
| Alphanumeric Pages | | \$4.95 |
| Nationwide Pagers and Service | | Cost/Month |
| Numeric Pages | | \$9.24 |
| Alphanumeric Pages | | \$11.95 |
| Lost Equipment | | |
| Manufacturer | Model | Price |
| All Alphanumeric | All | \$50.00 |
| All Numeric | All | \$35.00 |
| All 2-Way | All | \$99.00 |

TERMS: Net 30 Days
PAYMENT: If the agency is enrolled in the P-Card program, payments shall be made via P-Card.
QUESTIONS: Direct any questions to Ryan Aubert, 603-271-0580 or Ryan.Aubert@NH.Gov

BALANCE OF PRODUCT LINES ITEMS

| | |
|--|--|
| 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 |
| 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 |

MINIMUM ORDERS:

There is no minimum order required under this contract.

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.

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.

- 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 WARRANTY

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.

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).

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.

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.

- **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.