

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

Date: October 1, 2020

NOTICE OF CONTRACT

COMMODITY: WIRELESS CELLULAR AND DATA SERVICES

CONTRACT NO.: 8002762 NIGP: 839-0000

VENDOR: T-Mobile USA, Inc. VENDOR #: 176141  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 89006

CONTACT PERSON(S):

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EFFECTIVE FROM: October 1, 2020 through March 31, 2023

PAYMENT & TERMS: Payments shall be made via Procurement Card (P-Card –Credit Card) or ACH.

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 State Agency of which telephones are subscribed. The State may require that multiple telephones be billed on a single account. In such cases, the Contractor shall place charges on a single master bill.

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

- Invoice Details

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

- Invoice Corrections

The Contractor, after being provided written notice by the State to Contractor's main points of contact, 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 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

- Account Balances

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

- Accuracy of Invoices

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

- Paper

Invoices 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. The State will allow for a specific file format (.csv). All such reports shall be e-mailed to designated Contract Administrator, or alternate addresses when provided by the State.

## **SCOPE 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 this contract.

However, the parties acknowledge and agree that before a telephone number previously used with another carrier can be used on Contractor Networks, Customer must provide information about the account with the other carrier, such as the account number, or tax identification number, telephone number, 5 digit zip code and password, if applicable. Until the port from the previous carrier is successful, the T-Mobile wireless Product will only be able to call 911 and Customer Care. Once the port is completed, Customer's old device will no longer work. Customer acknowledges, due to system limitations and occurrences outside Contractor's control, some requests to port a telephone number from another carrier to Contractor, or from Contractor to another carrier, may not be successful

### **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.

### **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 devise 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 with Contractor's Network infrastructure and confirmed in writing by Contractor's Sales Engineering team, 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. 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 additional clarification, each device from Contractor's inventory comes with a one year manufactures warranty. If the device is refreshed with a new device at month 13 and month 25, the new device(s) would come with a new 12-month manufactures warranty. Device refresh would need to be initiated by the State and/or End User in writing to Contractor's sales POC(s). Shipping of new devices is at no charge with 3-day select service. Expedited shipping is available, but would be subject to a charge to the State or End User's account.

- 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.

## **PURCHASE ORDERS:**

The State may email, mail, or fax Purchase Orders (PO) as requests for service. The 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 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 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 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.

If Contractor's Points of Contracts (POC(s)) are notified in writing within 30 days of faulty equipment, Contractor will either replace for same or like model or provide a return credit of the cost of any equipment supplied directly from the Contractor's inventory. Replacements will be shipped to end users via 3-day shipping at

**For a more information, please reference the entire contract 8002762**

**PRICING:**

**BASIC VOICE – NO TEXT OR DATA**

UNLIMITED
\$16.80

**BASIC VOICE- INCLUDING TEXT & DATA**

UNLIMITED
\$12.60

Includes voice mailbox, unlimited SMS/MMS messaging and 2 GB data

**SMARTPHONE**

2 GB W/ UNLIMITED MINUTES	6 GB W/UNLIMITED MINUTES	UNLIMITED DATA PLAN
\$12.60	\$27.60	\$24.36

**4G MOBILE BROADBAND ACCESS/HOTSPOT**

2 GB	5 GB	10 GB	UNLIMITED
\$8.40	\$25.20	\$33.60	29.40

telephone & equipment costs

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	MODE/VERSION	INITIAL COST PER ITEM	Replacement COST per ITEM
Traditional Cellular Telephone*	TCT	Samsung	Galaxy A11	No Charge	\$0
Traditional Cellular Telephone**	MS	Alcatel	LINKZONE	No Charge	\$0
Mobile or Stationary Data Access Equipment for PC Laptop Support **	MS	Alcatel	LINKZONE	No Charge	\$0
USB Wireless Broadband Card **	MS	Alcatel	LINKZONE	No Charge	\$0
Smart Phone***	SP	iPhone	SE 64GB 2 <sup>nd</sup> Gen	No Charge	\$0
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP	N/A	N/A	No Charge	N/A
Standard Wall Charger ****	TCT	Varies	Varies	No Charge	
Fast Charge Wall Charger ****	SP	Varies	Varies	No Charge	
12-volt Car Charger ****	TCT/SP	Varies	Varies	No Charge	
Wireless Charger ****	SP	Varies	Varies	No Charge	
Cell Phone Power Pack ****	SP	Varies	Varies	N/A	
Cell Phone Case (includes Belt clip holster type) ****	TCT/SP	Varies	Varies	No Charge	
Corded Earpiece (Ear-bud) ****	TCT	Varies	Varies	No Charge	
Bluetooth Earpiece/Headset ****	Sp	Varies	Varies	No Charge	

\*Available only on new activations on the \$24.36 Unlimited Smartphone rate plan

\*\*Available only on new activations on the \$29.40 Unlimited Hotspot plan

\*\*\* Available only on new activations on the Government Unlimited Level 1 Voice plan

\*\*\*\* Variety of accessories available

ITEM	CATEGORY	MANUFACTURER OR DESCRIPTION	COST (\$/line/month)	% DISCOUNT	LABEL
Government Unlimited Level 1 Voice Plan	SP	Voice Rate Plan	\$41.00	16%	Includes up to \$450 device allowance.
Government Unlimited Level 2 Voice Plan	SP	Voice Rate Plan	\$53.00	16%	Includes up to \$600 device allowance.
Government Unlimited Level 3 Voice Plan	SP	Voice Rate Plan	\$64.00	16%	
Magenta First Responder Employee Plan	SP	Employee Voice Rate Plan	\$25.00		For 4 lines with Autopay.
Magenta Military Employee Plan	SP	Employee Voice Rate Plan	\$25.00		For 4 lines with Autopay.
Magenta Unlimited 55 Employee Plan	SP	Employee Voice Rate Plan	\$35.00		For 2 lines with Autopay.

**QUESTIONS:**

Direct any questions to Erica Brisson, 603-271-7272 or [Erica.Brisson@DAS.NH.Gov](mailto:Erica.Brisson@DAS.NH.Gov)