Contract # 8001377
Expires 3/31/16

Sprint Reference # BSG1301-0163
FORM NUMBER P-37 (version 1/09)

Subject: Wireless Cellular and Data Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Sprint Solutions, Inc.		1.4 Contractor Address 6500 Sprint Parkway MS: HL-5AFTX Overland Park, KS 66251	
1.5 Contractor Phone Number 603-493-0600	1.6 Account Number N/A	1.7 Completion Date March 31, 2016	1.8 Price Limitation $720,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature M. Clairmonte		1.12 Name and Title of Contractor Signatory Michaela Clairmonte, Manager – Contract Negotiations & Management	

1.13 Acknowledgement: State of Virginia, County of Fairfax

On February 19 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

(Seal) Kathleen Marie Trzeciak

KATHLEEN MARIE TRZECIAK NOTARY PUBLIC REG # 7247720 COMMISSION EXPIRES 4/30/2013 COMMONWEALTH OF VIRGINIA

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen Marie Trzeciak
Notary

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner

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

By: Director, On:

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

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

APPROVED
SPRB
JS/PJM
2/18/2013

Sprint — Approved as to Legal Form
MRB –18 Feb 2013

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

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7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

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EXHIBIT A

PURPOSE

Sprint Solutions, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, with Wireless Cellular and Data Services in accordance with NH State RFB 1470-13 and as described herein.

TERM

This contract shall commence on, March 16, 2013 or upon the approval of Governor and Executive Council, whichever is later, through March 31, 2016, a period of approximately three (3) years. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and with the approval of Governor and Executive Council, but not to exceed a total length of five (5) years.

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

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

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

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

SCOPE OF WORK

The Contractor shall complete equipment distribution and turn-up, requiring that all services be fully operable no later than start of business on March 16, 2013, or upon commencement of the contract, whichever is later. The State shall not be invoiced for the phones unless used by the State during turn-up.

Contractor shall supply only service and equipment for which they are certified representatives and distributors. The Contractor must maintain a staff of fully certified and experienced technicians for the provisioning and maintenance of service.

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

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

All of Contractor's personnel shall observe all regulations or special restrictions in effect at the State Agency with which they are providing service(s).

NETWORK

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

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COVERAGE MAPS

Traditional Cellular Telephone Service for voice operational coverage shall be a minimum of 80% of all geographic areas of New Hampshire.

ISP Access Data Service for "Smart" phones and wireless "Air Card" coverage for a minimum of 50% of all geographic areas of New Hampshire.

PORTING OF EXISTING TELEPHONE NUMBERS

Contractor shall port all lines by start of business on March 16, 2013, or upon commencement of the contract, whichever is later.

TYPE(s) OF SERVICE

Traditional Cellular Telephone Service, Domestic Use

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

Access Data Services

Contractor shall provide data transport at multiple speeds, limited by the use of Contractor technology. Common terminology is second generation (2G), third generation (3G) and fourth generation (4G) service. In addition to SMART phones, a primary use of the service is for Internet access and data transfer through tunneling using "Wireless Air Cards". Contractor shall provide all necessary items including ISP operations, access and equipment when directed by the State. Contractor shall not restrict site address access.

Equipment provided for use with this service shall be referred to as stationary or mobile data equipment. One free "Wireless Air Card" device or SMART phone depending on request shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in Exhibit B, available under Balance of Product Line. One free device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a ninety (90) day evaluation and use approval prior to distribution to users. The Contractor shall not offer devices that have not been preapproved by DoIT. Devices supplied to DoIT for preapproval shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Smart Phone Services

A Smart phone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail and web browsing. Phones must be capable of accessing Microsoft Exchange Server and Lotus Notes e-mail and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Contractor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS and RIM are the only accepted operating systems accepted by the State, though this may change and the Contractor needs to be flexible with this evolving technology. Equipment provided for use with this Contract

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shall be referred to as Smart Phone (SM) equipment. One free "Smart Phone" device for each operating system specified shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in the Exhibit B.

One free "Smart Phone" sample device shall be provided to the Department of Information Technology (DoIT) , Director of Technical Support for a 90 day evaluation and use approval prior to distribution to users. Devices supplied to DoIT for preapproval shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall provide State of NH employees access to the State of NH Mobile Device Management solution at no additional cost or change in plan for State issued smart phones. Agencies may procure services and devices under balance ofproduct line, with prior written approval by the Dept. of Information Technology and Dept. of Administrative Services – Bureau of Purchase and Property, to meet their business requirements.

LICENSES

The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission (PUC). The Contractor must file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this Contract are met. The Contractor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the Contract shall be nullified; with the State free to engage in an agreement with any Contractor as becomes necessary to continue services without retribution to the original Contractor.

INTRODUCTION OF SERVICES

The Contractor must insure that services do not operate in conflict with alternate service providers. Contractor must provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy prior to March 16, 2013, or upon commencement of the contract, whichever is later, in order to insure that the State is not without service for any period of time during transfer of service from an incumbent contractor. Additional equipment shall be provided when requested to support new subscribers after start of contract. Only services requested and authorized by the State shall be replaced. The Contractor shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Contractor shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service.

ORDERING PROCEDURE

Telephoned Requests

State agencies may call the Contractor at any time between 8:00 A.M. and 4:30 P.M., Monday through Friday, to request services. The Contractor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smart phones. Smart phones shall

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require prior written approval from the State Department of Information Technology CIO, or their designated approver. No tablets may be purchased through this Contract.

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

Purchase Orders
The State may mail or fax Purchase Orders as requests for service. Contractors shall accept State Purchase Orders whenever used.

Initial Service Requests
Upon request the Contractor shall contact State agencies to perform a service needs analysis as directed by the State. The Contractor shall meet with each requesting agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. Upone request a complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Administrative, Bureau of Purchase and Property.

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

Addition and Removal of Users
Telephone subscriptions may be added or removed from service at any time during the Contract, with a maximum requirement of a thirty (30)-day or one calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date of this Contract. All provided equipment (telephone, charger, belt-clip, etc.) shall be returned to the Contractor within thirty (30) days of request of line removal.

Returns
Return Authorization credits shall be provided without penalty for faulty equipment. Contractor shall be responsible for all shipping charges for equipment returned. Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days of report of failure. Such service shall be available to State users by placing a single telephone call to the Contractor.

USER TRAINING
The Contractor shall train each user on the operation of the individual telephone, service access and features upon delivery of equipment. Complete training shall be available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State.

USER DOCUMENTATION
The Contractor shall provide access to user instruction manuals and associated documentation with each telephone provided. Manuals shall include detailed operation of all telephones, accessories and system operations.

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

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Account Management
The Contractor shall provide a single point of contact for the State or its representative. Contractor must work in conjunction with any State contractor regarding the interface of any and all Contractor or State provided and supported communications equipment.

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

Billing Support
The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving electronic payments from the State.

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

Problem Resolution
The Contract shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes, and expedite services.

The State shall designate a Contract Administrator who will work with the Contractor to resolve problems that cannot be resolved by the agency end-users.

TECHNOLOGY

Updates to Existing devices/services
The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a customer of Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates.

All users shall be notified thirty (30) business days prior to system operation changes, inclusive of equipment updates and software/firmware updates.

In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or sunset certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly, Contractor reserves the right, in its sole discretion, after providing the State with a sixty (60) day notice to discontinue any Product, Service, Business Plan, device or handset without either party being in breach of the Contract or incurring early termination liability relating to the discontinuance of the

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affected Product, Service, Business Plan, device or handset. If Contractor takes any such action, it will provide advance notice reasonably designed to inform the State of such pending action. The form of Contractor's notice may include without limitation, providing written notice to any address listed in the Contract for Customer or any address Contractor uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Contractor's pending action.

Introduction of New Technology

Contractor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the contract.

The presentation of any new service not current in any resulting contract shall require the issuance of a contract amendment after the service is accepted by the State.

CONFIDENTIAL INFORMATION

The Contractor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Contractor shall be released without prior written consent of the State.

REPAIR AND INSTALLATION SERVICES

The Contractor shall make service available 24 hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate maintenance to ensure continued operation of all services throughout the duration of the Contract.

Toll Free Telephone Number

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

Escalation to Second Level Support

Escalation to second level support shall be provided for trouble reports not addressed and corrected within a twenty-four (24) hour time period.

Subcontractor Performance

The Contractor shall be responsible for the performance of any subcontractors that are used.

TELEPHONES AND EQUIPMENT

Contractor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, Smart Phones, and Data services. The Contractor shall also offer equipment for purchase at the discretion of the State. The Contractor must provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation and instructional assistance. All user equipment shall be retained as property of the State once delivered to end-users. Equipment may be substituted at any time after equipment review and acceptance by the state.

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Accessories
All telephones provided by the Contractor shall be complete and ready to use with the following attachments:

- 120 Vac battery charger/adaptor
- 12 Vdc battery adaptor/charger
- Belt clip holster or belt clip carrying case
- Earpiece (ear-bud)
- Screen protectors for Smart Phones

Hand Held Portable Telephones
Traditional Cellular Telephones shall be new or like new sets. Telephones shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones proposed for purchase.

Push-To-Talk Telephones
Cellular Telephones with half duplex speed-dial communications over the cellular network shall allow use of each service feature proposed by the Contractor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones proposed for purchase.

In Vehicle Telephones
Contractor shall provide Auto Adaptor/Conversion kits allowing telephones to be installed in State vehicles. Contractor shall provide access to all labor to install and relocate such equipment as directed by the State. Equipment shall include the following features:

- Hands free talk-back operation
- 12 Vdc vehicle power
- Multiple vehicle installed antenna styles including magnet, glass and permanent mount antennas.

ISP Access Data Equipment
Contractor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Contractor must provide a full physical, operating and technical description of each device offered.

Contractor shall provide a full range of "smart" cell phones for which they are authorized for, iOS and RIM operating systems are currently the only State accepted operating systems.

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

Equipment Maintenance and Warranty
The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. All equipment shall remain fully functional throughout the duration of the Contract. Any equipment purchased by the State shall be provided

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with a three (3) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified like new device.

Replacement shall be provided within three (3) State business days of report. It shall be acceptable through the course of the Contract to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As an alternative, the Contractor may propose one (1) year equipment warranty with equipment replacement available for each year of the Contract, resulting in complete equipment coverage for the entire duration of the Contract.

Quality of Equipment
All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

Insurance
The Contractor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the subscriber and not a requirement of the Contractor.

SECURITY
The Contractor shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the Contractor shall contact the State and discontinue service for a designated telephone number if directed by the State.

NATIONAL SERVICE COMPATIBILITY
The service shall be interactive with other Contractors services allowing functionality throughout most areas of the United States.

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

911 AND FCC SERVICE COMPATIBILITY
Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES
The Contractor shall offer service features as defined below. All offered features shall be clearly defined and priced in Exhibit B Balance of Product Line.

Call Forwarding
Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

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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.

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EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide wireless cellular and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of $720,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date through the expiration date set as March 31, 2016.

PRICING:

Basic Voice - No Text or Data

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
$15.99	$19.99	$32.99	$59.99

Basic Voice - Including Text and Data

100 Voice Minute Plan	*200 Voice Minute Plan*	*600 Voice Minute Plan*	*Unlimited Minute Plan*
$22.99	$26.99	$39.99	$59.99

Smart Phone with PDA

100 Voice Minute Plan	*200 Voice Minute Plan*	*600 Voice Minute Plan*	*Unlimited Minute Plan*
$53.99	$54.99	$66.99	$89.99

Basic + Push to Talk

100 Voice Minute Plan	200 Voice Minute Plan	600 Voice Minute Plan	Unlimited Minute Plan
$19.99	$21.99	$34.99	$59.99

ISP ACCESS DATA SERVICE COSTS

	Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 5GB
QTY	200	300	100
PLAN COST PER DEVICE	$21.00	$37.99	$64.99
INCOMING MINUTES PER DEVICE	N/A	N/A	**500**
COST PER INCOMING MINUTE	N/A	N/A	$0.25

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	Mobile or Stationary Data Access Service 50MB	Mobile or Stationary Data Access Service 5GB	Smart Phone Service 5GB
OUT GOING US MINUTES	N/A	N/A	**500**
COST PER OUT GOING MINUTE	N/A	N/A	$0.25
COST PER TEXT MESSAGE	N/A	N/A	$0.06

TELEPHONE AND EQUIPMENT COSTS

ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
Traditional Cellular Telephone	TCT	Kyocera	DuraXT Duracore Duraplus	No Charge* Through the application of local market discretionary credit.
Mobile or Stationary Data Access Equipment for PC Laptop support	MSD	Sierra	Wireless Hotspot 4G LTE	No Charge* Through the application of local market discretionary credit.
USB Wireless Broadband Card	MSD	Sierra	250U USB 3G/4G Aircard	No Charge* Through the application of local market discretionary credit.
Smart Phone	SP	Apple Blackberry	iPhone4 Curve 9350	No Charge* Through the application of local market discretionary credit.
120 Vac Battery Adaptor	SP			Not available through Sprint
12 Vdc battery adaptor/charger	TCT//SP	As provided by manufacturer equipment manufacturer	Micro-USB Travel Charger	No Charge Through the application of local market discretionary credit.
Belt clip holster or belt clip carrying case	TCT/SP	As provided by manufacturer equipment manufacturer	USB Vehicle Charger	No Charge Through the application of local market

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ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
				discretionary credit.
Earpiece (ear-bud)	TCT/SP	As provided by manufacturer equipment manufacturer	Holster	No Charge Through the application of local market discretionary credit.
Screen protector for Smartphone	TCT/SP	As provided by manufacturer equipment manufacturer	Pust to Talk Earbud	No Charge Through the application of local market discretionary credit.

BALANCE OF PRODUCT LINE

ITEM	CATEGORY	DESCRIPTION	COST
Sprint Business Advantage Plans:			
Business Advantage Talk 200 - Includes 200 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	200 Anytime Minutes	$22.49 Net
Business Advantage Talk 450 - Includes 450 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	450 Anytime Minutes	$29.99 Net
Business Advantage Talk 900 - Includes 900 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	900 Anytime Minutes	$44.99 Net
Business Advantage Talk 1350 - Includes 1350 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	1350 Anytime Minutes	$59.99 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Business Advantage Talk 2000 - Includes 2000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	2000 Anytime Minutes	$74.99 Net
Business Advantage Talk 4000 - Includes 4000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	4000 Anytime Minutes	$112.49 Net
Business Advantage Messaging 200 - Includes 200 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	200 Anytime Minutes	$29.99 Net
Business Advantage Messaging 450 - Includes 450 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	450 Anytime Minutes	$37.49 Net
Business Advantage Messaging 900 - Includes 900 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	900 Anytime Minutes	$52.49 Net
Business Advantage Messaging 1350 - Includes 1350 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	1350 Anytime Minutes, Unlimited Messaging	$67.49 Net
Business Advantage Messaging 2000 - Includes 2000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	2000 Anytime Minutes	$82.49 Net
Business Advantage Messaging 4000 - Includes 4000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	TCT	4000 Anytime Minutes, Unlimited Messaging	$119.99 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Business Advantage Messaging and Data 200 - Includes 200 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Any Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging, Unlimited Data, Unlimited GPS Navigation. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	SP	200 Anytime Minutes	$44.99 Net
Business Advantage Messaging and Data 450 - Includes 450 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Any Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging, Unlimited Data, Unlimited GPS Navigation. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	SP	400 Anytime Minutes, Unlimited Messaging & Data	$52.49 Net
Business Advantage Messaging and Data 900 - Includes 900 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Any Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging, Unlimited Data, Unlimited GPS Navigation. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	SP	900 Anytime Minutes	$67.49 Net
Business Advantage Messaging and Data 1350 - Includes 1350 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Any Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging, Unlimited Data, Unlimited GPS Navigation. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	SP	1350 Anytime Minutes	$82.49 Net
Business Advantage Messaging and Data 2000 - Includes 2000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Any Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging, Unlimited Data, Unlimited GPS Navigation. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	SP	2000 Anytime Minutes	$97.49 Net
Business Advantage Messaging and Data 4000 - Includes 4000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Any Mobile, Unlimited Direct Connect and Group Connect, Unlimted Messaging, Unlimited Data, Unlimited GPS Navigation. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.25/Min.	SP	4000 Anytime Minutes	$134.99 Net
Sprint Business Essentials Plans:			

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ITEM	CATEGORY	DESCRIPTION	COST
Business Essentials Add-on – Feature Phones - Includes 0 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	0 Anytime Minutes (Feature Phones)	$16 Net
Business Essentials Add-on- Includes 0 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	0 Anytime Minutes	$18.75 Net
Business Essentials 400- Includes 400 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	400 Anytime Minutes	$29.99 Net
Business Essentials 1000- Includes 1000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	1000 Anytime Minutes	$44.99 Net
Business Essentials 1400- Includes 1400 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	1400 Anytime Minutes	$59.99 Net
Business Essentials 2000- Includes 2000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	2000 Anytime Minutes	$74.99 Net
Business Essentials 3000- Includes 3000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	3000 Anytime Minutes	$112.49 Net
Business Essentials 4000- Includes 4000 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes Pooling, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min.	TCT	4000 Anytime Minutes	$149.99 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Nextel National Network Migration Plans - Motorola Admiral			
Custom 300 Voice & Data - Includes 300 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes 400 MB Internet Browsing and Email (overage = $0.05/MB) , 100 MB of Data Roaming (overage = $0.25/MB), 200 Messages, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min. Pools with Business Essentials.	SP	300 Anytime Minutes	$42.99 Net
Custom 400 Voice & Data - Includes 400 Anytime Minutes, Unlimited N&W starting at 7PM, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect and Group Connect. Includes 2 GB Internet Browsing and Email (overage = $0.05/MB) , 100 MB of Data Roaming (overage = $0.25/MB), 200 Messages, Nationwide LD, Roaming, Caller ID & Voice Mail. Overage rate = $0.40/Min. Pools with Business Essentials.	SP	400 Anytime Minutes	$46.99 Net
Flat Rate Business Plan			
$9 Flat Rate Business Plan - Per Minute Rate for all voice minutes used including Anytime Minutes, Nationwide Long Distance Calling, and all Local Walkie-Talkie Minutes = $0.06. Includes Caller ID & Voice Mail, Unlimited Mobile to Mobile, and Unlimited N&W starting at 9PM. Unlimited Push to Talk = $5 NET MRC. Sharing is **NOT** Included.	TCT	Flat Rate per Minute Plan	$9.00 Net
$15 Flat Rate Business Plan - Per Minute Rate for all voice minutes used including Anytime Minutes, Nationwide Long Distance Calling, and all Local Walkie-Talkie Minutes = $0.05. Includes Caller ID & Voice Mail, Unlimited Push to Talk, 1000 Mobile to Mobile minutes, and 1000 N&W minutes starting at 9PM, $0.25 Per Minute Rate when user is traveling outside of New Hampshire. Sharing is **NOT** Included.	TCT	Flat Rate per Minute Plan	$15.00 Net
300 Messages Plan for Sprint Flat Rate Business Plan Additional Messages = $0.20	TCT	Messaging Add-On for Sprint Flat Rate Business Plan	$3.00 Net
1000 Messages Plan for Sprint Flat Rate Business Plan Additional Messages = $0.20	TCT	Messaging Add-On for Sprint Flat Rate Business Plan	$7.00 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Unlimited Messages Plan for Sprint Flat Rate Business Plan	TCT	Messaging Add-On for Sprint Flat Rate Business Plan	$10.00 Net
Other Plans:			
Good For Enterprise may be added to the Custom Bundle Voice & Data PRO Pack plans above for an additional NET $5 MRC.	SP	Add-On	$5.00 Net
Sprint Premium Data - Sprint Premium Data Add-On is required on certain Smartphones and eligible Business Plans that may vary by device. Customer may contact its Sprint Account Representative for details. In SECTION C: Smart Phone with PDA the $10 Premium Data Add-On has been included in the plan pricing.	SP	Add-On	$10 Net
Custom Bundled Voice & Data Plans (Blackberry Users) - Includes 0 Anytime Minutes, Anytime Minute Overage = $0.05, Sprint Mobile to Mobile Included, Direct Connect and Group Connect Included, Unlimited N&W starting at 9PM, Pooled anytime minutes Not Included, Nationwide Long Distance Included, Domestic Roaming Included, Caller ID & Voicemail Included, Unlimited BlackBerry Email & Web (without phone as Modem), Unlimiteed Two Way Text Messages Included. Phone as Modem on Smartphones $11.25 Net (optional)	SP	0 Anytime Minutes	$37.49 Net
BlackBerry Unlimited Email and Web Plan - Stand Alone - Includes Unlimited Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand. Phone as Modem = $8.00 Net	SP	BlackBerry Stand Alone	$39.99 Net
BlackBerry Unlimited Email and Web Plan - when added to Voice Plan - Includes Unlimited Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand. Phone as Modem = $8.00 Net	SP	BlackBerry Add-On	$24.99 Net
Sprint Primary Data Plan - Data Services in Megabytes ("MB"), Web and Data Access. Available on select devices.	SP	Primary Data Plan	$39.99 Net
Sprint Direct Connect Only Plan - Unlimited Direct Connect and Unlimited Group Connect. TeamDC = $0.15 per minuter per user.	TCT	Direct Connect Only Plan	$24.99 Net
Sprint PRO Pack (Voice Plan required)	SP	PRO Pack Add-On	$22.50 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Sprint Mobile Hotspot 2 GB Add-On- Data Services limitation in Gigabytes ("GB") = 2GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 100 MB (Overage = $0.25/MB).	SP	Hotspot 2GB Add-On	$10.00 Net
Sprint Mobile Hotspot 5 GB Add-On- Data Services limitation in Gigabytes ("GB") = 5GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	SP	Hotspot 5GB Add-On	$29.99 Net
300 MMS Messaging Add-On Plan - additioinal messages = $0.20	TCT & SP	Messaging Add-On	$1.00 Net
1000 MMS Messaging Add-On Plan - additioinal messages = $0.20	TCT & SP	Messaging Add-On	$4.00 Net
Unlimited MMS Messaging Add-On Plan	TCT & SP	Messaging Add-On	$7.00 Net
Unlimited SMS Messaging Add-On Plan	TCT & SP	Messaging Add-On	$5.00 Net
Team DC Unlimited Voice Plan Add-On	TCT	Team DC Voice Plan Add-On	$5.00 Net
Group Connect Voice Plan Add-On	TCT	Group Connect Voice Plan Add-On	$2.00 Net
Data Device Plans:			
Unlimited 3G/4G Connection Plan with Static IP - Includes Unlimited Usage (for Acceptable Use); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	3G/4G Connection Card	$39.99 Net
Unlimited 3G/4G Connection Plan without Static IP - Includes Unlimited Usage (for Acceptable Use); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	3G/4G Connection Plan	$37.99 Net
3G Only Connection Card Plan 1GB - Data Services limitation in Gigabytes ("GB") = 1GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 100 MB (Overage = $0.25/MB).	MSD	3G Only Connection Plan	$29.99 Net
3G Only Connection Card Unlimited with Static IP - Includes Unlimited Usage (for Acceptable Use); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	3G Only Connection Plan	$39.99 Net
3G Only Connection Card Unlimited without Static IP - Includes Unlimited Usage (for Acceptable Use); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	3G Only Connection Plan	$37.99 Net
3G/4G Embedded Connection Plan 5 GB - Indirect Sales permitted - Data Services limitation in Gigabytes ("GB") = 5GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	3G/4G Embedded Connection Plan	$47.99 Net

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ITEM	CATEGORY	DESCRIPTION	COST
3G/4G Embedded Connection Plan 5 GB - Indirect Sales not permitted - Data Services limitation in Gigabytes ("GB") = 5GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	3G/4G Embedded Connection Plan	$42.99 Net
Tablet 2GB - Pooling Included - Data Services limitation in Gigabytes ("GB") = 2GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 100 MB (Overage = $0.25/MB). Data Pooling Included.	MSD	Tablet 2GB with Pooling	$34.99 Net
Tablet Plan 3GB - Data Services limitation in Gigabytes ("GB") = 3GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 100 MB (Overage = $0.25/MB). Includes 4G Data Service. Unlimited Messaging available for $5 NET MRC.	MSD	Tablet 3GB	$34.99 Net
Tablet Plan 6GB - Data Services limitation in Gigabytes ("GB") = 6GB (Overage = $0.05/MB); Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB). Includes 4G Data Service. Unlimited Messaging available for $5 NET MRC.	MSD	Tablet 6GB	$37.99 Net
Custom Domestic 3G/4G LTE Tablet Plan - Unlimited Usage Included for Acceptable Use, Data Roaming limitation in Megabytes ("MB") = 300 MB (Overage = $0.25/MB).	MSD	Custom 3G/4G LTE Tablet Plan	$39.99 Net
Machine to Machine Plans (Pooling Included):			
3G Data Access Plan - 1MB - Includes Data Pooling. Overage = $0.003/KB.	MSD	3G Sprint Data Access Plan	$4.00 Net
3G Data Access Plan - 2MB - Includes Data Pooling. Overage = $0.003/KB.	MSD	3G Sprint Data Access Plan	$5.00 Net
3G Data Access Plan - 5MB - Includes Data Pooling. Overage = $0.003/KB.	MSD	3G Sprint Data Access Plan	$6.00 Net
3G Data Access Plan - 10MB - Includes Data Pooling. Overage = $0.003/KB.	MSD	3G Sprint Data Access Plan	$9.00 Net
3G Data Access Plan - 25MB - Includes Data Pooling. Overage = $0.003/KB.	MSD	3G Sprint Data Access Plan	$10.00 Net
3G Data Access Plan - 50MB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G Sprint Data Access Plan	$15.00 Net
3G Data Access Plan - 100MB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G Sprint Data Access Plan	$18.00 Net
3G Data Access Plan - 3G Data Access Plan - 500MB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G Sprint Data Access Plan	$22.00 Net
3G Data Access Plan - 1GB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G Sprint Data Access	$26.00 Net

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ITEM	CATEGORY	DESCRIPTION	COST
		Plan	
3G Data Access Plan - 2GB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G Sprint Data Access Plan	$34.00 Net
3G Data Access Plan - 5GB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G Sprint Data Access Plan	$55.00 Net
3G/4G Data Access Plan - 1GB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G/4G Sprint Data Access Plan	$26.00 Net
3G/4G Data Access Plan - 2GB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G/4G Sprint Data Access Plan	$34.00 Net
3G/4G Data Access Plan - 5GB - Includes Data Pooling. Overage = $0.0003/KB.	MSD	3G/4G Sprint Data Access Plan	$55.00 Net
Sprint Data Access Plans for Business with Connection Cards and USB Devices Purchased from Sprint Plans:			
3G Data Access Plan - 20MB - Includes Data Pooling. Overage = $0.001/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$14.00 Net
3G Data Access Plan - 50MB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$21.00 Net
3G Data Access Plan - 100MB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$23.00 Net
3G Data Access Plan - 500MB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$27.00 Net

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ITEM	CATEGORY	DESCRIPTION	COST
3G Data Access Plan - 1GB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$29.00 Net
3G Data Access Plan - 2GB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$37.00 Net
3G Data Access Plan - 5GB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$60.00 Net
3G/4G Data Access Plan - 1GB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$29.00 Net
3G/4G Data Access Plan - 2GB- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$38.00 Net
3**G/4G Data Access Plan - 5GB**- Includes Data Pooling. Overage = $0.0003/KB.	MSD	Data Access Plans for Business with Sprint Connection Cards and USB Devices	$60.00 Net
Sprint 3G Data Access Plans for Business with Sprint handset Plans:			

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ITEM	CATEGORY	DESCRIPTION	COST
Sprint 3G Data Access Plan for Business with Sprint Handset 15MB Direct Sales with Sprint-Billed Appication Required - Overage = $0.001/KB.	MSD	Sprint 3G Data Access Plan for Business with Sprint Handset	$15.00 Net
Sprint 3G Data Access Plan for Business with Sprint Handset 15MB Indirect Sales with Sprint-Billed Appication Required - Overage = $0.001/KB.	MSD	Sprint 3G Data Access Plan for Business with Sprint Handset	$20.00 Net
Sprint 3G Data Access Plan for Business with Sprint Handset 15MB Direct Sales with Sprint-Billed Appication NOT Required - Overage = $0.001/KB.	MSD	Sprint 3G Data Access Plan for Business with Sprint Handset	$20.00 Net
Sprint 3G Data Access Plan for Business with Sprint Handset 15MB InDirect Sales with Sprint-Billed Appication NOT Required - Overage = $0.001/KB.	MSD	Sprint 3G Data Access Plan for Business with Sprint Handset	$25.00 Net
SHRA/NAT Add-On to Sprint Data Link	MSD		
Third Party Applications			
Actsoft Comet Tracker In-Vehicle			$20 Net
Actsoft Engine and Vehicle Monitoring solution			$6 Net
Actsoft Comet Tracker Mexico			$20 Net
Advanced Wireless Forms Stand Alone Application 1-50 Subs			$15 Net
Advanced Wireless Forms Stand Alone Application 101+ Subs			$11 Net
Advanced Wireless Forms Stand Alone Application 51-100 Subs			$13 Net
Comet EZ			$10 Net
Comet Tracker 1-50 Subs			$17 Net
Comet Tracker 1-50 Subs Add-Ons			$ Net
Advanced Forms			$7 Net
Comet Mobile Worker 1-15 Subs			$16.99 Net
Comet Mobile Worker 16+ Subs			$12.99 Net
Comet Tracker 101+ Subs			$13 Net
Comet Tracker 101+ Subs Add-Ons			$ Net
Advanced Forms			$7 Net
Comet Mobile Worker 16+ Subs			$12.99 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Comet Tracker 51-100 Subs			$15 Net
Comet Tracker 51-100 Subs Add-Ons			$ Net
Advanced Forms			$7 Net
Comet Mobile Worker 16+ Subs			$12.99 Net
Comet Tracker GPS Tracking Service- Gov't ONLY			$10 Net
Comet Tracker Lite			$19.95 Net
GEOTAB Basic Fleet			$19 Net
GEOTAB Professional Fleet			$26 Net
GEOTAB Professional Fleet + Garmin Fleet			$28 Net
Mobility XE - All Modules			$12.99 Net
Mobility XE - Policy Management			$11.99 Net
Netmotion Mobility XE			$9.99 Net
Omnilink Asset Locator			$24.99 Net
Mobility XE - All Modules			$12.99 Net
Mobility XE - Policy Management			$11.99 Net
Netmotion Mobility XE			$9.99 Net
TeleNav Forms			$16.99 Net
TeleNav Jobs			$21.99 Net
TeleNav Timecard			$12.99 Net
TeleNav Track Lite			$20.99 Net
TeleNav Asset/Vehicle Tracker - 2MB			$25.99 Net
TeleNav Asset/Vehicle Tracker - 5MB			$28.99 Net
GeoManager 2yr Storage			$1.95 Net
GeoManager API			$4.95 Net
GeoManager Communications			$1.95 Net
GeoManager Diag. Msg. Comm			$4.95 Net
GeoManager DirectData			$4.95 Net
GeoManager DriverSafety			$9.95 Net
GeoManager Fleet Management			$22.95 Net
GeoManager Hours of Service			$12.95 Net
GeoManager Playback			$2.95 Net
GeoManager Switch Status			$7.95 Net
GeoManager Temp Status			$7.95 Net
GeoManager WiFi Service			$2.95 Net
GeoManager Work Management			$11.95 Net
GeoManager Workflow			$12.95 Net
Turnpike Direct			$10 Net
Turnpike Direct Premium			$15 Net
Turnpike RouteTracker			$20 Net
Turnpike RouteTracker Spare			$20 Net
Xora InVehicle HM			$19.99 Net
Xora InVehicle PND			$24.98 Net

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ITEM	CATEGORY	DESCRIPTION	COST
Xora StreetSmart Time Workforce Lite			$19.99 Net
Xora StreetSmart Workforce Silver			$15.98 Net
Xora StreetSmart Workforce Supervisor			$19.99 Net
Xora StreetSmarth Workforce Gold			$19.99 Net
Xora Vehicle DL 10			$29.99 Net
Xora Vehicle DL 20			$31.99 Net
Omnilink Asset Locator			$24.99 Net
Equipment: (Equipment prices are based on a 2 year commitment with 100+ Units on an account)			
BlackBerry Bold 9930	SP	BlackBerry Bold 9930	$199.99
LG Rumor Reflex	TCT	LG Rumor Reflex	$29.99
Samsung Array	TCT	Samsung Array	$19.99
Samsung M400	TCT	Samsung M400	Free
Sonim XP Strike	TCT	Direct Connect Device	$129.99
Sprint 3G/4G Plug-in-Connect USB	MSD	Connection Card	Free
Novatel Merlin CC208 3G/4G 2-in-1	MSD	Connection Card	$49.99
Sierra Overdrive Pro – 3G/4G Mobile Hotspot	MSD	Mobile Hotspot	$49.99
Sprint International Mobile Hotspot By ZTE	MSD	Mobile Hotspot	$49.99
Sprint 3G/4G Plug-in-Connect USB -supports 4G and 3G (CDMA, Wi-max, and LTE).	MSD	Sprint 3G/4G Plug-in-Connect USB	$99.99
iPhone 5 16GB	SP	iPHone 5 16GB	$199.00
iPhone 5 32GB	SP	iPHone 5 32GB	$299.00
iPhone 5 64GB	SP	iPHone 5 64GB	$399.00
iPhone 4S 16GB	SP	iPhone 4S 16GB	$99.00
iPhone 4S 32GB	SP	iPhone 4S 32GB	$199.99
iPhone 4S 64GB	SP	iPhone 4S 64GB	$299.99

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

INVOICE

INVOICING AND REPORTING REQUIREMENTS

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

Monthly Reports

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

Invoicing Services

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

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

Invoice Details

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

Invoice Corrections

The Contractor shall provide within twenty (20) working days, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to twenty-five (25) days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

Account Balances

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

Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper invoices and electronic reports must reflect same call detail, record count, call

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and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

Paper
Invoices must be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail or downloadable from an Internet web site.

Electronic Media
Monthly reports shall be provided in electronic PC format with all files provided as Open Data Base Compliant (ODBC) ASCII flat files. All such reports shall be e-mailed to designated contract administrator, or alternate addresses when provided by the State.

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the service plan along with the associated cellular phone number, to the individual agency.

Contractor shall be paid within thirty (30) days after receipt of properly documented. The invoice shall be sent to the address of the using agency under agreement.

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EXHIBIT C

SPECIAL PROVISIONS

Delete Section 8.1.1 in its entirety and substitute the following:
8.1.1 failure to perform the Services as required under this Agreement.

Delete Section 13 in its entirety and substitute the following:
Contractor will indemnify and defend State against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Contractor or its subcontractors, directors, officers, employees or authorized agents.

Delete Section 14.1.2
Delete Section 14.3 and substitute the following:
14.3 The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement with the renewal of each of the insurance policies. Contractor and it's insurer shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation of policy.

Add the following:
Consequential Damages. Except for its indemnification obligations, Contractor shall not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

Wireless Service Outages and Product Failures. Contractor's maximum liability for any loss or damage arising out of a wireless Service outage or wireless product failure is limited to: (1) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (2) a refund of the net purchase price of affected wireless Products.

If there are no available appropriated funds for more than thirty (30) days, the Contractor may terminate this Agreement with thirty (30) days prior written notice to the State. To the extent that Contractor terminates the Agreement pursuant to this Section, the State agrees that any handset or equipment provided under the Agreement in the previous six (6) months will be returned to Contractor.

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE 4/1/2013

DATE (MM/DD/YYYY): 2/18/2013

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

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

PRODUCER: Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: American Casualty Company of Reading, PA	20427
INSURER C: Transportation Insurance Company	20494
INSURER D: Starr Surplus Lines Insurance Company	13604
INSURER E:	
INSURER F:	

INSURED: SPRINT SOLUTIONS, INC.
14971 6480 SPRINT PARKWAY
OVERLAND PARK KS 66251

COVERAGES SPRCO03 CERTIFICATE NUMBER: 12194285 REVISION NUMBER: XXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB. X *TENANTS LEGAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	N	GL4014104273	4/1/2011	4/1/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	BUA4014104287	4/1/2011	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ Included
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	SLSLGCE51007012	4/1/2012	4/1/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC4014104225(RETRO) WC4014104239(DEDUCTIBLE) WC4014104242 (CA) N/A IN MONOPOLISTIC STATES	4/1/2012 4/1/2012 4/1/2012	4/1/2013 4/1/2013 4/1/2013	X WC STATU-TORY LIMITS 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF $1,000,000 PER OCCURRENCE. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED WHERE REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS. RE: TELECOMMUNICATIONS.

CERTIFICATE HOLDER

12194285

STATE OF NEW HAMPSHIRE, ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE & PROPERTY
ATTN: PURCHASING AGENT, PAUL RHODES
25 CAPITOL STREET, STATE HOUSE ANNEX RM 102
CONCORD NH 03301

CANCELLATION See Attachment

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

Ronald J Foster

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SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

SPRINT SOLUTIONS, INC.

Assistant Secretary's Certificate

I, Stefan K. Schnopp, an Assistant Secretary of Sprint Solutions, Inc., a Delaware corporation (the "Corporation"), do hereby certify that I am a duly elected and acting Assistant Secretary of the Corporation and have access to the corporate records, minutes, and corporate seal of the Corporation.

I further certify that, based on information provided to me and pursuant to the Fiscal Authorization Policy of the Corporation, Michaela Clairmonte, Manager, Contracts Negotiations, is authorized to sign a Wireless Agreement with the State of New Hampshire, on behalf of the Corporation.

IN WITNESS WHEREOF, I have set my hand and seal of the Corporation this 19th day of February, 2013.

(Corporate Seal)

Stefan K. Schnopp
Assistant Secretary

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 SPRINT SOLUTIONS, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on August 12, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of January, A.D. 2013

William M. Gardner
Secretary of State