

Subject: \_\_\_\_\_

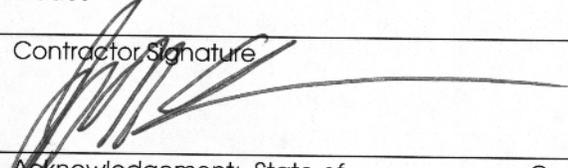
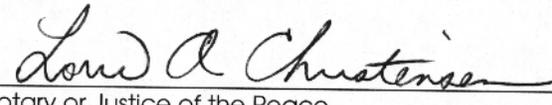
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol St. Concord, NH 03301	
1.3 Contractor Name NH # 1 Rural Cellular, Inc.		1.4 Contractor Address 8410 W. Bryn Mawr Chicago, IL 60631	
1.5 Contractor Phone Number 800-888-9020	1.6 Account Number N/A	1.7 Completion Date March 31, 2019	1.8 Price Limitation \$800,000.00
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory EUP- Ops	
1.13 Acknowledgement: State of _____, County of _____ On <u>6/6/16</u> , 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/execute this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name and Title of Notary or Justice of the Peace Lorri A. Christensen - Sr. Executive Assistant			
1.14 State Agency Signature Date: _____		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, 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) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

## **2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.**

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

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

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

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

## **4. CONDITIONAL NATURE OF AGREEMENT.**

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

## **5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

## **7. PERSONNEL.**

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

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

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

#### **14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

NH # 1 Rural Cellular, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Wireless Cellular Telephone and Data Services in accordance with the bid/proposal submission in response to State Request for Bid # 1812-16 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1812-16

**3. TERM OF CONTRACT**

This Contract shall commence upon July 1, 2016 or the approval of Governor and Executive Council, whichever is later, and shall terminate on March 31, 2019, a period of approximately two (2) years and nine (9) months, unless extended for additional terms.

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

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

**4. SCOPE OF WORK**

The Contractor shall perform all services according to the requirements and specifications of this Contract.

**NETWORK**

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

**COVERAGE**

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

- Traditional Cellular Telephone Service for voice operational coverage shall be 80% of all geographic areas of New Hampshire. ;
- ISP Access Data Service for Smartphones and wireless "Air Card" coverage for 70% of all geographic areas of New Hampshire;

## PORTING OF EXISTING TELEPHONE NUMBERS

Contractor shall port all lines by start of business on June 30, 2016.

## TYPE OF SERVICE

- Traditional Cellular Telephone Service, Domestic Use  
Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One free voice device shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in any Exhibit B.
- 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) 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 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 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 Contract shall be referred to as SmartPhone (SM) equipment. One free SmartPhone device for each operating system specified shall be offered for each user one time per line. The free device must 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 OS then a new free device must be provided even if outside the two year replacement window. Otherwise devices shall be eligible for upgrade at prices included in the Contract.

One free SmartPhone 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 shall be returned to the Contractor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Contractor shall provide Mobile Antivirus and Mobile Anti-malware protection software for each SmartPhone distributed preinstalled with the ability to update to the latest version throughout the length of the Contract. .

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.

## LICENSES

The Contractor shall currently hold and retain throughout the duration of the Contract all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Contractor 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 Vendor as becomes necessary to continue services without retribution by 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 June 30, 2016 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 the Contract. Only services requested and authorized by the State shall be replaced. The Contractor shall communicate with State 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. to request services, Monday through Friday. The Contractor shall respond and provide appropriate service as requested, and allowed under this Contract, with the exception of Smartphones. Smartphones shall require prior written approval from the State Department of Information Technology CIO. 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 by the Contractor to the State shall refer to the Contract number.

- Purchase Orders

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

- Initial Service Requests

The Contractor shall contact State agencies to perform a service needs analysis as directed by the State at the initiation of the Contract. 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 Safety 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, with a maximum requirement of a 30-day or one calendar month activation period with no termination liability. All service agreements shall be coterminous with the termination date of the Contract. All provided equipment (telephone, charger, belt-clip, etc.) shall be returned to the Contractor within 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 from notification 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 instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

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

#### CUSTOMER SUPPORT SERVICES

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

- Account Management

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

- Account Team Access

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

- Billing Support

The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, call detail, equipment programming, data

discrepancies and all other aspects of the Contract. The Contractor shall be capable of receiving electronic payments from the State.

If Contractor subcontracts any or all of the products and/or services covered by this Contract, the Contractor shall be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor does not release the selected 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 subcontractor(s).

- Problem Resolution

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

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

#### TECHNOLOGY UPDATES

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor shall not impose any charges for a given service when the State discontinues one service (upgrades level of service and features; e.g. State upgrades base phone to a SMART phone service with web/data access) and for the replacement of another while remaining a customer of that same Contractor. Contractor shall replace any interface equipment which becomes obsolete due to Contractor service updates performed at the discretion of the Contractor.

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

#### 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.

#### 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, 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, though website access can be made available as an additional option.

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

- Report Delivery Timeframe

Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle.

- Electronic Media

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

### **REPAIR AND INSTALLATION SERVICES**

Contractor shall repair network operations, support replacement equipment and correct failed network services 24 hours per day, 7 days per week, 52 weeks per year. Toll free number must be answered at all times, with technical support and phone replacement support available 24 hours per day, 7 days per week, 52 weeks per year.

#### 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 24 hour time period.

### **PRIME CONTRACTOR**

Contractor warrants that they are the prime Contractor for the business solicited in this Contract.

#### Subcontractor Performance

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

### **Introduction of New Technology**

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

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

### **TELEPHONES AND EQUIPMENT**

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

- 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
- Bluetooth earpiece
- Screen protectors for SmartPhones

- 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.

- 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 SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved device is the iOS).

- 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

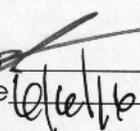
Contractor shall offer devices and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall be offered at a minimum discount, listed in Exhibit B for the entire term of any the Contract.

- Existing Equipment

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

- Equipment Maintenance and Warranty

The Contractor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Contractor. All equipment shall remain fully functional throughout the duration of the Contract. Any equipment purchased by the State shall be provided with a three (3) year warranty, resulting in free of charge repair or

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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 will 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 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.

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.

- 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 vendor services allowing functionality throughout most areas of the United States.

#### INTERNATIONAL SERVICE COMPATIBILITY

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

#### E911 AND FCC SERVICE COMPATIBILITY

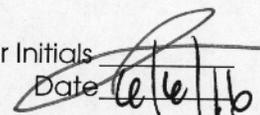
Contractor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

#### **SERVICE FEATURES**

The Contractor shall offer service features as defined below. All offered features are 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.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

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

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

**5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice with no termination liability.

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

The Contractor shall wireless cellular telephone and data services strictly pursuant to, and in conformity with, the specifications described in State RFB # 1812-16, as described herein, and under the terms of this Contract.

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

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

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

**8. INSURANCE**

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

Contractor Initials

Date

  
6/16/16

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide wireless cellular telephone and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$800,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2019.

Pricing does not include federal, state, local or foreign tax, fees, assessments or other charges (collectively "taxes"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Taxes and other fees vary by state and local areas and are subject to change without notice.

**2. PRICING STRUCTURE**

**Basic Voice - No Text or Data**

100 Voice Minute Plan- PAYG	200 Voice Minute Plan-PAYG
\$25.00	\$30.00

**Basic Voice - Including Text and Data**

100 Voice Minute Plan- PAYG	200 Voice Minute Plan-PAYG	Unlimited Minute Plan- Pooled
\$25.00	\$30.00	\$28.00

**Smart Phone with PDA**

<i>Unlimited Data &amp; Unlimited Minutes (1GB at 4G speed)</i>	<i>Unlimited Data &amp; Unlimited Minutes (3GB at 4G speed)</i>	<i>Unlimited Data &amp; Unlimited Minutes (5GB at 4G speed)</i>
\$42.00	\$52.00	\$65.00

**ISP ACCESS DATA SERVICE COSTS**

	Mobile or Stationary Data Access	Mobile or Stationary Data Access
--	---	---

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*10/16/16*

	Service 50MB	Service 5GB
PLAN COST PER DEVICE	\$15.50	\$42.00
INCOMING MINUTES PER DEVICE	N/A	N/A
COST PER INCOMING MINUTE	N/A	N/A
OUT GOING US MINUTES	N/A	N/A
COST PER OUT GOING MINUTE	N/A	N/A
COST PER TEXT MESSAGE	N/A	N/A

### Machine-to-Machine

	1MB	10MB	1GB
connectivity - Fleet vehicle tracking, wireless sensors, game cameras, etc.			
Overage rate per Megabyte	\$1.00	\$1.00	\$15.36 per GB
Cost/month	\$3.50	\$8.00	\$23.00

### Telephone And Equipment Costs

ITEM	CATEGORY	MANUFACTURER	MODE/VERSION	ONE TIME COST PER ITEM
Traditional Cellular Telephone - Basic Phone	TCT	LG	LG Envoy 3	No Charge*
Traditional Cellular Telephone - Smartphone	TCT	Apple Iphone	5S	No Charge*
Traditional Cellular Telephone - Smartphone	TCT	Samsung Galaxy	Grand Prime	No Charge
Mobile or Stationary Data Access Equipment for PC Laptop support	MS	ZTE	Unite 2	No Charge*
USB Wireless Broadband Card	MS	Huawei	UML397	No Charge*
Smart Phone Mobile Antivirus and Mobile anti-Malware Protection	SP	As provided by manufacturer equipment manufacturer		No Charge*

120 Vac Battery Adaptor	TCT//SP	As provided by manufacturer equipment manufacturer		No Charge
12 Vdc battery adaptor/charger	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Belt clip holster or belt clip carrying case	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Earpiece (ear-bud)	TCT/SP	As provided by manufacturer equipment manufacturer		No Charge
Screen protector for Smartphone	SP	Various		No Charge

Percentage discount off of MSRP for Bluetooth equipment: 50% for car kits and 25% on all others.

**Balance of Product Line**

Pay as You Go VOICE Rate Plan			
	<u>Price</u>	<u>Discount</u>	<u>Net of Discount</u>
<u>Pay as you Go \$0 Plan/\$0.05 per minute usage</u>	\$0/\$0.05	0%	\$0/\$0.05
* This plan does not include any minutes or features			
* A \$0.05 per minute charge will be incurred for minutes used			
<u>Available Air Time Features</u>			
Unlimited M2M	\$10.00		
Unlimited Incoming Calls	\$10.00		
Unlimited N&W	\$10.00		
<u>Available Text Packages (unlimited incoming is included with all text packages listed below)</u>			
250 Outgoing Text Package	\$4.95		

Contractor Initials \_\_\_\_\_  
Date 4/16/16

750 Outgoing Text Package	\$ 9.95
Unlimited Outgoing Text, Pics and Video Messages	\$19.95

Business & Government Unlimited Plans

	Price	Discount	Net of Discount
Unlimited Voice and Text	\$40.00	30%	\$28.00
Unlimited Voice and Text/Pics and 300MB of 4G speed Data	\$50.00	30%	\$35.00
Unlimited Voice and Text/Pics and 1GB of 4G speed Data	\$60.00	30%	\$42.00
Unlimited Voice and Text/Pics and 3GB of 4G speed Data	\$80.00	35%	\$52.00
Unlimited Voice and Text/Pics and 5GB of 4G speed Data	\$100.00	35%	\$65.00
Unlimited Voice and Text/Pics and 10GB of 4G speed Data	\$130.00	35%	\$84.50
Unlimited Data Only with 2GB of 4G speed Data	\$30.00	30%	\$21.00
Unlimited Data Only with 5GB of 4G speed Data	\$60.00	30%	\$42.00
Unlimited Data Only with 10GB of 4G speed Data	\$100.00	30%	\$70.00

\*Plans listed below all Data throttled to 1X after 4G data limit is reached. Tethering included in all plans.

Shared Connect Access - Subsidized

	Price	Discount	Net of Discount
Basic Phones	\$30.00	10.00	\$20.00
Smartphones	\$40.00	5.00	\$35.00
Hotspot/Modem/Router/Home Phone	\$20.00	0%	\$20.00
Router + Voice	\$30.00	0%	\$30.00
Tablet	\$10.00	0%	\$10.00
Remote Monitoring	\$10.00	0%	\$10.00

\*The \$10 feature and \$5 Smartphone discount available to lines on 25GB data packages and higher only\*

Shared Connect Access - Customer Owned Equipment/Retail Installment

	Price	Discount	Net of Discount
Basic Phones			

Contractor Initials \_\_\_\_\_  
Date 6/16/16

	\$30.00	\$10.00	\$20.00
Smartphones	\$40.00	\$25.00	\$15.00
Hotspot/Modem/Router/Home Phone	\$20.00	0%	\$20.00
Router + Voice	\$30.00	0%	\$30.00
Tablet	\$10.00	0%	\$10.00
Remote Monitoring	\$ 10.00	0%	\$10.00

\*The \$25 COE/EIP discount available to lines on 10GB data package and higher only. Lines on 1GB to 6GB would receive a \$20 discount\*

Shared Connect-Data Packages				
All Device Packages	Price	Discount	Net of Discount	Max # of Devices
1 GB	\$25.00	0%	\$25.00	10
3 GB	\$40.00	0%	\$40.00	10
6 GB	\$55.00	0%	\$55.00	10
10 GB	\$70.00	10%	\$63.00	10
12 GB	\$80.00	10%	\$72.00	10
15 GB	\$90.00	15%	\$76.50	10
20 GB	\$110.00	25%	\$82.50	10
25 GB	\$175.00	25%	\$131.25	25
30 GB	\$225.00	25%	\$168.75	25
40 GB	\$300.00	25%	\$225.00	25
50 GB	\$375.00	25%	\$281.25	25
60 GB	\$450.00	25%	\$337.50	50
75 GB	\$560.00	25%	\$420.00	50
100 GB	\$750.00	25%	\$562.50	50
150 GB	\$1,125.00	25%	\$843.75	100
200 GB	\$1,500.00	25%	\$1,125.00	100

Contractor Initials \_\_\_\_\_  
Date 11/16/16

<u>Data Only Packages</u>	<u>Price</u>	<u>Discount</u>	<u>Net of Discount</u>	<u>Max # of Devices</u>
300MB	\$5.00	0%	\$5.00	10
1 GB	\$10.00	0%	\$10.00	10
2 GB	\$20.00	0%	\$20.00	10
4 GB	\$30.00	0%	\$30.00	10
6 GB	\$40.00	0%	\$40.00	10
8 GB	\$50.00	10%	\$45.00	10
10 GB	\$60.00	10%	\$54.00	10
12 GB	\$70.00	10%	\$63.00	10
14 GB	\$80.00	15%	\$68.00	10
16 GB	\$90.00	15%	\$76.50	10
18 GB	\$100.00	15%	\$85.00	10
20 GB	\$110.00	25%	\$82.50	10
30 GB	\$185.00	25%	\$138.75	25
40 GB	\$260.00	25%	\$195.00	25
50 GB	\$335.00	25%	\$251.25	25
75 GB	\$520.00	25%	\$390.00	50
100 GB	\$710.00	25%	\$532.50	50
150 GB	\$1,025.00	25%	\$768.75	100
200 GB	\$1,400.00	25%	\$1,050.00	100
<u>M2M Pooled/Subscriber Plans</u>				
	<u>Price</u>	<u>Discount</u>	<u>Net of Discount</u>	
M2M Data 512KB	\$5.59	50%	\$2.80	
M2M Data 1MB	\$6.99	50%	\$3.50	
M2M Data 2MB		50%		

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	\$8.99		\$4.50
M2M Data 3MB	\$9.99	50%	\$5.00
M2M Data 4MB	\$11.99	50%	\$6.00
M2M Data 5MB	\$13.99	50%	\$7.00
M2M Data 10MB	\$15.99	50%	\$8.00
M2M Data 25MB	\$23.99	50%	\$12.00
M2M Data 50MB	\$30.99	50%	\$15.50
M2M Data 250MB	\$39.99	50%	\$20.00
M2M Data 1GB	\$45.99	50%	\$23.00
M2M Data 5GB	\$79.99	50%	\$40.00
M2M Data 10GB	\$119.99	50%	\$60.00

### **3. INVOICE**

#### **INVOICING REQUIREMENTS**

Invoices are required throughout the duration of the Contract as denoted below.

- **Invoicing Services**

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

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be 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 billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- **Invoice Corrections**

The Contractor shall provide within ten (10) working days, 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 Delivery Timeframe  
Invoices 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 must 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 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.

For State agencies who participate in the Procurement Card program the Contractor shall be paid by Procurement Card when invoice is received.

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

#### **4. PAYMENT**

Payments shall be made via Procurement Card by State agencies who participate in the Procurement Card program.

  
9/16/16

**EXHIBIT C  
SPECIAL PROVISIONS**

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

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

3. Delete Section 14.1.2.

4. 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 its insurer shall endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days' prior written notice of cancellation of policy.

5. 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.

**INSERT THE FOLLOWING SPECIAL PROVISIONS, CONDITIONAL UPON, IF A CONFLICT EXISTS AMONG PROVISIONS, THE STATE'S CONTRACT TERMS AND CONDITIONS STATE PREVIOUSLY HEREIN SHALL SUPERSEDE THE FOLLOWING CONTRACTOR'S STANDARD BUSINESS CUSTOMER TERMS AND CONDITIONS:**

6. BUSINESS CUSTOMER SERVICE AGREEMENT

THE TERMS AND CONDITIONS OF THIS BUSINESS CUSTOMER SERVICE AGREEMENT is by and between **Manchester-Nashua Cellular Telephone LP** d/b/a as U.S. Cellular in the Home Market ("USCC"), and the **State of New Hampshire** on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

1. **DEFINITIONS.**

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

(b) "Home Market" means the market in which the USCC switch to which your account is assigned at the time your service is established.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) that USCC provides directly or indirectly to Customer.

2. **PROVISION OF SERVICE.**

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps are available at uscellular.com. Such maps may be updated periodically by USCC. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each piece of Equipment must be used in USCC's licensed markets. No more than 400 MB of Customer's data usage in any month on each piece of Equipment may be used in USCC's non-licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) **Machine to Machine Services ("M2M").** M2M shall refer to Services where data is transmitted over USCC's network between devices (including wireless devices, modems, computer servers, or other machines) with limited to no manual administration, supervision, or intervention. If Customer utilizes M2M Services, the requirements for use of such Services including rates, equipment, and other terms and conditions, shall be set forth in Exhibit B and M2M Services shall also be governed by this Agreement along with any applicable third party terms and conditions. M2M Services may require 3<sup>rd</sup> party Equipment, 3<sup>rd</sup> party services such as software-as-a-service

("SAAS"), and/or the acceptance of third party end-user license agreements by Customer. USCC makes no warranties, representations, or other statements regarding such third party Equipment, agreements, or services and Customer agrees that it may only use such 3<sup>rd</sup> party Equipment or services that are approved by USCC for use on its network. M2M lines are data only lines for use with M2M equipment approved by USCC only. USCC may prohibit standard wireless devices and equipment from being activated on M2M lines.

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

**(g) BlackBerry® Services.** If Customer utilizes BlackBerry Service and Equipment, that use shall be governed by this Agreement and the applicable Blackberry License(s). For purposes of this Agreement, "Blackberry License(s)" means the then current standard software license(s), in whatever form or medium provided by BlackBerry Limited. The current BlackBerry License(s) can be found at [www.blackberry.com/legal](http://www.blackberry.com/legal).

**(h)** Additional individual Services offered by USCC are subject to specific terms and conditions. Those terms and conditions are included in the specific brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

**3. CUSTOMER SUPPORT.**

USCC will provide Customer with customer support, which may include a major account support team, as set forth in Exhibit B.

**4. RATES AND CHARGES.**

**(a)** Customer shall pay for Service at the rates set forth in Exhibit B. If Customer desires to purchase any services offered by USCC for which rates are not set forth in Exhibit B, then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts such offered rates and charges, USCC shall provide such services which shall thereafter be deemed to be part of the Service.

**(b)** USCC shall measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the "send" button until the call is terminated.

**(c)** "Application Charges" means the charges incurred for all monthly subscription fees and "per use" fees for data applications.

(d) "Data Network Charges" means the charges for transferring data (e.g., downloading applications, accessing the internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte or megabyte of data transferred will be rounded up and billed as a full kilobyte.

5. **EQUIPMENT.**

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B for each new line of Service activated by Customer and each Eligible Upgrade. An "Eligible Upgrade" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

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

(c) For M2M, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a 3<sup>rd</sup> party only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer owned Equipment at any time and for any reason in its sole discretion.

6. **BILLING AND PAYMENT.**

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

7. **COVERAGE.**

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that the BlackBerry portion of the Service or M2M Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

8. **EARLY TERMINATION FEES.**

If Customer terminates this Agreement or any line of Service during the initial term for any reason other than USCC's material breach of this Agreement and does not return Equipment to USCC in good working condition (defined below), Customer will be subject to a prorated early termination fee ("ETF") of \$150.00 per terminated line of

*[Handwritten signature]*  
*[Handwritten date: 4/6/16]*

Service for feature phones, modems, hotspot devices, and M2M lines utilizing customer owned Equipment and a \$350.00 ETF per terminated line of Service for smartphones, tablets, and M2M lines utilizing Equipment purchased from USCC at a subsidized price. Regardless of the start and end date of the initial term or any renewal term of this Agreement, any ETF will be prorated over twenty-four months from the date of initial activation of the Equipment on the terminated line of Service in accordance with the following: an ETF of \$350.00 for a 24 month initial term will be reduced by \$8.33 for each of months 1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month initial term will be reduced by \$3.13 for each of months 1 - 23 and further reduced to \$0 at the conclusion of month 24 (\$75.00 remaining ETF applies during month 24). Equipment in "good working condition" must (i) power on, (ii) make a test call, (iii) have a functioning LCD, (iv) have intact housing, (v) not have any water damage, (vi) have a functioning keypad, (vii) have a valid ESN, (viii) include the proper battery and back housing, and (ix) otherwise function properly. Notwithstanding the foregoing and excluding M2M lines, the aforementioned ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. For M2M lines, Customer acknowledges that due to the costs of USCC setting up the line for any Equipment, the previously mentioned ETF amounts will apply whether the Equipment was purchased from USCC or provided by Customer, and Exhibit B may state additional requirements for termination of M2M lines.

**9. INTENTIONALLY OMITTED.**

**10. THEFT.**

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

**11. INTENTIONALLY OMITTED.**

**12. CERTIFICATE OF AUTHORITY.**

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

**13. LIMITS OF LIABILITY.**

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

Handwritten signature and date, appearing to be "12/16".

**14. DISCLAIMER OF WARRANTIES.**

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

**15. ASSIGNMENT.**

NEITHER PARTY SHALL HAVE THE RIGHT TO ASSIGN OR TRANSFER ITS RIGHTS OR OBLIGATIONS PURSUANT TO THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY ASSIGN OR TRANSFER THIS AGREEMENT TO A SUCCESSOR AS A RESULT OF A MERGER, CONSOLIDATION, ACQUISITION, REORGANIZATION OR SALE OF ALL OR SUBSTANTIALLY ALL OF SUCH PARTY'S ASSETS WITHOUT THE PRIOR CONSENT OF THE OTHER PARTY. NO SUCH ASSIGNMENT OR TRANSFER SHALL HAVE THE EFFECT OF INCREASING THE OBLIGATIONS OF EITHER PARTY UNDER THIS AGREEMENT. THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL INURE TO THE BENEFIT OF, AND SHALL BE BINDING UPON, EACH PARTY'S SUCCESSORS AND PERMITTED ASSIGNS.

**16. INTENTIONALLY OMITTED.**

**17. GOVERNING LAW.**

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

**18. NO WAIVER; SEVERABILITY.**

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

**19. NOTICE.**

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

**USCC:**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Customer:**  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**With a copy to:**  
USCC Services, LLC  
Attn: Legal and Regulatory Affairs  
8410 West Bryn Mawr  
Chicago, IL 60631  
FAX #: (773) 864-3133

and to:

Stephen P. Fitzell, Esq.  
Sidley Austin LLP  
One S. Dearborn Street  
Chicago, IL 60603  
FAX #: (312)853-7036

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

**20. COMPLIANCE WITH LAW.**

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

**21. PUBLICITY AND ADVERTISING.**

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

Contractor Initials \_\_\_\_\_  
Date 12/16/16

**22. IN BUILDING REPEATER SYSTEMS.**

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

**23. AFFILIATES AND SUBSIDIARIES.**

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

**24. CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

**25. CONFIDENTIALITY.**

**(a) Confidential Information.** "Confidential Information" means with respect to a party hereto, this Agreement, together with all business or technical information or materials of such party provided hereunder. Confidential Information shall not include information or material that the receiving party demonstrates: (i) was known to the receiving party prior to the Effective Date free of any obligation of nondisclosure; (ii) was in the public domain prior to the date received by a receiving party hereunder or which subsequently came into the public domain through no fault of the receiving party; (iii) was lawfully received by the receiving party from a third party free of any obligation of nondisclosure; or (iv) was independently developed by the receiving party, employees, consultants or agents without reference to any Confidential Information of the disclosing party.

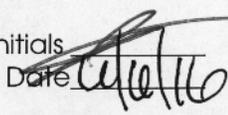
**(b) Maintaining Confidentiality.**

The parties shall:

(i) hold all Confidential Information in strict confidence and not disclose it to others or use it any way except in performing the receiving party's obligations under this Agreement; and

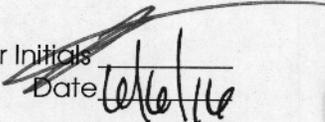
(ii) take all action reasonably necessary to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of the Confidential Information.

**(c) Ownership and Return of Confidential Information.** Confidential Information furnished to the receiving party by the disclosing party will be and shall remain solely

Contractor Initials  
Date 

the property of the disclosing party. The receiving party agrees to return all Confidential Information and any materials or other property provided by the disclosing party promptly, at the disclosing party's request or upon termination of this Agreement, whichever occurs first. The receiving party agrees not to retain any Confidential Information of the disclosing party or reproductions thereof, or other such property or materials, after such request or termination.

**(d) Required Disclosures.** Notwithstanding the foregoing, the receiving party may disclose the disclosing party's Confidential Information to the extent that the receiving party is required by any subpoena or other lawful process.

  
10/16/16

**EXHIBIT D**

RFB # 1812-16 is incorporated here within.

Contractor Initials

Date

*[Handwritten signature]*  
*[Handwritten date: 1/16/16]*

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify NH #1 RURAL CELLULAR, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 10, 1990. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23<sup>rd</sup> day of May, A.D. 2016

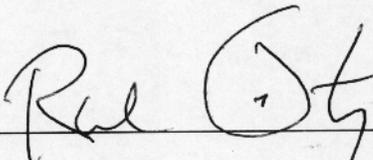
William M. Gardner  
Secretary of State

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

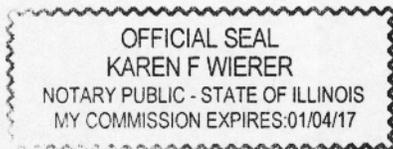
**CERTIFICATE OF INCUMBENCY AND AUTHORITY**

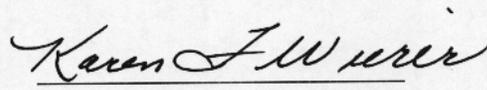
I, Ruben Ortiz, am the legal Counsel representative of NH #1 Rural Cellular, Inc. (the "Company") and in that capacity do hereby certify that Jay Ellison has been duly appointed to the position of Executive Vice President - Operations and in that capacity he has full authority to act for and on behalf of the Company for the purpose of submitting and executing the binding amendment to the services agreement executed between the State of New Hampshire and Company.

**In Witness Whereof**, I have executed this Certificate on this 6<sup>th</sup> day of June, 2016.

  
\_\_\_\_\_  
Ruben Ortiz  
Counsel

Subscribed and sworn to before me on this 6 day of June, 2016.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 01/04/17

