

MA 18P 20093000000000000036  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 10/14/20

**Expiration Date:** 08/30/24

**Master Agreement Description:** Wireless Cellular Service & Equipment

**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

**Requestor Information**

Brian Oliver 207-592-1776 ext. brian.k.oliver@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Extension until 8/30/2024.

**Authorized Departments**

ALL

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000093701

**Vendor Name**

US CELL CORP

**Alias/DBA**

FINANCIAL SERVICES/MAJOR ACTS

**Vendor Address Information**

8410 W BRYN MAWR AVE

CHICAGO, IL 60631

US

**Vendor Contact Information**

CONTACT CONTACT

999-999-9999 ext.

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** US CELL CORP

**Commodity Line #:** 1

**Commodity Code:** 91575

**Commodity Description:** U.S. Cellular Statewide Contract -  
MASTER AGREEMENT

**Commodity Specifications:**

**Commodity Extended Description:** AS PER THE SPECIFICATIONS ATTACHED AND MADE PART OF THIS MA.

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	10/14/20	08/30/24
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

**Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165


**T&C Name:** Payment Terms

**T&C Details:** Net 30

Please see authorized signatures displayed on the next page

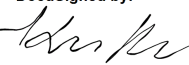
Each signatory below represents that the person has the requisite authority to enter into this Contract.  
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
 6/28/2024  
Signature \_\_\_\_\_ Date

David Morris, Acting Chief Procurement Officer

Vendor

DocuSigned by:  
 6/28/2024  
Signature \_\_\_\_\_ Date

Kimberly G. Kerr                      kk  
\_\_\_\_\_  
Print Representative Name and Title



SERVICE CONTRACT

DATE: 10/1/2020

ADVANTAGE CONTRACT #: MA 18P 20093000000000000036

DEPARTMENT AGREEMENT #: NA

CONTRACT AMOUNT: \$ Master Agreement

START DATE: 10/14/2020 END DATE: 6/30/2024

This Contract, is between the following Department of the State of Maine and Provider:

State of Maine DEPARTMENT

DEPARTMENT: Administrative and Financial Services

Address: 9 Statehouse Station

City: Augusta State :ME Zip Code: 04333

PROVIDER

PROVIDER: United States Cellular Corporation

Address: 8410 W. Bryn Mawr Suite 700

City: Chicago State: IL Zip Code: 60631

Provider's Vendor Customer #: VC1000093701

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

Department of Administrative and Financial Services

Provider: US Cellular

DocuSigned by: [Signature] 10/2/2020
Signature Fred Brittain, CIO Date

DocuSigned by: [Signature] 10/2/2020
Signature Kim Kerr kk Date

**STATE OF MAINE | SERVICE CONTRACT****DEPARTMENT AND PROVIDER POINT OF CONTACTS**

CONTRACT ADMINISTRATOR: The following person is designated as the Contract Administrator on behalf of the Department for this Contract. All financial reports, invoices, correspondence and related submissions from the Provider as outlined in Rider A, Reports, shall be submitted to:

**Division of Procurement Services**

Name:	Justin Franzose
Address:	9 State House Station, Augusta ME 04333
Telephone:	(207)624-7337
Email:	<a href="mailto:Justin.Franzose@maine.gov">Justin.Franzose@maine.gov</a>

## PROVIDER

**US Cellular Director of Sales (Sales and Customer Service Leadership)**

Name:	Chris Stokes
Address:	800 Cornerstone Drive, Knoxville, Tennessee 37932
Telephone:	(865) 216-2861
Email:	<a href="mailto:Chris.Stokes@uscellular.com">Chris.Stokes@uscellular.com</a>

**STATE OF MAINE | SERVICE CONTRACT****RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input type="checkbox"/>	Funding Rider
<input checked="" type="checkbox"/>	Rider A – Scope of Work
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input checked="" type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Rider D – Provider Contacts
<input checked="" type="checkbox"/>	Rider E – Wireless Services Pricing
<input checked="" type="checkbox"/>	Rider F – Certificate of Insurance
<input checked="" type="checkbox"/>	Rider G – Identification of Country in Which Contracted Work will be Performed
<input type="checkbox"/>	Business Associate Agreement – Included at Department's Discretion
<input type="checkbox"/>	Other – Included at Department's Discretion

**STATE OF MAINE | SERVICE CONTRACT**

**FUNDING RIDER**

**Internal Purposes Only**

CODING: (Departments - Attach separate sheet as needed for additional coding.)

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

LINE TOTAL	FUND	DEPT	UNIT	SUB UNIT	OBJ	PROGRAM	PROGRAM PERIOD	BOND FUNDING	FISCAL YEAR
\$									

Funding Total: \$

The sources of funds and compliance requirements for this Contract follow:

State General Fund                   \$  
 Dedicated/Special Revenue       \$  
 Federal Funds                         \$

**STATE OF MAINE | SERVICE CONTRACT****RIDER A  
SCOPE OF WORK**

## TABLE OF CONTENTS

- I. Acronyms
- II. Introduction/Overview
- III. Deliverables
- IV. Performance Measures
- V. Reports

I. ACRONYMS/DEFINITIONS:

The following terms and acronyms shall have the meaning indicated below as referenced in this Contract:

<b>COMMONLY KNOWN ACRONYMS AND DEPARTMENT ABBREVIATIONS</b>	
Contract	Formal and legal binding agreement
Department	State of Maine Department Entering into this Contract
Provider	Organization providing services under this Contract
State	State of Maine

II. INTRODUCTION/OVERVIEW:

The purpose of this Contract is to provide wireless products and services to all state agencies, political subdivisions, quasi-state agencies, colleges and schools across the State of Maine based on the pricing included in this contract and updated regularly at <https://www.b2b-wireless.net/som/> .

The Provider shall provide Agency authorized Wireless Coordinators easy access for ordering and billing of services delivered. The Provider will issue a detailed monthly invoice for products and services delivered during the month.

The Provider will have resources regularly responding to requests for services:

U.S. Cellular My Business Account (portal): <https://www.uscellular.com/business/myaccount>

E-mail address for Portal Department/User Set Up: [StateofMaineSuppo@uscellular.com](mailto:StateofMaineSuppo@uscellular.com)

E-mail address for Ordering & Billing: [StateofMaineSuppo@uscellular.com](mailto:StateofMaineSuppo@uscellular.com)

III. USE OF THIS CONTRACT

This contract can be used by all governmental agencies, quasi-governmental agencies, political subdivisions, colleges, and educational institutions. This contract may also be used by other states with a written request to U.S. Cellular, and upon review and approval from U.S. Cellular.

IV. DELIVERABLES:



**STATE OF MAINE | SERVICE CONTRACT**

The Provider shall perform all services and maintain all standards and requirements for services provided under this Contract in accordance with the below:

- \$0.01 subsidized price options for Apple iOS smartphone, Android smartphone, basic/feature phone and a mobile hotspot
- \$50.00 discount on all subsidized equipment list rates (discount will not to reduce net price lower than \$0.01)
- 12 month equipment upgrades for smartphone lines with a \$35.00 MRC & higher; 20 month equipment upgrade for all other lines
- 25% off all accessories \$99.99 and below
- Free overnight shipping
- No early termination fees (we only ask that equipment less than 12 months old to be returned upon early cancellation)

**V. PERFORMANCE MEASURES:**

- Timely response to agency inquiries
- Delivery of monthly automated invoices

**VI. REPORTS Enter N/A if not applicable****A. Required Reports**

The Provider shall track and record all data/information necessary to complete the reports listed in the table below:

	Name of Report	Description or Appendix #:
1.	Monthly Invoice	Automated report with detail and summary information for validating service delivery
2.	Summary of equipment and services	Upon request, a summary of devices and plans used by agency customers

**B. Reporting Schedule for Above Listed Required Reports**

The Provider shall submit all of the reports listed in the table below to the Department in accordance with the deadlines established within the table:

	Name of Report:	Period Captured by Report: (“Each year/quarter/month/week”)	Due Date and/or Frequency: (# days after each year/quarter/month/week”)
1.	Monthly Invoice	Prior month usage	No later than 15th of month
2.	Ad hoc summary	As requested	Within 2 weeks of request

The Provider understands that the reports are due within the timeframes established and that the Department will not make subsequent payment installments under this Contract until such reports are received, reviewed and accepted.

The Provider further agrees to submit such other data and reports as may be requested by the Agreement Administrator. The Provider shall submit all data and reports to the Agreement

**STATE OF MAINE | SERVICE CONTRACT**

Administrator listed in section “DEPARTMENT AND PROVIDER POINT OF CONTACTS” of this Agreement.

**STATE OF MAINE | SERVICE CONTRACT**

**RIDER B  
TERMS AND CONDITIONS**

1. INVOICES AND PAYMENT: Department will pay the Provider as follows: Payment terms are net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documents. Provider shall submit detailed invoices, itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Department and Advantage Contract numbers for this contract.
2. BENEFITS AND DEDUCTIONS. If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
3. INDEPENDENT CAPACITY. In the performance of this Contract, the parties hereto agree that the Provider, and any agents and employees of the Provider, shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
4. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of the Department.
5. CHANGES IN THE WORK. The Department may order changes in the work, the Contract Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
6. SUB-AGREEMENTS. Unless provided for in this Contract, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Contract Administrator. Any sub-agreement hereunder Entered into subsequent to the execution of this Contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
7. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Provider of its liability under this Contract.
8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Contract, the Provider agrees as follows:
  - a. The Provider shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The

**STATE OF MAINE | SERVICE CONTRACT**

Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

- b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
  - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
  - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
  - f. Providers and subcontractors with Contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs, which programs must conform with applicable state and federal laws, rules and regulations.
  - g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
9. EMPLOYMENT AND PERSONNEL. The Provider shall not engage on a full-time, part-time or other basis during the period of this Contract, any (a) state employee or (b) any former state employee who participated in any way in the solicitation, award or administration of this Agreement. This restriction shall not apply to regularly retired employees or any employee who has out of state employment for a period of twelve (12) months.
10. WARRANTY. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract

**STATE OF MAINE | SERVICE CONTRACT**

without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. ACCESS TO RECORDS. As a condition of accepting an Contract for services under this section, a Provider must agree to treat all records, other than proprietary information, relating to personal services work performed under the Contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the Department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the Provider and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the Contract and information concerning employee and Contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.
12. TERMINATION. (a) The performance of work under the Contract may be terminated by the Department whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the date on which such termination becomes effective. Upon such termination, the Department shall pay the Provider for work performed by the Provider prior to the date of Notice of Termination. (b) Either party may terminate this Agreement for cause by providing a written notice of termination stating the reason for the termination. Upon receipt of the notice of termination, the defaulting party shall have fifteen (15) business days to cure the default. If the default is of such a nature that it cannot be cured within fifteen (15) business days, the defaulting party shall have such additional time, as the parties may agree to, to cure the default, provided the defaulting party has taken steps to cure the default with the initial 15 days.
13. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all governmental ordinances, laws and regulations.
14. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.
15. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

**STATE OF MAINE | SERVICE CONTRACT**

16. NOTICE OF CLAIMS. The Provider shall give the Contract Administrator immediate notice in writing of any legal action or suit filed that is related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
17. APPROVAL. This Contract must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.
18. INSURANCE. The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Contract with adequate liability coverage to protect itself and the Department from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Contract, the Provider shall furnish the Department with written or photocopied verification of the existence of such liability insurance policy.
19. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.
20. SEVERABILITY. The invalidity or unenforceability of any particular provision, or part thereof, of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
21. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:
- Rider C Exceptions
  - Rider B Terms and Conditions
  - Rider A Scope of Work
  - Funding Rider
  - Rider D Included at Department's Discretion
  - Rider E Included at Department's Discretion
  - Rider F Included at Department's Discretion
  - Rider G Identification of Country in which contracted work will be performed
  - Business Associate Agreement included at Department's Discretion
  - Other Included at Department's Discretion
22. FORCE MAJEURE. The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
23. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Contract up to any amounts due and owing to the State with

**STATE OF MAINE | SERVICE CONTRACT**

regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

24. ENTIRE CONTRACT. This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.
25. AMENDMENT: No changes, modifications, or amendments in the terms and conditions of this Contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Provider.
26. DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION: By signing this Contract, the Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:
- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
  - c. Have not Entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

**STATE OF MAINE | SERVICE CONTRACT**

RIDER C

EXCEPTIONS

We ask that Section 18 INSURANCE be deleted and replaced with the following language: The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which include the activities to be covered by this Contract with adequate liability coverage for such claims under the following policies: Commercial General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers' Liability insurance, which is reflected in the attached Certificate of Insurance.



**STATE OF MAINE | SERVICE CONTRACT****RIDER D  
PROVIDER CONTACTS**

The following are provider contacts in support of this agreement:

**Business Account Sales Executive (Local Sales Primary Contact)**

Name:	Jennifer Clark
Address:	5 Senator Way, Augusta, Maine 04330
Telephone:	(207) 649-4123
Email:	<a href="mailto:Jennifer.Clark2@uscellular.com">Jennifer.Clark2@uscellular.com</a>

**Primary Customer Support/Billing Requests: U.S. Cellular State of Maine Major Accounts Support Team**

Name:	U.S. Cellular State of Maine Major Accounts Support Team
Email:	<a href="mailto:StateofMaineSuppo@uscellular.com">StateofMaineSuppo@uscellular.com</a>

**Customer Support: U.S. Cellular Maine Support Specialists**

Name:	U.S. Cellular Maine Business Support Specialists
Email:	<a href="mailto:BSSSNewEngland@uscellular.com">BSSSNewEngland@uscellular.com</a>

**Business Area Sales Manager (Sales and Customer Service Leadership)**

Name:	Alexandra Davidson
Address:	10 Corporate Drive, Suite 210, Bedford, New Hampshire 03110
Telephone:	(603) 455-0245
Email:	<a href="mailto:Alexandra.Davidson@uscellular.com">Alexandra.Davidson@uscellular.com</a>

**Wireless Solutions Architect (Sales and Service Engineer)**

Name:	Mike Begin
Address:	730 Center Street, Auburn, Maine 04210
Telephone:	(207) 689-5910
Email:	<a href="mailto:Michael.Begin@uscellular.com">Michael.Begin@uscellular.com</a>

**Director of Sales (Sales and Customer Service Leadership)**

Name:	Chris Stokes
Address:	800 Cornerstone Drive, Knoxville, Tennessee 37932
Telephone:	(865) 216-2861
Email:	<a href="mailto:Chris.Stokes@uscellular.com">Chris.Stokes@uscellular.com</a>

## STATE OF MAINE | SERVICE CONTRACT

## RIDER E

## WIRELESS SERVICES – PRICING

The following represent contract pricing for wireless products and services. Any changes to these prices will be updated at:

## PRICING:

Plan/Offer Details	New Contract SOM Pricing (2020)
<b>PAYGO Voice</b>	National Coverage \$0.00 monthly access / \$0.05 per minute rate
<b>PAYGO - Smartphone Data</b>	\$24.95 / 5GB LTE Data (overage \$9.00 per GB)
	\$26.95 / 22GB LTE Unlimited Data (no overage)
<b>Feature Phone Bundled Plan</b>	\$23.00 / Unlimited Voice & Messaging / 500MB data
<b>Smartphone Bundled Plans</b>	\$30.00 / Unlimited Voice & Messaging with 3GB LTE (no overage)
	\$35.00 / Unlimited Voice & Messaging with 5GB LTE (no overage)
	\$39.99 / Unlimited Voice & Messaging with 25GB LTE Priority Data (no overage)
	\$39.99 / Unlimited - No Throttle (First Responders Only)
<b>Connected Data</b>	\$19.80 / Unlimited 2GB LTE (no overage)
	\$30.00 / Unlimited 5GB LTE (no overage)
	\$39.00 / Unlimited 25GB LTE Priority Data (no overage)
	\$39.99 / Unlimited LTE - No Throttle (First Responders Only)
	N/A (Public Safety Officials can qualify for First Responder Plans)
<b>M2M/IoT Plans</b>	Heavily discounted M2M/IoT data plans (see New Contract M2M/IoT Details)
<b>Device Price</b>	\$0.01 feature phone, \$0.01 Android smartphone, \$0.01 iPhone & \$0.01 hotspot option; Subsidized list rates with an additional \$50 discount applies for other device options (based on availability)
<b>Equipment Timer</b>	12 month for smartphone lines with \$35.00 net MRC plan charges or higher - all other lines at 20 months
<b>Accessories</b>	25% off all accessories \$99.99 and below
<b>Shipping</b>	Free shipping. For next day order processing, all orders should be submitted by 2 pm EST. Overnight shipment available upon request.
<b>Early Termination Fee</b>	Waived ETF – equipment less than 12 months old to be returned upon cancellation

## PAYGO DETAILS:

New PAYGO Plan	MRC	Per Minute
Incoming Minutes	N/A	\$0.05
Outgoing Minutes	N/A	\$0.05
Mobile-to-Mobile Minutes	N/A	\$0.05
Toll Free	N/A	\$0.05
Directory Assistance Minutes	N/A	\$0.05
Directory Assistance Call	N/A	\$1.95
Domestic Long Distance	N/A	\$0.00
Intrastate Roaming	N/A	\$0.00
Interstate Roaming	N/A	\$0.00

**STATE OF MAINE | SERVICE CONTRACT****PAYGO ADD-ONS:**

<b>New PAYGO Plan Add-ons</b>	<b>MRC</b>	<b>Overage Charge</b>
Unlimited Mobile-to-Mobile	\$10.00	\$0.00
Unlimited Incoming	\$10.00	\$0.00
Pay-As-You-Go Text Messaging	\$0.00	\$0.10 per Text Msg
Text Messaging 250	\$4.95	\$0.10 per Text Msg
Text Messaging 750	\$9.95	\$0.10 per Text Msg
Unlimited Text Messaging	\$14.95	\$0.00
Unlimited Text/Pix/Vid Messaging	\$19.95	\$0.00
5GB LTE Data Smartphone Add-on	\$24.95	\$9.00 per GB
Unlimited Data with 22GB LTE Smartphone Add-on	\$26.95	\$0.00

**M2M DETAILS:**

<b>GOV M2M Pooled Plan Name</b>	<b>Allowance</b>	<b>List MRC</b>	<b>SOM Discounted MRC</b>	<b>Data Overage Charge (flat rate)</b>
GOV M2M 512KB	512KB	\$2.80	\$1.40	\$1/MB
GOV M2M 1MB	1MB	\$3.50	\$1.75	\$1/MB
GOV M2M 2MB	2MB	\$4.50	\$2.25	\$1/MB
GOV M2M 3MB	3MB	\$5.00	\$2.50	\$1/MB
GOV M2M 4MB	4MB	\$6.00	\$3.00	\$1/MB
GOV M2M 5MB	5MB	\$7.00	\$3.50	\$1/MB
GOV M2M 10MB	10MB	\$8.00	\$4.00	\$1/MB
GOV M2M 25MB	25MB	\$12.00	\$6.00	\$1/MB
GOV M2M 50MB	50MB	\$15.50	\$7.75	\$1/MB
GOV M2M 250MB	250MB	\$20.00	\$10.00	\$15.36/GB
GOV M2M 1GB	1GB	\$23.00	\$11.50	\$15.36/GB
GOV M2M 5GB	5GB	\$40.00	\$25.00	\$15.36/GB
GOV M2M 10GB	10GB	\$60.00	\$40.00	\$15.36/GB

**EDUCATIONAL PRICING:**

<b>Department of Education Connected Devices</b>					
<b>Manufacturer/Model</b>	<b>Type of Device</b>	<b>Service Plan</b>	<b>Contract Term</b>	<b>Monthly Recurring Rate</b>	<b>One-Time Device Price</b>
Inseego MiFi 7000	Hotspot	20GB LTE Data Plan (no overage)	6-month	\$33.00	\$99.99
Inseego MiFi 7000	Hotspot	20GB LTE Data Plan (no overage)	12-month	\$33.00	\$0.01
Samsung Galaxy Tab A 8.4" Tablet (2020)	Android Tablet	20GB LTE Data Plan (no overage)	6-month	\$33.00	\$199.99
Samsung Galaxy Tab A 8.4" Tablet (2020)	Android Tablet	20GB LTE Data Plan (no overage)	12-month	\$33.00	\$99.99

**STATE OF MAINE | SERVICE CONTRACT**

RIDER F

Certificate of Liability Insurance

STATE OF MAINE | SERVICE CONTRACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2020

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@Marsh.com; Fax: 212-948-0770	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Sentry Casualty Company		28460
<b>INSURER B :</b> Sentry Insurance A Mutual Company		24988
<b>INSURER C :</b> ACE Property and Casualty Insurance Company		20699
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-007389560-21      **REVISION NUMBER:** 3

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 SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:		90-02578-11	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-02578-04	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		G71770588 001	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	90-02578-01 (DED) (AOS) 90-02578-02 (MA,NY,WI,ND,OH,WA,WY)	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  OneNeck IT Service Corp. 5301 N. Pima Raod, Ste. 100 Scottsdale, AZ 85250	<b>CANCELLATION</b>  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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ACORD 25 (2016/03)

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STATE OF MAINE | SERVICE CONTRACT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/08/2020

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.

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<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@Marsh.com; Fax: 212-948-0770  PROP CELL	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Sentry Insurance A Mutual Company</td> <td>24988</td> </tr> <tr> <td>INSURER B : Sentry Casualty Company</td> <td>28460</td> </tr> <tr> <td>INSURER C : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentry Insurance A Mutual Company	24988	INSURER B : Sentry Casualty Company	28460	INSURER C : ACE Property and Casualty Insurance Company	20699	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES CERTIFICATE NUMBER: CHI-007868443-30 REVISION NUMBER: 32

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 SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER: _____		90-02578-11	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		90-02578-04	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000		G71770588 001	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	90-02578-01 (DED) (AOS) 90-02578-02 (MA,NY,WI,ND,OH,WA,WY)	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> TELEPHONE AND DATA SYSTEMS, INC. UNITED STATES CELLULAR CORPORATION 30 NORTH LA SALLE STREET, SUITE 4000 CHICAGO, IL 60602	<b>CANCELLATION</b> 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**STATE OF MAINE | SERVICE CONTRACT**

RIDER G

IDENTIFICATION OF COUNTRY

IN WHICH CONTRACTED WORK WILL BE PERFORMED

**Please identify the country in which the services purchased through this contract will be performed:**

**United States. Maine**

**Other. Please identify country: Enter Country**

Notification of Changes to the Information

The Provider agrees to notify the Division of Procurement Services of any changes to the information provided above.



## State of Maine Procurement Justification Form

This form must accompany all contract requests and sole source requisitions (RQS) over \$5,000 submitted to the Division of Procurement Services.

**INSTRUCTIONS:** Please provide the requested information in the white spaces below. All responses (except signatures) must be typed; no hand-written forms will be accepted. See the guidance document posted with this form on the Division of Procurement Services website (Forms page) for additional instructions.

### PART I: OVERVIEW

Department Office/Division/Program:		DAFS, BBM, Division of Procurement Services			
Department Contract Administrator or Grant Coordinator:		Justin Franzose			
(If applicable) Department Reference #:		n/a			
Amount: (Contract/Amendment/Grant)	\$ n/a	Advantage CT / RQS #:			
CONTRACT	Proposed Start Date:	On or before Dec 31, 2020	Proposed End Date:	June 30, 2024	
AMENDMENT	Original Start Date:		Effective Date:		
	Previous End Date:		New End Date:		
GRANT	Project Start Date:		Grant Start Date:		
	Project End Date:		Grant End Date:		
Vendor/Provider/Grantee Name, City, State:		Verizon Wireless: MA 18P 20093000000000000037 AT&T Mobility: MA 18P 20093000000000000038 US Cellular: MA 18P 20093000000000000036 T-Mobile: MA 18P 20093000000000000039			
Brief Description of Goods/Services/Grant:		Wireless Equipment and Carrier Services			

### PART II: JUSTIFICATION FOR VENDOR SELECTION

Mark an "X" before the justification(s) that applies to this request. (Check all that apply.)

	A. Competitive Process		G. Grant
	B. Amendment		H. State Statute/Agency Directed
	C. Single Source/Unique Vendor		I. Federal Agency Directed
	D. Proprietary/Copyright/Patents	x	J. Willing and Qualified
	E. Emergency		K. Client Choice
	F. University Cooperative Project		L. Other Authorization

### PART III: SUPPLEMENTAL INFORMATION

Please respond to ALL of the following:

- 1. Provide a more detailed description and explain the need for the goods, services or grant to supplement the response in Part I.**

## State of Maine Procurement Justification Form

### PART III: SUPPLEMENTAL INFORMATION

The state currently has Master Agreements with three wireless service carriers that end on 12/31/2020. They continue to be willing and qualified to service the State of Maine. Additionally, it has been determined that T-Mobile is willing and qualified to offer these services as well.

#### 2. Provide a brief justification for the selected vendor to supplement the response in Part II.

All wireless services vendors offering services in the State of Maine were willing and qualified to provide these services.

#### 3. Explain how the negotiated costs or rates are fair and reasonable; or how the funding was allocated to grantee.

All pricing is below commercial pricing. Agencies can choose their wireless carrier(s) using user experience and cost as necessary.

#### 4. Describe the plan for future competition for the goods or services.

Maine will participate with NASPO ValuePoint on their next solicitation for wireless products and services

### PART IV: APPROVALS

**Signature of requesting  
Department's Commissioner  
(or designee):**

*By signing below, I signify that I approve of this procurement request.*

DocuSigned by:



**Printed Name:**

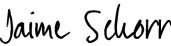
052B9AC7F56A489...  
Fred Brittain

**Date:**

9/30/2020

**Signature of DAFS  
Procurement Official:**

DocuSigned by:



**Printed Name:**

6D6437754DD0459...  
Jaime Schorr

**Date:**

10/1/2020