

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 05/17/12**Expiration Date:** 12/31/20**Master Agreement Description:** Voice & Data Cell Phone Service**Buyer Information**Justin Franzose 207-624-7337 **ext.** justin.franzose@maine.gov**Issuer Information**Jeff Cotnoir 207-624-9449 **ext.** Jeff.Cotnoir@maine.gov**Requestor Information**Thomas Howker 207-624-8878 **ext.** Thomas.n.howker@maine.gov**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**

PO BOX 7835

MADISON, WI 53707-7835

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:** This Agreement has been issued for a two year extension of original contract # U0512107176.

**Commodity Extended Description:** Wireless Cellular Service & Equipment.

**Quantity**

0.00000

**UOM**

**Unit Price**

\$0.00

**Delivery Days**

**Free on Board**

**Contract Amount**

\$0.00

**Service Start Date**

05/17/12

**Service End Date**

12/31/20

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

### **Commodity Terms and Conditions**

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

**Department of Administrative and Financial Services**  
**Contract for Special Services – Amendment No. 1**

BY AGREEMENT of both parties this 17th Day of May, 2012 the Contract for Special Services, dated May 17, 2007 between the State of Maine, Department of Administrative & Financial Services/Office of Information Technology (hereinafter called "Department") and the United States Cellular Corporation, on behalf of itself and its FCC licensed subsidiaries operating in the State of Maine (hereinafter "U.S. Cellular" or "Contractor") is hereby amended as set forth below.

**1. Contract Extension.** The Parties agree that per the RFP Paragraph 2.14-Term, the Department executes the first extension of two to extend the end date of the contract from May 17, 2012 to May 17, 2014.

**2. Rider A, Specifications of Work to Be Performed – Attachment A.** The Parties agree that Attachment A to Rider A of the Contract will be deleted in its entirety and will be replaced with the new Attachment A, attached hereto. Contractor will work with Department to promptly transition active accounts to the updated rate plans in Attachment A.

**3. In-Building Repeater Equipment.** Pursuant to Rider B, Section 7, Changes in the Work, Contractor will provide the Department of Environmental Protection on 312 Canco Road in Portland, ME an in-building Repeater System (equipment) valued at approximately \$12,000.00. The System is anticipated to significantly increase productivity and associate efficiencies for more than 60 State employees and transients that visit this location daily. Contractor will remove repeater equipment from the existing Office of Information Technology and Maine Revenue Services office building at 26 Edison Drive when OIT/MRS vacate the space, estimated to be December 2012. U.S. Cellular shall install repeater equipment in new OIT/MRS office space, located on Commerce Drive in Augusta, Maine, if a coverage study identifies that such Repeater System is needed to maintain the performance and reliability of Contractor's services in the new OIT/MRS office space.

Department will provide access to premises and support as needed to allow Contractor to remove and install Repeater Systems. Department 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 Repeater System can take place only with Contractor's consent and under its supervision and control. During the term of this Agreement, Department shall not install on its premises any such Repeater System without Contractor's prior written consent.

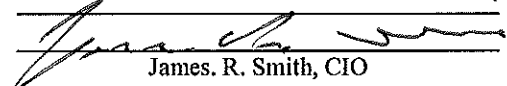
**4.** There will be no automatic renewal of services. Contract will only be renewed upon written agreement of the Parties.

All other terms and conditions of the original Contract dated May 17, 2007 and amendment remain in full force and effect.

In WITNESS WHEREOF, the Department and the Contractor by their duly authorized representatives have executed this amendment in 3 originals as of the day and year first above written.

Department: Administrative & Financial Services/OIT

By:



James. R. Smith, CIO

(Name and Title)

And

Approved, Contract Review Committee

Date: \_\_\_\_\_

Contractor:

UNITED STATES CELLULAR CORPORATION

By:

CARTER S. ELENZ VICE PRESIDENT

(Name and Title)

Encumbrance#:

Unencumbered

Vendor Code:

Old Contract Amount:

NA

Account:

18B-U0512107176

Amendment Amount

NA

Account:

RQS 18B- 20120514-1934

New Contract Amount:


NA

Termination Date:

May 17, 2014

**Certification Regarding  
 Debarment, Suspension and Other Responsibility Matters  
 Primary Covered Transactions**

**BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED  
 INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION**

Vendor/Organization Name		Vendor Customer Number
Name of Authorized Representative	Title	
THOMAS R. CATANI	VICE PRESIDENT	
Signature	Date of Signature	
	9-1-15	

This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the State of Maine determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the State of Maine determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the State may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the State of Maine if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the State for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State of Maine.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the State, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the State may terminate this transaction for cause or default.

STATE OF MAINE  
Department of Administrative and Financial Services  
Office of Information Technology  
CONTRACT FOR SPECIAL SERVICES – AMENDMENT #2

BY AGREEMENT of both parties this 29th day of April, 2014, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and the United States Cellular Corporation on behalf of itself and its FCC licensed subsidiaries operating in the State of Maine, hereinafter called "Provider," is hereby amended as follows:

- 1. **Contract Amendment.** The Parties agree to extend the end date of the contract from May 17, 2014 to October 31, 2016.
- 2. **Rider A, Specifications of Work to Be Performed – Attachment A.** The Parties agree that Attachment A to Rider A of the Contract will be deleted in its entirety and will be replaced with the new Attachment A, attached hereto. Contractor will work with Department to promptly transition active accounts to the updated rate plans in Attachment A.
- 3. There will be no automatic renewal of services. Contract will only be renewed upon written agreement of the Parties.

All other terms and conditions of the original contract dated May 17<sup>th</sup>, 2007 and all subsequent amendments remain in full force and effect.

IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in 3 originals as of the day and year first above written.

Department: Administrative and Financial Services  
Office of Information Technology

By: [Signature]  
(James. R. Smith, CIO)

and

Provider: United States Cellular Corporation

By: [Signature]  
(Signature)

JAY M. ELLISON - EXEC VP.  
(Print Name & Title, Contractor Representative)

**UNENCUMBERED**  
  
MAY 13 2014  
  
**NO FUNDS RESERVED  
FOR THIS CONTRACT**

[Signature]

MAY 13 2014

Approved, State Purchases Review Committee: \_\_\_\_\_ Date: \_\_\_\_\_

*(note: this section must be completed by using agency)*

Contract Number (CT #): MA-18P-120525\*0285 Vendor Code: VC1000093701

Old Contract Amount: N/A Account Codes: N/A

Amount of Increase: N/A

New Contract Amount: N/A New Termination Date: October 31, 2016

## Division of Purchases' Amendment Authorization Form

**Form Instructions:** This form must accompany amendments being proposed for approval to existing contracts.

<b>Program Administrator:</b>	E. Lee	<b>Office/Division/Program:</b>	DAFS - OIT
<b>Phone:</b>	207-624-8866	<b>CT Number:</b>	Master Agreement 18P-120525*285
<b>Amendment Amount \$:</b>	NA	<b>Revised Agreement Amount: \$</b>	NA
<b>Amendment Date:</b>	April 16, 2014	<b>Revised Agreement End Date:</b>	October 31, 2016
<b>Provider/Vendor's Business Name and Address:</b>	U.S. Cellular Madison, WI		
<b>VC Number:</b>	VC1000093701		
<b>Type of Service:</b>	Voice and Data Mobile Telecommunications Service		
<b>1. Specific Problem or Need for Amendment:</b>			
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.			
<p>Contract includes wireless voice, broadband/data, equipment and accessories. Contract extension of 29 months to coordinate contract service end date of October 31, 2016 with NASPO-WSCA Wireless Communications agreements. The State of Maine has Participating Addendums with other carriers.</p> <p>Contract extension to continue voice and data cell phone service to State of Maine accounts with US Cellular. Contract services and pricing is also available and used by other State of Maine public entities such as the University System. Selected new service plans are added to include 4g data coverage, new phone devices and pricing options.</p>			
<b>2. Adjustment in Agreement Amount:</b>			
If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".			
NA –Master Agreement.			
<b>Approved by</b>			
<b>Date:</b>			



STATE OF MAINE  
Department of Administrative and Financial Services  
Office of Information Technology

CONTRACT FOR SPECIAL SERVICES – AMENDMENT #3

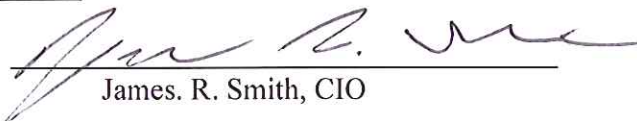
BY AGREEMENT of both parties this 10 day of May, 2016, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called “Department,” and the United States Cellular Corporation on behalf of itself and its FCC licensed subsidiaries operating in the State of Maine, hereinafter called “Provider,” is hereby amended as follows:

- 1. Contract Amendment.** The Parties agree to extend the end date of the contract from November 1, 2016 to June 30, 2019.
- 2. Rider A, Specifications of Work to Be Performed – Attachment A.** The Parties agree that Attachment A to Rider A of the Contract will be deleted in its entirety and will be replaced with the new Attachment A, attached hereto. Contractor will work with Department to promptly transition active accounts to the updated rate plans in Attachment A.
- 3.** There will be no automatic renewal of services. Contract will only be renewed upon written agreement of the Parties.

All other terms and conditions of the original contract dated May 17<sup>th</sup>, 2007 and all subsequent amendments remain in full force and effect.

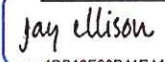
IN WITNESS WHEREOF, the Department and Provider, by their duly authorized representatives, have executed this amendment in 3 originals as of the day and year first above written.

Department: Administrative and Financial Services  
Office of Information Technology

By:   
James R. Smith, CIO

and

Provider: United States Cellular Corporation

By:   
40B16E80B41E413  
(Signature)

jay ellison EVP Operations  
(Print Name & Title, Contractor Representative)

Approved, State Purchases Review Committee: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

*(note: this section must be completed by using agency)*

Contract Number (CT #): MA-18P-120525\*0285 Vendor Code: VC1000093701

Old Contract Amount: N/A

Account Codes: N/A

Amount of Increase: N/A

New Contract Amount: N/A

New Termination Date: June 30, 2019

# State of Maine Waiver of Competitive Bidding Request Form (Formerly Sole Source Authorization Form)

AM  
4-19

**Form Instructions:** Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

<b>Requesting Department's Contract Administrator:</b>	Ellen Lee	<b>Office/Division/Program of Contract Administrator:</b>	DAFS/OIT
<b>Est. Contract Amount:</b>	\$ 6,000,000	<b>Contract or RQS Number:</b>	Master Agreement 18P-120525*285
<b>Proposed Start Date:</b>	May 1, 2016	<b>Proposed End Date:</b>	June 30, 2019
<b>Vendor/Provider Name, City, State</b>	U.S. Cellular Madison, WI		
<b>Short Description of Good or Service:</b>	Wireless communications services		
<b>Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Purchases' website for a period of seven consecutive calendar days.</b>		<b>To be completed by the Division of Purchases</b> Posting dates on Division of Purchases' website: From: <u>4/30/2016</u> To: <u>5/06/2016</u>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# <u>0420160505</u>	
<b>1. Statutory Justification</b>			
State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>		<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i> <b>Signature:</b>	
		<b>Printed Name:</b>	<b>Date:</b>
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Purchases "GOVCOOP" form, found here: <a href="http://www.maine.gov/purchases/info/forms/govcoop.doc">http://www.maine.gov/purchases/info/forms/govcoop.doc</a>.</i>			
<input type="checkbox"/>	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		
<input type="checkbox"/>	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.		
		If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:	

**State of Maine Waiver of Competitive Bidding Request Form  
(Formerly Sole Source Authorization Form)**

**Please note that the following four points below (#2 through 5) all require a response.**

**2. Description of Specific Need**

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The State of Maine is very dependent on wireless services from basic cellular service to smartphone services. State of Maine employees rely on wireless service for communication on a daily basis. Voice services, messaging services, and access to state applications are handled through wireless services.

The contract includes wireless voice, broadband/data, equipment and accessories. Contract extension to coordinate contract service end date of June 30, 2019 with NASPO-WSCA Wireless Communications agreements. The State of Maine has Participating Addendums with other carriers.

Contract extension to continue voice and data cell phone service to State of Maine accounts with US Cellular. Contract services and pricing is also available and used by other State of Maine public entities such as the University System.

**3. Availability of other Public Resources**

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

No public resource provides these services.

**4. Cost**

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

The State of Maine currently has 3 wireless service carriers under contract: AT&T Mobile, Verizon Wireless and US Cellular. Plan rates for each carrier are available through OIT's service catalog. Plan coverage as well as cost are taken into consideration when agencies determine the best plan for any individual within their department requiring wireless services.

US Cellular is offering more plans and pricing options for agencies.

**5. Future Competition**

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

## State of Maine Waiver of Competitive Bidding Request Form (Formerly Sole Source Authorization Form)

It is expected that US Cellular will participate in the next Wireless Services RFP conducted by NASPO which should occur in early 2019.

**Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.**

### 6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

US Cellular offers the best wireless coverage in many areas of the State of Maine. For the past 4 years, agencies have had options to use other carriers but many customers stay with US Cellular for service performance and plan pricing.


The State of Maine issued an RFP in 2007 and awarded the contract to **one** carrier - US Cellular. The contract for services was for a 5 year term with two 2 year extensions. US Cellular's current contract expires in October, 2016.

In 2012, it was determined that it would be beneficial to the state to have alternative providers beyond US Cellular. Issues had arisen on geographic signal coverage in some areas of the state, international service availability and the desire of users to have a specific phone model. Since the Western State Cooperative Alliance (WSCA) had issued an RFP in 2011, the State of Maine entered into Participating Agreements with both Verizon Wireless and AT&T Mobile for service in November 2012. The NASPO AT&T and Verizon initial contract period ended in October 2016. NASPO just recently renewed the contracts (which Maine participates in) to take advantage of the final extension - bringing the contract end date to June 30, 2019.

This request extends the current US Cellular contract to the same contract end date as Verizon Wireless and AT&T making all services available to State of Maine users and expiring in June 2019. An RFP is expected to be issued through NASPO in 2019 when US Cellular will participate.

### 7. Timeframe

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

<b>Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):</b>	<i>By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.</i>
<b>Printed Name:</b>	 Richard W. Rosen
<b>Date:</b>	04-21-16

## State of Maine Rate Plans

### Important Information for ALL plans:

\*\*All plans include call forwarding, no answer transfer, voicemail, call waiting, caller ID, and incoming text messages.

\*\*2 year agreements on all new lines and upgrades **required**

\*\* 25% off all accessories priced \$99.99 and under

Current Plans Continued to be Offered	Cost/Month
State of Maine Local Plan	\$3.50, \$.03/min
State of Maine National Plan	\$7.50, \$.03/min
State of ME PAYGO (Unlimited Mobile to Mobile)	\$15.00, \$.03/min
Texting Package, prices starting at	\$4.95
Blackberry BIS Service (5GB)	\$24.95
Blackberry BES Service (5GB)	\$34.95
Android/iOS Data Service (5GB)	\$24.95
Wireless Modem Service (5GB)	\$40.00
Wireless Modem Service (2GB)	\$25.00
Tablet Service (2GB)	\$25.00
Tablet Service (5GB)	\$50.00
New Plans	Cost/Month
State of Maine Pay As You Go National**	\$0 MRC, \$.05/min
**Available Add Ons to Above New National Plan:	
Unlimited Incoming Calls	\$10
Unlimited Mobile to Mobile	\$10
Android or iOS (5GB)	\$24.95
Blackberry BES Service (5GB)	\$34.95
Android or iOS w/ tethering (4GB)	\$45.00
B2B Pooled 500 + MSG + 5GB Data (Android/iOS)	\$49.00
B2B Pooled 500 + MSG + 5GB Data (BES)	\$49.90
B2B Pooled 500 + MSG + 5GB Data (Android/iOS w/ tethering)	\$50.90
B2B Pooled 500 + MSG + 5GB Data (BES w/ tethering)	\$51.80
**Pooled Plans include Unlimited Incoming, Mobile to Mobile (between US Cellular customers), Unlimited Text and Picture Messaging. ***Incoming (fmfinx001) and Mobile to Mobile (m2mx00001) features need to be manually added	
Tablet plans follow Shared Connect pricing, starting at \$15	\$15
Fleet Management services, starting at \$9.99	\$9.99

### ***Business & Government Connect, Unlimited Minutes & Messaging***

- No data - \$30.00
- 1GB - \$39.00
- 3GB - \$52.00
- 5GB - \$65.00
- 10GB - \$84.50
- All plans include tethering

### ***Shared Data***

- 20% off data package 25GB and Higher
- \$20 traditional phone connection charge
- \$35 smartphone connection charge
- \$10 hotspot/modem/tablet connection charge
- All plans include tethering

### ***Business & Government Unlimited Data Only***

- 2GB - \$22.50
- 5GB - \$39.00
- 10GB - \$65.00

***Unlimited Data offering at \$39 (connected device only) \*\*throttled at 25GB\*\****

***Machine to Machine Plans - 50% Discount on all plans***

***Advanced Fleet, Monitoring, Connectivity & Paperless Services available***

### ***Smartphone Credit***

- \$150 Smartphone activation credit
- New activations, smartphones \$34.99 plan minimum

### ***Early Upgrades***

- 12 Month Equipment Upgrades - \$34.99 plan minimum (ask them to return equipment)
- CC BAM on e-mail to customer to advise the phone will need to be kept aside and BAM will stop by within the month to pick up phone.

- \$34.00 and lower plans - upgrade after 20 month, same as business today

***Waived Early Term Fees***

- Ask for equipment return if less than 12 months old
- CC BAM on e-mail to customer to advise the phone will need to be kept aside and BAM will stop by within the month to pick up phone

**Device Options:**

**Basic Phone (with and w/o camera option) \$0.01**

**Full Keyboard Phone \$9.99**

**Military Grade Basic Phone \$99.99**

**Apple Devices starting at \$0.01**

**Android Devices starting at \$0.01**

**Hotspots/Modems \$0.01**

**\*\*All tablets and & other solutions please see Business Account Manager for more information\*\***

**Specific Device Options:**

**Basic Phones:**

LG Envoy III w/camera and w/o camera	\$0.01
LG Wine III	\$29.99
LG Freedom II (full keyboard)	\$9.99
Kyocera DuraXA (military grade phone)	\$99.99

**Apple Devices:**

iPhone SE	\$0.01
iPhone 6s 32GB	\$99.99
iPhone 6s+ 32GB	\$199.99
iPhone 7 32GB	\$199.99
iPhone 7+32GB	\$299.99

**\*\*\*Color options are gray, silver, gold, and rose gold**

**\*\*\*Other memory capacities are available add \$100.00; inquire with BAM for options and pricing**

**Android Devices:**

LG Flex II	\$49.99
Samsung S5 32GB	\$0.01
Samsung S7 32GB	\$199.99
Samsung S7+ 32GB	\$299.99

**\*\*\*Color options are black and white; gold is available on the S7 series**

**Connected Devices:**

4G modem	\$0.01
3G modem	\$0.01
ZTE Unite III Hotspot	\$0.01
Homephone + Router	\$0.01
Homephone	\$0.01



**iPad Devices:**

<b>Air 2 32GB</b>	<b>\$529.00</b>
<b>Mini 4 16GB</b>	<b>\$429.00</b>
<b>Pro 128GB</b>	<b>\$979.00</b>

**\*\*\*Color Options are gray, silver, and gold**

**\*\*\*Other memory capacities are available; inquire with BAM for options and pricing**

**Android Tablets:**

**Please as your Business Account Manager**



**AMENDMENT**

**DATE:** 5/6/2019

**ADVANTAGE CONTRACT #:** MA-18P-120525\*0285

**DEPARTMENT AGREEMENT #:** NA

**AMENDMENT AMOUNT: \$** NA (Master Agreement)

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

**State of Maine DEPARTMENT**

**DEPARTMENT:** DAFS

**Address:** State House Station #9

**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 Amendment. The parties sign and cause this Contract Amendment to be executed.

Department of Administrative and Financial Services

US Cellular

State of Maine Department

Provider

DocuSigned by:

5/10/2019

DocuSigned by:

5/9/2019

Signature of Authorized Representative Date

Signature of Authorized Representative Date

Fred Brittain, Chief Information Officer

Jay Ellison, Executive VP & Chief Operating Officer

Amendment rev. April 2019

Upon final approval by the Division of Procurement Services, a case details page will be made part of this contract.

**AMENDMENT**

The contract is hereby amended as follows: (Check and complete all that apply)

<input checked="" type="checkbox"/>	<b>Amended Period:</b>	Original Start Date: 5/17/2007      Current End Date: 6/30/2019 Amendment Start Date:                      New End Date (if applicable): 12/31/2020  Reason: Align end date with other Cellular Service contracts
<input type="checkbox"/>	<b>Amended Contract Amount:</b>	Amount of Adjustment: \$                                      New Contract Amount: \$  Reason:
<input type="checkbox"/>	<b>Amended Scope of Work:</b>	The Scope of work in Rider A is amended as follows:
<input type="checkbox"/>	<b>Other:</b>	Reason:

All other terms and conditions of the original contract and subsequent contract amounts remain in full force and effect.

**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
\$									

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

## State of Maine Waiver of Competitive Bidding Request Form (Formerly Sole Source Authorization Form)

**Form Instructions:** Please provide the requested information in the white boxes below. This form is to precede all contract requests that are not the direct result of a competitive bid process.

<b>Requesting Department's Contract Administrator:</b>	Ellen Lee	<b>Office/Division/Program of Contract Administrator:</b>	DAFS/BBM/OIT
<b>Est. Contract Amount:</b>	Approx. \$2,000,000/year	<b>Contract or RQS Number:</b>	Master Agreement
<b>Proposed Start Date:</b>	Jul 1, 2019	<b>Proposed End Date:</b>	12/31/2020
<b>Vendor/Provider Name, City, State</b>	U.S. Cellular Madison, WI		
<b>Short Description of Good or Service:</b>	Cellular services and equipment		
<b>Please note, for transparency purposes, Waivers of Competitive Bidding will be publicly posted. Public postings are placed on the Division of Purchases' website for a period of seven consecutive calendar days.</b>		<b>To be completed by the Division of Purchases</b> Posting dates on Division of Purchases' website: From: <u>5/9/2019</u> To: <u>5/15/2019</u>	
<b>Notice of Intent to Waive Competitive Bidding Number:</b>		NOI# 0520190593	
<b>1. Statutory Justification</b>			
State of Maine statute (5 M.R.S. §1825-B(2)) allows waivers of competitive bidding only for the specific reasons listed below. Please mark the appropriate box (X) next to the justification which applies to this specific request.			
<input type="checkbox"/>	A. The procurement of goods or services by the State for county commissioners pursuant to Title 30-A, section 124, involves the expenditure of \$2,500 or less, and the interests of the State would best be served;		
<input type="checkbox"/>	B. The Director of the Bureau of General Services is authorized by the Governor, or the Governor's designee, to make purchases without competitive bidding because, in the opinion of the Governor or the Governor's designee, an emergency exists that requires the immediate procurement of goods or services;		
	<i>If citing the above justification for this Waiver of Competitive Bidding request, please have the requesting Department's Commissioner or Chief Executive (as the Governor's "designee") sign and date on the right.</i>	<i>By signing below, I signify as the Governor's designee there is an emergency that necessitates this non-competitive procurement.</i>	
		<b>Signature:</b>	
		<b>Printed Name:</b>	<b>Date:</b>
<input checked="" type="checkbox"/>	C. After reasonable investigation by the Director of the Bureau of General Services, it appears that any required unit or item of supply, or brand of that unit or item, is procurable by the State from only one source;		
<input type="checkbox"/>	D. It appears to be in the best interest of the State to negotiate for the procurement of petroleum products;		
<input type="checkbox"/>	E. The purchase is part of a cooperative project between the State and the University of Maine System, the Maine Community College System, the Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State involving: (1) An activity assisting a state agency and enhancing the ability of the university system, community college system, Maine Maritime Academy, or a private, nonprofit, regionally accredited institution of higher education with a main campus in this State to fulfill its mission of teaching, research, and public service; (2) A sharing of project responsibilities and, when appropriate, costs;		
	<i>If citing the above justification for this sole source request, please note that the specific approval of the Governor's Office is required, in accordance with Executive Order 26 FY 11/12, "An Order to Enhance Competitive Bidding". The approval must be documented on DAFS/BGS/Division of Purchases "GOVCOOP" form, found here: <a href="http://www.maine.gov/purchases/info/forms/govcoop.doc">http://www.maine.gov/purchases/info/forms/govcoop.doc</a>.</i>		
<input type="checkbox"/>	F. The procurement of goods or services involves expenditures of \$10,000 or less, in which case the Director of the Bureau of General Services may accept oral proposals or bids;		
<input type="checkbox"/>	G. The procurement of goods or services involves expenditures of \$10,000 or less, and procurement from a single source is the most economical, effective and appropriate means of fulfilling a demonstrated need.		
	If a different authorization specifically allows for this non-competitive procurement, please provide that reference here:		

## State of Maine Waiver of Competitive Bidding Request Form (Formerly Sole Source Authorization Form)

**Please note that the following four points below (#2 through 5) all require a response.**

### **2. Description of Specific Need**

Please identify, and fully describe, the specific problem, requirement, or need the resulting non-competitive contract would address and which makes the goods or services necessary. Explain how the requesting Department determined that the goods or services are critical and/or essential to agency responsibilities or operations.

The State of Maine is dependent on cellular services from basis voice service to smartphone/data services. State of Maine employees rely on cellular service for communication daily. Voice services, messaging services, and access to state applications are handled through cellular services.

The contract includes wireless voice, broadband/data, equipment and accessories. This US Cellular Contract extension coordinates contract services end dates with Verizon Wireless and AT&T Mobility Wireless Communications agreements. The State of Maine has Participating Addendums with these other carriers.

Contract services and pricing for all carriers are available and used by other State of Maine public entities such as the University System.

### **3. Availability of other Public Resources**

Please explain how the requesting Department concluded that sufficient staffing, resources, or expertise is not available within the State of Maine's government, or other governmental entities (local, other state, or federal agencies) external to the requesting Department, which would be able to address the identified need more efficiently and effectively than the identified vendor.

No public resource provides these services.

### **4. Cost**

Since a waiver of competitive bidding is being requested for this procurement, please explain how the requesting Department concluded the negotiated costs, fees, or rates are **fair and reasonable**.

The State of Maine currently has 3 wireless service carriers under contract: AT&T Mobile, Verizon Wireless and US Cellular. Plan rates for each carrier are available through OIT's service catalog. Plan coverage as well as cost are taken into consideration when agencies determine the best plan for any individual within their department requiring wireless services.

## State of Maine Waiver of Competitive Bidding Request Form (Formerly Sole Source Authorization Form)

### 5. Future Competition

Please describe potential opportunities which may be available to foster competition for these goods or services in the future.

It is anticipated that the State of Maine will continue to have multiple vendors under contract for cellular services. Agencies are able to compare plans and coverage across these providers, and choose which carrier under state contract best fits their collective and individual needs.

**Please note that only one of the two points below ("Uniqueness" or "Timeframe") requires a response. Requesting Departments are not required to respond to both points.**

### 6. Uniqueness

Please explain if the goods or services required are unique to a specific vendor. Describe the unique qualifications, abilities, and/or expertise of the vendor and how those particular unique factors address the specific need identified above. If the vendor has unique equipment, facilities, or proprietary data, also explain the necessity of these particular unique assets.

US Cellular's wireless coverage extends to many areas of the State of Maine. Since there are other carriers under contract, agencies have competitive options to use whichever carrier provides the best value to their employees. Most agencies currently have services with multiple carriers.

As a regional carrier, US Cellular has local store fronts and continues to expand their network coverage across the state.

It is beneficial to the state to have alternative providers. In years past, issues had arisen on geographic signal coverage in some areas of the state, international service availability and the desire of users to have a specific phone model.

This request extends the current US Cellular contract to the same contract end date as the other carrier services available to State of Maine users.

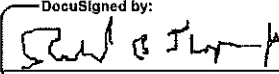
### 7. Timeframe

Please explain if time is of the essence and an emergency exists which requires the immediate procurement of goods or services. Describe the nature of this emergency, provide the date by which the goods or services must be delivered, and explain how that date was determined and its significance (i.e. impact if delayed beyond this date). Also, provide information as to how it was determined this vendor is the best option to address this time-sensitive procurement.

**Signature of requesting Department's Commissioner or Chief Executive (or designee within the Commissioner's Office):**

*By signing below, I signify that my Department requests, and I approve of, this Waiver of Competitive Bidding.*

**Printed Name:**

DocuSigned by:  
  
 F10B257DB19B4AC...  
 Richard B. Thompson

**Date:**

5/2/2019