



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

JBR HA

VICKI V. QUIRAM
Commissioner
(603)-271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

April 18, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Northern New England Telephone Operations, LLC, DBA Fairpoint, Inc., Portland, ME 04103, vendor #174027, for Dark Fiber Facilities Services in an amount not to exceed \$216,000.00 in total for the term of the contract. The term shall be for five years effective upon Governor and Council approval and ending on July 31, 2022. This contract will replace the existing Dark Fiber Facilities Services contract that was approved by Governor and Executive Council on July 11, 2012, Item #17, which expires on July 31, 2017.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the requested service.

EXPLANATION

On January 24, 2017, the Bureau of Purchase & Property issued RFB #1940-17 for Dark Fiber Facilities Services. On February 9, 2017, three compliant bid responses were received. The bids were evaluated on the basis of the bidders' lowest monthly cost meeting specifications. Northern New England Telephone Operations was the lowest cost for services meeting specifications. The current monthly spend is \$5,000.00 and the proposed contract monthly expenditure is \$3,600.00, providing an approximate monthly cost savings of \$1,400.00.

Approval of this contract shall authorize Northern New England Telephone Operations to establish critical Dark Fiber Facilities Services for the State. Dark fiber service is service provided by local exchange carriers (LEC's) for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the customer rather than the LEC.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
April 18, 2017
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the contract with Enhanced Communications of Northern New England, DBA Fairpoint, Inc.

Respectfully Submitted,


Vicki V. Quiram
Commissioner

CONTRACT SUPPLEMENTAL INFORMATION SHEET

CONTRACT: Northern New England Telephone Operations, Inc. (herein referred to as the "Contractor") to provide the State of New Hampshire, Department of Administrative Services, with Dark Fiber Facilities Services, in accordance with Request for Bid # 1940-17.

DESCRIPTION: The Contractor shall be responsible for all Services, network configuration, development and Proof of Concept associated with this Contract. In addition, the Contractor shall be responsible for overall support and coordination, migrating from pre-existing Contractor services, interfacing/integrating with Agency systems, testing and support services.

EXPLANATION: The Request for Bid was sent to multiple Vendors on January 24, 2017. On February 9, 2017, three compliant bid responses were received. Bids were evaluated on the basis of the bidders' lowest monthly cost meeting specifications. Northern New England Telephone Operations, Inc was the lowest cost for services meeting specifications.

<u>Bidder</u>	<u>Monthly Cost Bid</u>	<u>Annual Cost</u>	<u>Cost Delta next low bid</u>	<u>Cost % Less Than Next Low</u>
Contractor	\$3,600.00	\$43,200.00	(\$10,800.00)	20%
First Light	\$4,500.00	\$54,000.00	-----	-----
186 Comm.	\$7,750.00	\$93,000.00	-----	-----

<u>Current Monthly Expense</u>	<u>New Monthly Rate/Expense</u>	<u>Monthly Cost Savings</u>
\$5,000.00	\$3,600.00	\$1,400.00

The reduced cost represents an average unit rate reduction of 28%... or \$1,400.00 per month savings ... annualized savings of \$16,800.00

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 BID # 1940-17
 DATE: 2/9/17 @ 1:30 PM
 Dark Fiber Facilities Services
 Department of Information Technology

CABLE SEGMENT	QTY. (MONTHS)	FROM	TO	Northern New England Telephone Operations, LLC.		FirstLight Fiber		186 Communications	
				FIXED COST PER MONTH	5 YEAR COST	FIXED COST PER MONTH	5 YEAR COST	FIXED COST PER MONTH	5 YEAR COST
1	60	129 Pleasant St.	25 Capitol St.	\$1,800.00	\$108,000.00	\$2,250.00	\$135,000.00	\$3,875.00	\$232,500.00
2	60	25 Capitol St.	7 Hazen Drive	\$1,800.00	\$108,000.00	\$2,250.00	\$135,000.00	\$3,875.00	\$232,500.00
					\$216,000.00		\$270,000.00		\$465,000.00

Indicates Award Made to This Bidder



State of New Hampshire
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE & PROPERTY
State House Annex - Room 102
25 Capitol Street
Concord, New Hampshire 03301

VICKI V. QUIRAM
Commissioner
(603) 271-3201

April 11, 2017

Denis Goulet
Commissioner
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

The Department of Administrative Services is requesting approval to award RFB 1940-17 for Dark Fiber Facilities Services. The resulting contract shall be for use by the Department of Information Technology, Telecommunications Section; this is not for general agency use.

This award is a result of the need to replace the expiring contract currently held by Firstlight Fiber, Contract 8001228.

Prior Related Actions

The current contract with Firstlight Fiber was implemented on July 11, 2012 and expires on July 31, 2017.

Alternatives and Benefits

The Dark Fiber Facilities Services Contract provides the State with two cable segments, one that runs from 129 Pleasant Street to 25 Capitol Street, Concord, and the other runs from 25 Capitol Street to 7 Hazen Drive, Concord.

Impact on Other State Agencies and Municipalities

The awarded contract shall provide the State a source of networking services.

Supporting Documentation

See attached bid tabulation and cost comparisons.

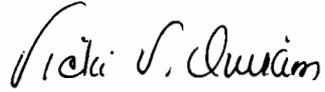
CONTACT PERSON:

Matt Johnson
Purchasing Agent
25 Capitol Street, RM 102
Concord, NH 03301
Telephone: (603) 271-3146
Email: matthew.johnson@nh.gov

CERTIFICATION

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully Submitted,

A handwritten signature in black ink that reads "Vicki V. Quiram". The signature is written in a cursive style with a large initial "V".

Vicki V. Quiram,
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 12, 2017

Vicki V. Quiram
Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Quiram:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Fairpoint Communications, Inc. Manchester, NH as described below and referenced as DoIT No. 2017-038.

This request is to enter into a contract for Dark Fiber Facilities Service. This resulting contract will provide the state with two cable segments, all services, facility configuration, development and implementation of fiber as well as providing overall support and coordination, interfacing/integrating with State equipment, testing, and support related to dark fiber facilities.

The contract shall become effective upon Governor and Council approval through July 31, 2022.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2017-038

cc: Wendy Pouliot, IT Manager, DoIT

Subject: Dark Fiber Facilities Services

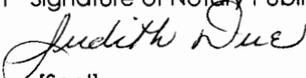
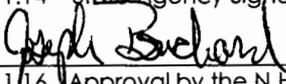
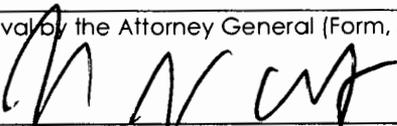
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Northern New England Telephone Operations, LLC. (174027)		1.4 Contractor Address 1 Davis Farm Road, Portland, ME 04103	
1.5 Contractor Phone Number 603-656-4023	1.6 Account Number	1.7 Completion Date July 31, 2022	1.8 Price Limitation \$216,000.00
1.9 Contracting Officer for State Agency Matthew Johnson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER G. NIXON EVP REVENUE & EXTERNAL AFFAIRS	
1.13 Acknowledgement: State of <i>North Carolina</i> County of <i>Mecklenburg</i> On <i>April 7, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 2px solid black; padding: 5px; display: inline-block;"> Judith Due Notary Public Mecklenburg County, NC My commission expires June 22, 2021 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace JUDITH DUE <i>Executive Assistant</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Wicki V. Quinn, Commissioner JOSEPH BOUCHARD, Assistant Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>4/27/17</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Northern New England Telephone Operations, LLC. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Dark Fiber Facilities Services in accordance with the bid submission in response to State Request for Bid 1940-17 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1940-17

3. TERM OF CONTRACT

This Contract shall commence upon the approval of Governor and Executive Council and shall terminate on July 31, 2022, a period of approximately five (5) years, unless extended for additional terms.

4. SCOPE OF WORK

The Contractor shall be responsible for all services, facility configuration, development and implementation for equipment related to dark fiber facilities services (installation, maintenance and leasing). The Contractor shall provide overall support and coordination, interfacing/integrating with State equipment, testing, and support.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference shall be arranged by the requesting State agency.

CONTRACTOR STAFF

The Contractor shall provide a contracting officer and key Contractor staff for the administration of the Contract as noted below. Personnel assigned to the State shall be available to work immediately upon Contract commencement.

Security Review: Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee shall obtain a criminal history record review from the Department of Safety, Division of State Police, and Criminal Records Unit. All costs for criminal records checks shall be solely borne by the Contractor.

(See <https://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/index.html> for details.) The State reserves the right to deny any Contractor employee with a criminal history to be allowed on a job site. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. Employee agreements allowing background checks and any associated costs to obtain

the review shall be exclusively the responsibility of the Contractor. The Contractor shall provide proof of no records found to the Department of Information Technology, Office of Statewide Telecommunications five (5) days prior to the employee's arrival at any worksite.

- The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any employee working at such locations when directed by the State.
- The Contractor shall provide written notice to the Telecommunications Section of any changes of Contractor employee criminal record status.
- All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this Contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately in order to meet assigned installation dates.

Project Manager: The Contractor shall assign and identify a Project Manager for all services provided to the State, who is responsible to ensure the installation and continued operation of all Contractor services in conjunction with key Contractor-proposed staff. The Project Manager shall be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond to questions and address service issues. The Project Manager or his/her alternate, shall respond to any calls within two (2) hours of inquiries from the State, and be at the State site as needed. The Project Manager shall provide complete oversight of the project inclusive of best industry practice implementation, schedule development, site surveys, reporting, organization of weekly status meetings and cutover coordination of each and every circuit installation. The Project Manager shall be qualified to perform the obligations required of the position under the Contract. The Contractor's selection of a Project Manager shall be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

Contracting Officer: The Contractor shall provide a primary contracting officer who shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters.

Account Management: The Contractor shall provide Order provisioning personnel for the acceptance of State service and repair requests. Personnel shall be completely aware of Contractor services, and fully capable of relating such services to State needs. The Contractor shall interpret State repair requests, speak with State contacts to define service needs and complete any documentation necessary for the Contractor in order to complete service implementation.

Financial Representative: The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the Contract.

The Contractor shall provide within five (5) working days any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of any service requested by the State.

Engineering Support: The Contractor shall provide configuration technical support to the State for service implementation, service changes, configuration and best practice development and deployment.

Field Installation Staff: The Contractor shall provide staff to assist in the transition of network connections from the current contractor to new contractor services. Staff duties shall include: Contractor related cabling, and patch panel connection to State hardware (patch panel and router). Field Installation Staff shall also verify fiber connectivity and performance in association with DoT engineers.

Single Point of Contact: The Contractor shall serve as the Single Point of Contact for the State for all maintenance issues regarding Contractor services. The State shall not be responsible to directly contact third party contractors or Contractor partners.

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

Replacement of Personnel: The Contractor shall agree to provide an "equal or better" replacement for any personnel who leave employment of the Contractor during the course of the Contract. Contractor shall make the individuals available to be interviewed by the State prior to the Project assignment. Assignment shall be at the approval of the State.

Personnel Access through E-mail: The Contractor shall maintain E-mail availability throughout the term of the Contract, with E-mail being verified and emptied every hour of operation. The State may communicate with the Contractor in all respects through E-mail as desired by the State. Contractor systems shall be capable of receiving and interpreting Adobe, MS Office Professional and Visio files.

Computer Access and Use Agreement: The Contractor and Employees assigned to this Project shall sign a "Computer Access and Use Agreement." The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.

Status of Contractor Employees and Subcontractors: The Contractor employees and subcontractors shall in all respects be independent of the State and in no way considered employees of the State.

Contractor Employee Reassignment: The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

Picture ID: The Contractor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. The ID shall be worn by all Contractor employees while servicing the State. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs or acquiring badges shall be solely borne by the Contractor.

Network Operations and Customer Service Centers: The Contractor shall support all services through a Network Operations Center (NOC) and Customer Service Center (CSC). Centers shall be available to the State 24 hours per day, 7 days a week via a toll free number and e-mail. NOC and CSC shall

utilize trouble and order tracking systems, reportable to the State, support all activities as noted below. Issue numbers shall be originated by the Contractor, and e-mailed to the State within fifteen (15) minutes of issue of service work being released to the Contractor.

Contractor Employees: The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited unless approved by the State.

State Agency Project/Status Meetings: The Contractor shall participate in project and/or status meetings with State employees (or designees) during the term of any resulting contract, as required by the State. It is anticipated that the beginning of the project will require, at a minimum, weekly project/status meetings.

Meetings shall include the State Project Manager (or designee) and the Contractor Project Manager. Other State staff or project members will attend as mutually agreed upon by the State and Contractor Project Managers. State Senior Management will be kept informed on the project status via attending the meetings or, in the event of a major decision, by scheduling a Senior Management meeting.

Meetings shall cover the technical, schedule, and resource aspects of the project. Emphasis shall be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems. The review shall be conducted at a time and location to be determined jointly by the State and Contractor Project Managers. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the State and Contractor Project Managers.

SERVICE REQUIREMENTS

Cooperation with Incumbent: The Contractor shall fully cooperate with incumbent and future Contractors for the replacement of services at the initiation and termination of the Contract to ensure service transfer with a minimum interruption of service.

Interfacing with Other Contractors: During and after installation, the Contractor shall contact alternate State Contractors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. The Contractor shall attend all meetings called by the State to resolve such conflicts without additional charges being imposed on the State.

Maintenance/Service Hours: The Contractor shall provide repair support/ service restoration 24 hours per day, 7 days per week, and 52 weeks per year. Reports shall be accepted via a toll free Contractor supplied number and e-mail reporting. Any call to the Contractor shall be returned within fifteen (15) minutes of initial request. The Contractor shall pursue a solution to service issues within two (2) hours of request. Failure issues not resolved within four (4) hours of request shall become critical to the State, and require continued work to satisfy maintenance issues under Emergency Maintenance requirements. The Contractor shall not limit daily work to eight (8) hours per day when addressing maintenance issues, requiring the Contractor to continue work beyond business hours until circuit connectivity is restored.

Routine Maintenance Requirements: The Contractor shall provide routine maintenance for those services designated by the State as routine maintenance services. Such services shall include, but are not limited to, broken cable lashing, unprotected riser, or any physical insulation or support structure not placing cable in immediate jeopardy. Any routine maintenance may be escalated to Emergency Maintenance at any time as requested by the State.

Installation Details: The Contractor shall provide information identifying installations in agreed upon State required table formats. Tables shall contain physical cable lay, aerial and underground pathways, terminating points, terminating equipment, cable manufacturer and part number, and any other information required to locate, troubleshoot or replace fiber. Details shall be provided within thirty (30) days of complete installation of cable.

Post Implementation Review: The State shall be allowed thirty (30) days after Contractor installation to review and accept complete installation to insure performance within the specification defined within this document.

Test Plans: The Contractor shall provide complete test plans defining how they shall test fiber installations and provide written documentation on the test results for each fiber strand. The Contractor is solely responsible to troubleshoot cable problems. The State's final test will deem the final acceptance of service.

Service Access Levels: Service access will be provided and guaranteed at 99.99% or better availability (24hrs/day by 7days/week), at the throughput rate provisioned, through the end of this Contract. Service access is defined as all services that are provided by the Contractor which are, directly or indirectly, related to the connectivity to the State Agency's network router from the Contractor at the availability and throughput defined above.

Dependability: All services shall be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a thirty (30) day time period. If a service becomes intermittent in connection or transport, and/or repeatedly fails, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Contractor, or pursue any and/or all remedies as set forth in this Contract. Network availability measurements will exclude service outage for scheduled maintenance or upgrades, or caused by Customer, Customer's equipment, or Customer agreements with other parties.

Service Interface: The Contractor shall provide fiber to the doorstep utilizing standard connectivity as is currently available from the incumbent contractor for all locations.

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Premise Access: The Contractor shall be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. The Contractor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Contractor is highly encouraged to perform all installation and maintenance during normal State working hours.

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

SERVICE LOCATIONS AND PATHWAYS

The Contractor shall provide dark fiber facilities within the city of Concord. The Contractor shall include all facilities and equipment necessary to install terminated fiber strands of dark fiber connecting each location noted below.

CABLE SEGMENT	FROM	TO	ESTIMATED CABLE DISTANCE IN KM/MILE	REQUIRED FIBER STRAND COUNT
1	7 HAZEN DRIVE RM. G34.	25 CAPITOL ST. LL RM. 21	1.84 / 1.14	48
2	25 CAPITOL ST. LL RM. 21	21 SO. FRUIT STREET LL MDF	2.90 / 1.8	48

Cable Path: The State does not intend to define fiber pathways. The Contractor may use any pathway available to them. It is the responsibility of the Contractor to obtain required permits and access to utility poles or conduit. The Contractor shall be responsible for all cable pathways, obtaining required rights-of-way, utility make ready, conduit, conduit installation, cable provisioning, all related equipment and installation logistics.

State Conduit: The Contractor may install cable in any available state owned conduit, not exceeding 70% conduit fill capacity after Contractor installation. The Contractor shall be responsible to install conduit to access vaults containing state conduit. The Contractor may use installed conduit pull-string, but shall replace said pull string, resulting in an unused available pull string after Contractor cable installation.

Private Conduit: All conduits other than that described above are privately owned. The Contractor shall make arrangements with private parties to obtain access as necessary to install fiber.

Ownership: The Contractor shall be responsible to obtain and maintain pathways, conduit, permits, pole access, fiber cable, inner-duct, vaults and any item related to the project. Contractor permits shall include licensing by the City of Concord through the Poles and Wires Committee of Community Development. The service shall be provided in a turnkey fashion, with the Contractor responsible to provide insurance, place conduit, manage make ready proposals; provide traffic details or any other installation or maintenance items. The service shall include the relocation of poles, fiber or other service items for any reason including street or highway expansion and relocation throughout the duration of the Contract.

The Contractor shall retain ownership of all Contractor-supplied cable and equipment throughout the term of the Contract.

Fiber Utilization: The State shall retain the right to utilize dedicated fiber as it sees fit. The Contractor shall at no time dictate use or limit fiber operation.

Termination Equipment: The Contractor shall install fiber between each location with a minimum of forty-eight (48) strand fiber count. The forty-eight (48) strands shall be dedicated to State use. Termination shall include building penetration with cable extended to existing computer rooms and demarcs. Existing building pathways shall be used. Contractor shall install rack mounted Optical Line Interface Units (OLIU) terminating into SC (or current connector type noted at location) connectors.

Penetrations: The vault and building penetrations shall be watertight. Incoming and outgoing conduits shall be sealed for water penetration. Damage to any existing conduit, cable or facilities within the vault due to Contractor access shall be repaired at Contractor expense.

Vault Equipment: Equipment installed in a vault, inclusive of cable, racks, splice cases, attachments and ancillary items, shall be designed for vault installation and be water tight, meeting National Electrical Manufacturer's Association (NEMA) requirements. All equipment shall be properly grounded, inclusive of cable if a metallic tracer is used within the cable.

Cable Characteristics: The service shall be provided via single mode 8.0 to 9.5 μm fiber with 125 μm clad strand loose tube cable with the proper casing characteristics and environmental requirements meeting industry standards for the installation environment. Cable shall be low water peak, with minimum wavelength distortion. If required, only fusion splices shall be accepted.

Cable Loss Measurements: The Contractor cable shall not exceed a loss level of .5 dB per kilometer including all splices, testing with a 1550 nm optical source. The cable shall pass performance standards with temperatures within the range of -30°F to 120°F (-34°C to 50°C). In-building connector loss shall be .1dB or less per splice, not to exceed of 1db maximum connector allowance per end to end cable run. Contractor's cable loss testing shall be compliant TIA/EIA 526-7 Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant.

Transport Limitations: The Contractor facilities shall not limit State transport capabilities. The Contractor shall not filter or in any way inhibit light transport or arrival from launch location to receiver location. The Contractor shall not filter or firewall communication, reformat content or restrict communication or content in any way.

Facility Maintenance: The Contractor shall be responsible to insure continuous operation of services. Contractor shall monitor all facilities to insure integrity, initiating routine repairs as necessary to prohibit extended outages.

Power Provisioning: It is expected that all Contractor equipment shall be passive, not requiring power. In the event that any active devices are installed by the Contractor, services shall not be placed in jeopardy by relying solely on domestic power. In all cases, services shall be provided independent of local power, UPS backed or otherwise, ensured for emergency readiness, independent of all in building systems.

Service Availability: The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week, (52) fifty-two weeks per year. The Contractor shall be responsible to

implement appropriate maintenance. The Contractor shall have in its employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, twenty (24) hours a day.

Response to Trouble Calls: The Contractor shall respond to trouble calls within two (2) hours of trouble report by the State. "Response" to a trouble call requires that the Contractor have qualified technicians, suitably equipped to troubleshoot service, arrive at the trouble location and commence troubleshooting procedures. The Contractor shall notify the State within four (4) business hours of reinstated service, the cause of the failure and corrective action taken.

Critical Maintenance and Escalation: The Contractor shall provide critical level maintenance for all services. If services are not restored within twenty-four (24) hours, the State may request upon written notification an investigation and/or services from an alternate Contractor. All charges for such services shall be forwarded to the primary Contractor.

Fiber Security: The Contractor shall insure fiber integrity and security, by mitigating any effort to detect information flow or tapping by any unauthorized individuals. The Contractor shall take all steps necessary in either its facilities or its subcontractor's facilities, to ensure that State leased fiber is protected from unauthorized access and any attempt at extracting information from the data stream.

Installation Standards: Installations shall be in compliance with TIA/EIA 568-3 Optical Fiber Cabling Component Standards and National Electrical Code standards.

As Built Drawings: The Contractor shall provide a complete set of as-built hard and soft drawings defining the complete lay/path of all fiber optic cable, splices, terminations, vaults and pull boxes.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1940-17, as described herein, and under the terms of this Contract.

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

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

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

8. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

9. INSURANCE

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$216,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as July 31, 2022.

2. PRICING STRUCTURE

CABLE SEGMENT	FROM	TO	LEASED FIBER, PRICE PER MONTH
1	7 Hazen Drive LL RM. G34	25 Capitol ST. LL RM. 21	\$1800.00
2	25 Capitol ST. LL RM. 21	21 SO. Fruit Street LL MDF	\$1800.00

3. INVOICE

Itemized invoices shall be submitted to the Department of Information Technology, Operations/ Statewide Telecommunications Office, Rm. 300, 27 Hazen Drive, Concord, NH 03301

4. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials 
Date 4-7-12

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

EXHIBIT D

RFB #1940-17 is incorporated here within.

Contractor Initials AK
Date 4-7-17

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 27, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 574857



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC

The undersigned, being all of the directors of Northern New England Telephone Operations LLC (the "Company"), a Delaware limited liability company, hereby adopt the following resolutions by their unanimous written consent and declare them to be in full force and effect as if they were adopted at a special meeting of the Board of Directors duly called, noticed and held:

AUTHORIZATION OF SIGNATORIES

WHEREAS, the Board of Directors has the discretion to manage, control and make decisions affecting the business and affairs of the Company and to take actions as it deems necessary or appropriate to accomplish the purposes of the Company pursuant to the Company's Amended and Restated Limited Liability Company Agreement; and

WHEREAS, it is desirable for the Company to authorize certain representatives of the Company to enter into and execute contracts on behalf of the Company with the State of New Hampshire including, without limitation, the Department of Administrative Services of the State of New Hampshire;

NOW THEREFORE BE IT RESOLVED, that the following individuals be, and hereby are, authorized to make, enter into, sign and deliver contracts on behalf of the Company with the State of New Hampshire:

Peter G. Nixon
Karen D. Turner
Susan L. Sowell
Paul H. Sunu

RESOLVED FURTHER, that the department or agency of the State of New Hampshire to which a copy of these resolutions has been delivered by the Company be, and hereby is, authorized and entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions by the Board of Directors.

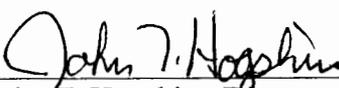
FURTHER ACTIONS

RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions and (b) to execute and deliver all such agreements, amendments, certificates, directions, representations, transfers, assurances and other instruments and documents of every character and to do and perform or cause to be done and performed such other and further acts and things as such officer or officers shall deem necessary, advisable or appropriate to give effect to the intent and purposes of the foregoing resolutions;

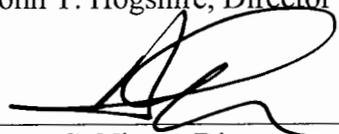
RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consent to the transaction of all business represented by this Action by Unanimous Written Consent.

IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 7th day of April, 2017.



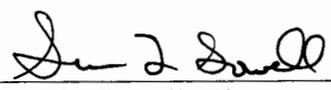
John T. Hogshire, Director



Peter G. Nixon, Director



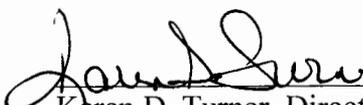
Katherine Jakubowski



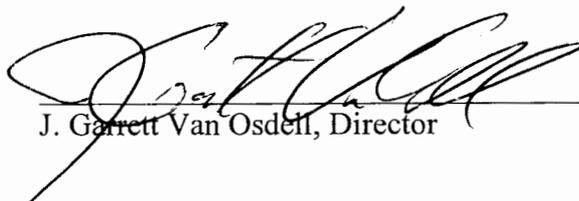
Susan L. Sowell, Director



Paul H. Sunu, Director



Karen D. Turner, Director



J. Garrett Van Osdell, Director

