

# State of New Hampshire

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

*dm65*

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

September 23, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*Retroactive*

## REQUESTED ACTION

Authorize the Department of Administrative Services to **retroactively** exercise the second of two options to extend the State's Contract with Enhanced Communications of Northern New England, Inc. d/b/a FairPoint Long Distance - NNE, (VC 174027), Portland, ME, originally approved by Governor and Executive Council on August 8, 2012, item #21 and amended on September 18, 2013, item #27B, by extending the end date from October 7, 2014 to October 7, 2015 and increasing the contract price limitation by \$55,000, from \$125,000 to \$180,000, for the provision of interstate long distance telephone services. Effective upon Governor and Council approval for the period of October 8, 2014 through October 7, 2015.

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

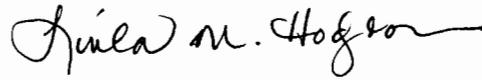
## EXPLANATION

This request is retroactive because it was not the original plan to extend this contract, but with VOIP implementation behind schedule and the award of RFB 1594-14 for Telephone and Data Communication Services still under negotiations we need to retain coverage under the existing contract. On August 8, 2012, item #21, Governor and Executive Council approved a contract with Enhanced Communications of Northern New England d/b/a FairPoint Long Distance - NNE for interstate long distance telephone services to the State. The approved contract provided for two, one year extensions for the provision of services. The first one year extension was approved by Governor and Executive Council on September 18, 2013, item #27B. After consultation with the Department of Safety, a decision was made to extend the contract for the second year extension, subject to the requisite approval of Governor and Executive Council. As phone systems move over to VOIP the use of this contract shall decrease and services shall move over to a new contract for Communications Network Services.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
September 23, 2014  
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with FairPoint Long Distance - NNE.

Respectfully submitted,

A handwritten signature in black ink, reading "Linda M. Hodgdon" with a decorative flourish at the end.

Linda M. Hodgdon  
Commissioner

**SECOND AMENDMENT  
TO  
Contract # 8001242 with Enhanced Communications of Northern New England Inc.**

It is hereby agreed that the Interstate Long Distance Telephone Services Contract approved by Governor & Executive Council on August 8, 2012 (Item #21), and herein referred to as the "Agreement" between Enhanced Communications of Northern New England Inc. d/b/a FairPoint Long Distance - NNE as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

**Background**

The State and the Contractor entered into an agreement for interstate long distance telephone services on October 8, 2012, and extended on September 18, 2013; the Agreement is set to expire October 7, 2014.

**Amendment**

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 Price Limitation: \$180,000.00

2. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7 October 7, 2015

3. All other provisions of the Agreement, approved by Governor and Council on August 8, 2012, shall remain in full force and effect.

Enhanced Communications of Northern New England Inc.

STATE OF NEW HAMPSHIRE

By: Shirley J. Linn  
Shirley J. Linn  
(Print Name)

By: Linda M. Hodgdon  
Linda M. Hodgdon  
(Print Name)

Title: Executive VP and General Counsel

Title: Commissioner  
Department of Administrative Services

Date: 9-22-14

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

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 22<sup>nd</sup> day of September, 2014,  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified herself as

By: Rosemary Wiant  
Rosemary Wiant  
(Print Name)

Shirley J. Linn

Title: Asst. Attorney General

Date: 9-30-14

And acknowledge that she executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

M. Tyler Helms  
M. Tyler Helms, Notary Public

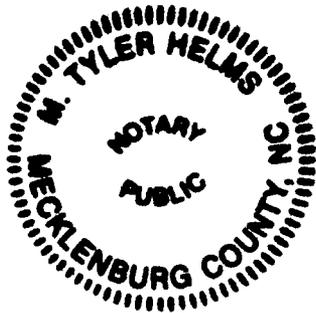
Signed: \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
(Print Name)

February 28, 2017  
(Date)

Title: \_\_\_\_\_



# State of New Hampshire Department of State

## CERTIFICATE

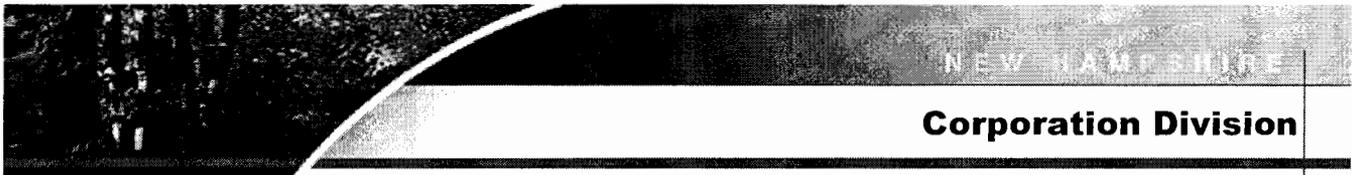
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Enhanced Communications of Northern New England Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 27, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18<sup>th</sup> day of September, A.D. 2014

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

William M. Gardner  
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 9/30/2014      **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Fairpoint Long Distance - NNE	Legal

**Trade Name - Domestic - Information**

**Business ID:** 594031  
**Status:** Active  
**Entity Creation Date:** 4/1/2008  
**Principal Office Address:** C/o FairPoint Communications, Inc  
 770 Elm Street  
 Manchester NH 03101  
**Principal Mailing Address:** 521 E. Morehead Street Suite 500  
 Charlotte NC 28202  
**[Name Not Available]**      **[Address Not Available]**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
ENHANCED COMMUNICATIONS OF NORTHERN NEW ENGLAND INC.

The undersigned, being all of the directors of Enhanced Communications of Northern New England Inc. (the "Company"), a Delaware corporation, 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; 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:

Shirley J. Linn  
Anthony A. Tomae

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.

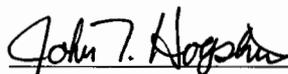
FURTHER ACTIONS

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;

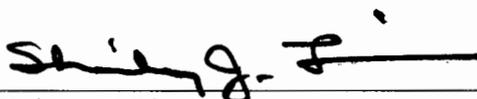
RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

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 22<sup>nd</sup> day of September, 2014.



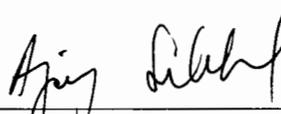
\_\_\_\_\_  
John T. Hogshire, Director



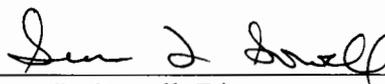
\_\_\_\_\_  
Shirley J. Linn, Director



\_\_\_\_\_  
Peter G. Nixon, Director



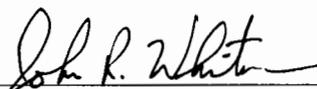
\_\_\_\_\_  
Ajay Sabherwal, Director



\_\_\_\_\_  
Susan L. Sowell, Director



\_\_\_\_\_  
Paul H. Sunu, Director



\_\_\_\_\_  
John R. Whitener, Director





# State of New Hampshire

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

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

August 27, 2013

Her Excellency, Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

9/18/2013 #27B

### REQUESTED ACTION

Authorize the Department of Administrative Services to amend the State's Contract with Enhanced Communications of Northern New England, Inc. d/b/a FairPoint Long Distance - NNE, (VC 174027), of Portland, ME, originally approved by Governor and Council on August 8, 2012, item #21 to extend the provision of interstate long distance telephone services by one year, and increasing the contract price limitation by \$50,000 from \$75,000 to \$125,000. This extension represents the exercise of the first of two options to extend the contract for a period of one year. Effective upon Governor and Council approval for the period of October 8, 2013 through October 7, 2014.

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

### EXPLANATION

On August 8, 2012 (Item #21) Governor and Executive Council approved a contract with Enhanced Communications of Northern New England d/b/a FairPoint Long Distance - NNE for interstate long distance telephone services to the State. The approved contract provided for two one year extensions for the provision of services. After consultation with the Department of Safety, a decision was made to extend the contract, subject to the requisite approval of Governor and Executive Council. As phone systems move over to VOIP the use of this contract shall decrease and services shall move over to contract 8000766 for Communications Network Services, currently held by FairPoint as well. A new bid shall be put together to combine both services into one contract in the future.

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with FairPoint Long Distance - NNE.

Respectfully submitted,

Linda M. Hodgdon  
Commissioner

**FIRST AMENDMENT  
TO**

**Contract # 8001242 with Enhanced Communications of Northern New England, Inc.**

It is hereby agreed that the Interstate Long Distance Telephone Services Contract approved by Governor & Executive Council on August 8, 2012 (Item #21), and herein referred to as the "Agreement" between Enhanced Communications of Northern New England, Inc. d/b/a FairPoint Long Distance - NNE as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

**Background**

The State and the Contractor entered into an agreement for interstate long distance telephone services on October 8, 2012; the Agreement is set to expire October 7, 2013.

**Amendment**

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 Price Limitation: \$125,000.00

2. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

1.7     October 7, 2014

3. All other provisions of the Agreement, approved by Governor and Council on August 8, 2012, shall remain in full force and effect.

Enhanced Communicatios of Northern New England, Inc.

STATE OF NEW HAMPSHIRE

By: *Shirley J. Linn*  
Shirley J. Linn  
(Print Name)

By: *Linda M. Hodgdon*  
Linda M. Hodgdon  
(Print Name)

Title: Executive Vice President and  
General Counsel

Title: Commissioner  
Department of Administrative Services

Date: 8/28/13

Date: 8/31/13

NOTARY PUBLIC/JUSTICE OF THE PEACE

OFFICE OF THE ATTORNEY GENERAL

On the 28<sup>th</sup> day of August, 2013,  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified herself as

By: *Michael K. Brown*  
Michael K. Brown  
(Print Name)

Title: Sm. Assit. AG

Shirley J. Linn

Date: 9/2/13

And acknowledge that she executed this  
document indicated above.

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

In witness thereof, I hereunto set my hand  
and official seal.

*M. Tyler Helms*  
(Notary Public/Justice of the Peace)

Signed: \_\_\_\_\_

My commission expires:  
02/28/17  
(Date)

(Print Name)

Title: \_\_\_\_\_



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 Enhanced Communications of Northern New England Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 27, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21<sup>st</sup> day of August, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
ENHANCED COMMUNICATIONS OF NORTHERN NEW ENGLAND INC.

The undersigned, being all of the directors of Enhanced Communications of Northern New England Inc. (the "Company"), a Delaware corporation, 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; 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:

Shirley J. Linn  
Anthony A. Tomae

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.

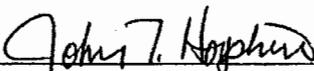
FURTHER ACTIONS

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

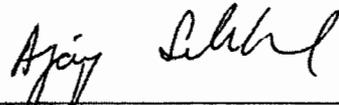
RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consent to the transaction of all business represented by this Action by Unanimous Written Consent.

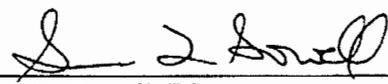
IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 28<sup>th</sup> day of August, 2013.

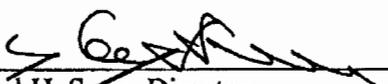
  
\_\_\_\_\_  
John T. Hogshire, Director

  
\_\_\_\_\_  
Shirley J. Linn, Director

  
\_\_\_\_\_  
Peter G. Nixon, Director

  
\_\_\_\_\_  
Ajay Sabherwal, Director

  
\_\_\_\_\_  
Susan L. Sowell, Director

  
\_\_\_\_\_  
Paul H. Sanu, Director

  
\_\_\_\_\_  
John R. Whitener, Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
08/20/2013

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

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

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> FairPoint Communications, Inc. 521 E. Morehead Street Suite 250 Charlotte NC 28202-2695 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Continental Casualty Company		20443
	INSURER B: ACE American Insurance Company		22667
	INSURER C: AXIS Insurance Company		37273
	INSURER D:		
	INSURER E:		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570051031280</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENT'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			XSLG27017605 SIR applies per policy terms & conditions	03/31/2013	03/31/2014	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$3,750,000 PRODUCTS - COMP/OP AGG \$3,750,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Auto Physical			ISA H08718192	03/31/2013	03/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			L4031479547 SIR applies per policy terms & conditions	03/31/2013	03/31/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC47316479	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	E&O-PL-Primary			MNN761315012013 SIR applies per policy terms & conditions	07/01/2013	07/01/2014	Each Wrongful Act \$10,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Administrative Service Bureau of Purchasing & Property 25 Capitol Street, Room 102 Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc.</i>
--	--

Holder Identifier :

Certificate No : 570051031280



# State of New Hampshire

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

#21  
8/8/12

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

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

July 18, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Enhanced Communications of Northern New England, Inc., d/b/a FairPoint Long Distance - NNE. (VC 174027), of Portland, ME for a total price not to exceed \$75,000.00, for Interstate Long Distance services. Effective upon Governor and Executive Council approval through October 7, 2013, unless extended in accordance with the contract documents.

The approximate annual value of this contract is \$75,000.00. Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific PAU to cover the requested service.

### EXPLANATION

Approval of the attached service contract will authorize Enhanced Communications of Northern New England, Inc. to establish Interstate Long Distance services for the State. Said services are essential for the continued and efficient communication of the State in conducting its business.

On June 13, 2012 the Bureau of Purchase and Property released a solicitation for an Interstate Long Distance provider. Three vendors submitted bids with the lowest bid being from Enhanced Communications of Northern New England, Inc. The Telecommunications Section and the Bureau of Purchase and Property verified that the subject vendor met all of the requirements of the bid. This bid was advertised in a statewide newspaper and on the Purchase and Property website. Attached are the results of the bid.

Respectfully Submitted,

Linda M. Hodgdon  
Commissioner

6/27/2012

Interstate Long Distance

RFB 1435-12

Evaluation Item No.	Contract Item	Vendor		
		FairPoint	G4	Bay Ring
1	Transmittal Letter (Reviewed by P&P)	Passed	Passed	Passed
2	Addendum 1 (Reviewed by P&P)	Passed	Passed	Passed
3	Addendum 2 (Reviewed by P&P)	Passed	Passed	Passed
4	Pricing Results	\$ 6,797.09	\$ 6,797.09	\$ 4,421.25
5	Executive Summary (Pass/Fail)	Passed	Passed	Passed
6	Company profile (Pass/Fail)	Passed	Passed	Passed
7	Narrative (Pass/Fail)	Passed	Passed	Passed
8	Glossary or Terms and Abbreviations (Pass/Fail)	Passed	Passed	Passed
9	References (Pass/Fail)	Passed	Passed	Passed

NOTE: Items 5 through 11 to be rated by agency technical evaluator.

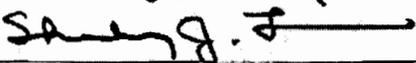
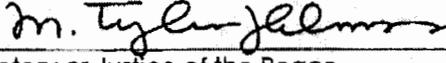
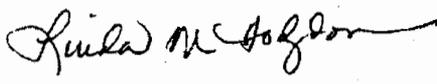
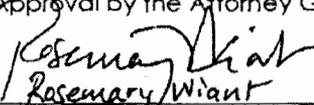
Subject: Contract for Interstate Long Distance Telephone Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Enhanced Communications of Northern New England, Inc., d/b/a FairPoint Long Distance - NNE		1.4 Contractor Address 900 Elm St., Floor 16, Manchester, NH 03101	
1.5 Contractor Phone Number 603 656-8022	1.6 Account Number	1.7 Completion Date October 7, 2013	1.8 Price Limitation \$75,000.00
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Shirley J. Linn, Executive Vice President	
1.13 Acknowledgement: State of North Carolina, County of Mecklenburg On July 17, 2012, before the undersigned officer, personally appeared the person identified in block 1.12, or a duly 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.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace M. Tyler Helms, Notary Public			
1.14 Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 7-25-12			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> <span style="float: right;">AUG 08 2012</span>			

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. INTRODUCTION**

Enhanced Communications of Northern New England, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Long Distance Telephone Services in accordance with NH State Proposal Bid #1435-12 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 Schedule
- d. EXHIBIT C            Special Provisions
- e. EXHIBIT D            RFB 1435-12

**3. TERM OF CONTRACT**

This contract shall commence upon the approval of Governor and Executive Council through October 7, 2013, a period of approximately one (1) year. The contract may be extended beyond October 7, 2013 for up to two (2) additional one-year periods under the same terms and conditions, and upon approval of the State Governor and Executive Council.

Services shall be completely provisioned prior to October 1, 2012. A five day test period shall follow.

**4. TERMINATION**

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

**5. SUBCONTRACTORS**

The Contractor shall be solely responsible for meeting all requirements and terms and conditions of this contract.

**6. SCOPE OF SERVICES - GENERAL REQUIREMENTS**

**6.1** Contractor shall provide services via its own network facilities, the cooperative use of a subcontractor's network facilities or the resale of another provider's network facilities. In all cases, the State of New Hampshire shall be listed as the customer of record with the Contractor.

**6.2** Contractor shall have and retain throughout the duration of the contract, all licenses, registrations and permits required by Federal, State or local laws for performance of this contract prior to the award of contract, and maintain such throughout the duration of the contract. In addition, all Contractor manufacturer and industry certifications shall be kept current, with personnel maintaining training updates as required for certification for the duration of the contract.

**6.3 Contract Users**

**6.3.1** The State shall be listed as the contract holder for this contract. However this contract shall be available to counties, cities, towns, school districts, special districts or precincts, governmental sub-divisions, any non-profit Agency certified under the provisions of section 501(C)(3) of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-I:17 at terms and conditions mutually agreeable between the parties. It shall be the responsibility of the Contractor to contact all such entities to determine service and contract requirements. All such solicited services shall be considered separate from the State services, and handled as customers who are separate from the State. The State shall not be held liable for any such services rendered to any and all such entities. Billing and bill payment shall be handled separate to the State and in no way be considered State service. In all cases, any appearance of services or characteristics of the document that denote the State as the receiver of services, shall apply to any and all of the above contract users, although completely independent of the State.

**6.3.2** The Contractor shall abide by all universal service "e-rate" requirements entitling subsidies from the universal service fund administered by the Federal Communications Commission's (FCC) School and Library Division (SLD). The State's obligations under this Agreement shall not be contingent upon receipt of universal service subsidies for the schools and libraries.

Contractor agrees to cooperate to receive the maximum allowable universal service "e-rate" subsidy for services purchased pursuant to this contract. For public schools and libraries that choose to participate in a contracted service, the Contractor agrees to abide by e-rate stipulations.

## 7. DEFINITION OF TERMS

The following terms and definitions apply to this Contract.

**Centrex** - A business telephone service providing PBX style services over a broad coverage area. Such service may be provided through multiple switches, VoIP or alternate technologies with similar end user features and operations.

**Contract** - Any agreement resulting from the award of this RFB.

**Day** - A timeframe consisting of 24 hours for each 365 calendar days of the year.

**Department** - The New Hampshire Department of Administrative Services.

**DID** - Direct Inward Dial

**Hours** - Continuous duration of time based on a 24-hour clock. Eastern Standard Time or active Eastern Daylight Savings Time shall be the standard for the purposes of this RFB.

**Incumbent** - Provider of services prior to award of contract as a result of this RFB.

**Information** - All data and records developed or obtained during the performance of, or acquired or developed by reason of, the Contract, including but not limited to, all studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

**Inter-LATA** - All calls originated and terminated in different LATAs

**Intra-LATA** - All calls originated and terminated in the same LATA. All New Hampshire originated and terminated calls are to be considered as a single LATA.

**ISDN** - Integrated Services Digital Network type service or related devices.

**LATA** - Local Access and Transport Area; geographic boundary established at the breakup of AT&T to define the boundaries between local exchange and inter-exchange carriers.

**LEC** - Local Exchange Carrier that provides telephone local exchange service.

**Non-Work Day** - Any period of time outside of the State defined Work Day.

**PIC** - Primary Inter-exchange Carrier. PIC is maintained by the LEC or provider of the local services through system programming.

**Premises** - A leased or owned State office location requiring service from the Contractor.

**Specifications** – Written specification and general requirements set forth in the RFB; the Contractor Response; and the documentation which define the requirements and criteria for acceptance.

**State** - The State of New Hampshire

**Repairs** - Services initiated through trouble reports to Contractors regarding installed service malfunctions and resulting corrections.

**RFB** - Request for Bid.

**RSA** - Revised Statutes Annotated

**Telecommunications Service Request (TSR)** - A document defining specific requests for work defining job sites, work to be completed, due dates, etc. TSR's shall be released only by Administrative Services.

**Termination Equipment** - Any equipment necessary for the connection of Contractor provided facilities to State equipment or facilities.

**Vendor or Contractor** - An individual, corporation or other entity and their subcontractor engaged in the business of supplying Communication Network Services and replying to this RFB.

**Work Day or Business Day** - A period of time between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding State holidays for State employees as noted on the Collective Bargaining Agreement in force with the State and its employees. Such days may vary with calendar years.

## **8. STATUS MEETINGS AND REPORTING**

The Contractor shall host meetings, provide meeting minutes and clerical support. At a minimum, the Contractor shall conduct the following:

**Introductory Meeting:** Participants shall include key Contractor staff and State project leaders from the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

**Kickoff Meeting:** Participants shall include the State and Contractor project teams. This meeting is to establish a sound foundation for activities that will follow.

**Status Meetings:** Participants shall include project leaders from the Contractor and the State. These meetings, which shall be conducted at least biweekly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the Contractor shall serve as the basis for discussion.

**Special Meetings:** Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

## 9. CONTRACTOR PERSONNEL

### 9.1 Contractor Responsibility

The Contractor shall be responsible for all Services, network configuration and development associated with the services. The Contractor shall be responsible for overall support and coordination, migrating from pre-existing services, interfacing/integrating with Agency systems, testing, and support services.

### 9.2 Contractor Staff

The Contractor shall assign and identify a Project Manager and key Contractor Staff as defined below.

#### 9.2.1 Project Manager

The Contractor shall assign and identify a Project Manager 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. 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 questions and address service issues. The Project Manager or 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 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.

#### 9.2.2 Contracting Officer

Contractor shall provide a primary contracting officer for all services provided to the State. In addition, a single Contract Project Manager shall be provided, who is responsible to ensure the installation and continued operation of all Contractor services in conjunction with key Contractor staff.

#### 9.2.3 Account Management

Contractor shall provide 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 Telecommunications Service Request (TSRs) or repairs, speak with State contacts to define service needs and complete any documentation necessary for the Contractor in order to complete service implementation.

#### 9.2.4 Financial Representatives

The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor's invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies.

9.2.5 Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. Contractor systems shall be capable of receiving and interpreting Adobe, MS Office Professional and Visio files. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis. Calls to Contractor account team members shall either forward to voice mail or alternate contacts when provided numbers are called. Contacts and/or alternates shall return calls to the State within 15 minutes of State call attempts. E-mails shall be responded to within the next business day.

## 10. SERVICE REQUIREMENTS

10.1 No Premises-based termination equipment shall be required for the operation of Contractor services.

10.2 No access number (toll free or otherwise) shall be required to be dialed in order to obtain Long Distance service access from State equipment.

10.3 Contractor services shall be available to all telephones located throughout all State offices. The State shall determine the quantity and location of any service offered by the Contractor.

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

10.5 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 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails with total timeframe of failures accumulating to 120 minutes or more within a 30 day period, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

10.6 Fax and Modem Operation: Contractor services shall provide adequate quality service to transmit calls originating and terminating from fax machines, TDD (Telecommunications Device for the Deaf) and modem based equipment, allowing interface to, from and between such equipment. Contractor shall investigate and correct any failures between such equipment.

10.7 Service Termination: In the event that any service experiences a 10% or more dependability failure rate (10% of all services become unavailable per the 99.99% up time dependability rate) for a 24 consecutive hour period, the State at its sole discretion, may choose to terminate all services at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

**10.8 Interfacing with Other Contractors:** During and after installation, Contractors shall contact alternate State Contractors to resolve problems if they occur. The State shall mediate in the event of unresolved conflicts. Contractors shall attend any meetings called by the State to resolve such conflicts without additional charges being imposed on the State. Mandatory attendance shall follow the timeframes as defined in the repair definitions specified in paragraph 10.30 Maintenance/Service Hours and 10.31 Emergency Maintenance.

**10.9 Reports and Invoices:** Contractor shall provide monthly invoices and routine reports as defined below.

**10.9.1 Format**

**10.9.1.1** All reports and invoices shall be provided on printed paper and electronically on electronic CD computer media and electronically downloadable through the internet from a secure Contractor provided web site. All files whether derived from CD or downloaded, shall be in Open Data Base Compliant (ODBC) non-restricted ASCII format. Reports shall include normalized data in a format acceptable to the State. A sample file shall be provided with the Contractor response.

**10.9.1.2** Invoicing services shall include call detail records including the duration, location and cost of each call. Bulked charges shall be rejected by the State.

**10.10 Monthly Balance Reports:** The Contractor is required to provide a master account balance report to the State. Reports shall be continually updated on a monthly basis, reflecting all the account invoices, payments and balances for each State account.

**10.11 Accuracy of Invoices:** Contractor shall be responsible to justify all charges to the State. Invoices shall be reviewed for accuracy prior to delivery to the State. All billing information provided to the State shall reflect same information. Paper records and electronic formats shall reflect same call detail, same record count, same call and service cost and same content for the same statement period. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

**10.12 Monthly Voice Service Usage Invoice Information:** All monthly reports and invoices shall include detailed call records listing all voice call origination telephone numbers, voice calls billed to State office lines or accounts and termination locations. Invoices shall contain all information required for billing and bill-back of services. The following service/call records require information as listed below:

The State request that "\$0" billed calls be included in a "Non-Billed" record file (database) if available. Inclusive are 911, nnn-555 (exchange + 555), toll free and related services. Such records may be limited in field content, and need not include all field items.

**10.12.1 Direct Dial Calls;**

- Date of call including calendar month, day and year;
- Time of call based on a 12 (including a.m. and p.m. listing) or 24-hour clock;
- Length of call based on minutes and seconds;
- Originating telephone number;
- Terminating telephone number, number dialed;
- Terminating city or town and state or province and country;
- Cost of call in dollars and cents;
- Call type definition based on set codes.

**10.12.2 Directory Assistance;**

- Date of call including calendar month, day and year;
- Time of call based on a 12 (including a.m. and p.m. listing) or 24-hour clock;
- Originating telephone number;
- Terminating telephone number, number dialed;
- Cost of call in dollars and cents;
- Call type definition based set codes.

**10.12.3 Toll Free**

- Date of call including calendar month, day and year;
- Time of call based on a 12 (including a.m. and p.m. listing) or 24-hour clock;
- Length of call based on minutes and seconds;
- Originating telephone number;
- Terminating telephone number, number dialed;
- Originating city or town and state or province and country;
- Cost of call in dollars and cents;
- Call type definition based on set codes.
- Duration of call.

**10.13 Invoice Delivery:** Invoices shall be delivered directly to one of multiple addresses as provided by the State. Invoices shall be forwarded to the State within 15 days of receipt of services. Contractor shall provide the ability to invoice multiple service locations under a single account, allowing single payment for services related to multiple lines.

**10.14 Fixed Charges:** The State shall not be assessed State of New Hampshire or Federal taxes, additional monthly fees or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies shall be itemized in invoices inclusive of Universal Service Fees, Access Fees and any and all other applicable taxes or fees.

**10.15** Detailed call records shall be provided to the State on computer data CD or through a Contractor Internet web site. No per record, CD or otherwise charges shall apply.

**10.16** Billing of Past Charges: Billing shall not be considered complete until all reports and invoices as noted in paragraph **10.9 Reports and Invoices** and all associated subparagraphs are provided for the respective billing month. All payments for the associated service shall be held until the requirements of this Paragraph are met.

**10.17** Unique Account Identifier: Contractor shall define and retain unique account identifiers used in its billing to define individual State billing locations.

**10.18** Payments to Contractors: The Contractor shall maintain a full ledger process, reviewing all payments to State accounts. If any received payment exceeds the individual account invoice, the Contractor shall contact the originator of the payment for review and justification.

**10.19** State payments may be delivered on single checks listing multiple accounts. Such listings may be included on the check stub or other attached paper files. The Contractor shall be responsible to view check stubs and/or attached addenda and ensure proper crediting of accounts. Failure to do so by the Contractor shall not be the responsibility of the State. The Contractor is required to provide at the request of the State, written reports to demonstrate the Contractor's account receivables procedures including a payment history of State accounts.

**10.20** Transition Services: The Contractor shall transition services with a minimal interruption of service to the State. All Contractor services shall be tested as fully functional prior to October 6, 2012. A gradual, progressive transition from incumbent Contractor to awarded services to Contractor may be provided. The Contractor shall provide and maintain throughout the installation process, and any updates and changes thereafter, detailed, updated plans and records for service conversion. All plans shall be approved by the State prior to implementation. Plans shall be provided to the State 20 days prior to service implementation. Approval of final installation plan shall be at the sole determination of the State. Any implementation that may result in "down" time for service users shall be scheduled for non-work days.

**10.21** Final Acceptance of Installation: All Contractor services shall be tested by the Contractor prior to and subsequent to service cutover. A 5 business day in service acceptance test shall take place starting Monday, October 1, 2012 through Friday October 5, 2012 inclusive. All services shall be fully tested and functional prior to Saturday, October 6, 2012.

**10.22** Single Point of Contact: The Contractor shall serve as the Single Point of Contact for the State for all service issues.

**10.23** Telecommunications Service Requests: The Contractor shall be responsible to perform all work requested through written Telecommunications Service Request (TSR) and emergency verbal telephone requests identifying the required actions. All Contractor correspondence and submission shall be sent to:

State of New Hampshire, Department of Safety  
911 Atten. Telecomm  
33 Hazen Drive  
Concord, NH 03305

**10.24** New Service or Change Order: Contractors shall utilize and retain State issued Telecommunications Service Request numbers as a cross reference to any Contractor order number. Contractor shall acknowledge receipt and acceptance of orders on the next State business day by means of an e-mail distributed to the State contacts.

**10.25** Disconnect Orders: Disconnect orders placed by the State shall be implemented on the State business day following transmission of TSR or State requested future due date.

**10.26** Receipt of State Requests: The Contractor shall confirm receipt of all TSRs through an E-mail within the next business day, listing each TSR received TSR delivery date, service performance date and associated telephone number. Upon receipt of a disconnection order, the Contractor shall enact an immediate "cease billing" of the disconnected service unless a future date is specified by the State.

**10.27** New Service or Change Order: Contractors shall utilize and retain State issued Telecommunications Service Request numbers as a cross reference to any Contractor order number. Contractor shall acknowledge receipt and acceptance of orders on the next State business day by means of an e-mail distributed to the State contacts.

**10.28** Disconnect Orders: Disconnect orders placed by the State shall be implemented on the State business day following transmission of TSR or State requested future due date.

**10.29** Receipt of State Requests: The Contractor shall confirm receipt of all TSRs through an E-mail within the next business day, listing each TSR received TSR delivery date, service performance date and associated telephone number. Upon receipt of a disconnection order, the Contractor shall enact an immediate "cease billing" of the disconnected service unless a future date is specified by the State.

**10.30 Maintenance/Service Hours:** Contractor shall repair support/ service restoration 24 hours per day, 7 days per week, 52 weeks per year. Reports shall be accepted via a toll free Contractor supplied number and e-mail reporting. The Contractor shall perform 24 hour x 7 day monitoring, reporting and maintenance of its network in support of State services including addressing of system failure (full and component), network overload, network performance, alert management, management reports and other related items.

**10.31 Emergency Maintenance:** Contractor shall provide emergency maintenance for those network services designated by the State as important to the function of the State. Inclusive of those problems shall be any problem affecting Direct-Inward-Dialing (DID) operation or multiple lines and circuit trunks. All such reports shall be remotely tested by the Contractor within 30 minutes of report, with repairs initiated within the hour. If services are not restored within two hours of report, second level support shall be obtained through the Contractor.

**10.32 Routine Maintenance Requirements:** The Contractor shall provide routine maintenance for those network services designated by the State as routine maintenance services. Such services shall include, but are not limited to any problem regarding a single voice line serviced. The Contractor shall test the affected service within four (4) hours of receipt of the trouble report from the State agency. Services shall be restored within 12 State business hours of report. If repairs are not completed within 12 State business hours of State issued report, the repair may be upgraded to Emergency Maintenance status.

**10.33 Carrier Selection Costs:** The State shall not be responsible for the payment of any bills generated due to Local Service Provider (LSP), Intra-LATA Primary Inter-exchange Carrier (LPIC) or Primary Interexchange Carrier (PIC) changes or associated with local or long distance trunking and carrier selection. The State shall not be billed for denial of long distance services for any line (per the selection of the State). All account errors that may result from "slamming" or other unauthorized activity shall be monitored by the Contractor, and services invoiced to the State at the contracted rates. Any and all charges levied by the LEC or other entity for LPIC changes shall be invoiced to and paid directly by the service provider. All PIC selections defined by the State shall be "frozen" by the telephone service provider. Any charges resulting from changes performed by the Contractor or any other entity shall be invoiced to and paid by the telephone service provider.

**10.34 Toll Service Method:** Toll service shall be completely transparent to telephone users, not requiring additional digits for dialing. Service shall not require the use of dedicated lines or circuits (trunking) unless paid entirely by the Contractor, not resulting in one time or monthly charges to the State beyond usage charges, inclusive of State equipment updates and upgrades. Assurance of service compatibility is entirely the responsibility of the inter-LATA long distance Contractor.

**10.35** Contractor shall utilize at a minimum, three (3) redundant downstream carriers with network call auto-routing, insuring alternate routing in the event of downstream carrier failure. Contractor shall insure that State calls are completed during carrier failure. Cost of calling shall not vary under alternate call path operation.

**10.36** Carrier Verification Number: The Contractor shall provide a direct dial toll free number allowing a caller to verify the carrier used by a designated telephone.

**10.37** Voice Call Billing Increments: All Contractor invoices, call detail reports and charges shall be based upon one second billing increments, with charges rounded up to the nearest penny. No charges shall be incurred for incomplete call attempts.

**10.38** System Fraud Control: The Contractor shall be responsible to monitor network traffic, validate fraudulent traffic, mitigate fraud, analyze fraud patterns and refer cases for investigation and utilize methods for fraud avoidance. The Contractor shall provide a network security service, monitoring call fraud, 24 hours per day, seven days per week, to detect and prevent unauthorized service use. The State shall not be held liable for costs of suspected fraudulent calls. State accounts shall be credited for the cost of the fraudulent activity once detected. Monitoring shall include excessive call charges on a single line, excessive call duration, "third world" calls, high quantity of calls to the same geographic location and questionable third party charge-backs. Definition of methods employed for fraud detection shall include unauthorized changing of the primary inter-LATA carrier (slamming) and assurance that unauthorized third party charges, (cramming) do not result in charges to the State.

**10.39** Incoming Toll Free Services: The Contractor shall provide incoming toll free services that accommodate inter-LATA calling. Line numbers assigned to incumbent carriers shall be transferred to Contractor services.

**10.40** Virtual Toll Free Services: The Contractor shall provide incoming toll free services on a virtual access basis. Virtual toll free dial service is that service which allows any call placed to a predefined toll free number to be connected to a designated telephone line.

**10.41** Services shall allow access to operator assistance and directory assistance.

**10.42** Inter/Intra LATA Traffic and Billing: The Contractor shall ensure the proper routing of Inter/Intra LATA Traffic; if necessary the Contractor shall interface and co-operate with other State Contractors to preclude improper routing and/or billing at improper rates.

**EXHIBIT B**  
**PAYMENT TERMS**

The contract price limitation for this contract is \$ 75,000. The following pricing and payment terms apply:

The costs listed herein are the only costs to be charged the State throughout the duration of any resulting contract. Only costs contained herein shall be assessed to the State. All services included in this contract shall be inclusive within the prices stated. No additional fees shall apply. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, or Contractor internal policies shall not be reflected as additional charges to the State. The only compensation paid by the State to the Contractor shall be those disclosed within this document.

1. No one time installation charges shall apply.
2. Contractor shall utilize a minimum of three (3) redundant downstream carriers with network call auto-routing, insuring alternate routing in the event of downstream carrier failure. Contractor shall insure that State calls are completed during carrier failure. Cost of calling shall not vary under alternate call path operation.
3. The cost of any specialized equipment or dedicated line/circuit services shall be the responsibility of the Contractor, and not directly charged to the state. No one time installation charges or fixed monthly charges shall be billed or paid to the Contractor for the installation, maintenance of equipment or services.
4. Invoices shall be delivered monthly, listing the first day of the billed month through the last day of the billed month, inclusive. Computerized bill detail CDs and complete billing information shall arrive at the State no later than 15 days following the billing period. Downloadable files shall be available for download within 10 days following the billing period.
5. It is recognized that calling charges for calls outside of North America may not be in control of the Contractor. Calling charges (toll, operator assistance, etc.) for calls made outside of North America shall be the lowest costs charged by the Contractor to any of their customers.

6. All Contractor invoices, call detail reports and charges shall be based upon one second billing increments, with charges rounded up to the nearest penny. No charges shall be incurred for incomplete call attempts.
7. No disconnection charges shall be assessed for any service.
8. Billing Period: All billing shall be on a monthly basis, from the first day of the billed month through the last day of the billed month, inclusive. Billing cycle may not coincide with the first day of the month, but shall be provided on a set day of the month on a consistent billing cycle.
9. The State shall not be responsible for the payment of any bills generated due to Local Service Provider (LSP), Intra-LATA Primary Inter-exchange Carrier (LPIC) or Primary Interexchange Carrier (PIC) changes or associated with local or long distance trunking and carrier selection. The State shall not be billed for denial of long distance services for any line (per the selection of the State). All account errors that may result from "slamming" or other unauthorized activity shall be monitored by the Contractor, and services invoiced to the State at the contracted rates. Any and all charges levied by the LEC or other entity for LPIC changes shall be invoiced to and paid directly by the service provider. All PIC selections defined by the State shall be "frozen" by the telephone service provider. Any charges resulting from changes performed by the Contractor or any other entity shall be invoiced to and paid by the telephone service provider
10. The Contractor shall be capable of receiving electronic payments from the State
11. Table Headings are defined as follows:
  - Service: The service as defined within this document.
  - Cost Per Second: The Contractor price for each second of service.
  - Cost Per Call: The fixed Contractor price per call (excludes per minute charges).
  - Universal Service Fund: The Universal Service Fund charges associated with the above costs on a percentage basis.

**COST TABLES**

The Contractor shall not impose any additional charges for items not specified in this Contract.

SERVICE	COST PER SECOND (c)	COST PER CALL (d)
Analog Line Interstate Call (Non-dedicated trunk call per PIC selection) Includes Centrex, Business Line, Toll Free and Similar Voice Calling.	\$ 0.0003	Not Applicable
Dedicated ISDN PRI or Channelized T1 DID Service	\$ 0.0003	Not Applicable
Directory Assistance Call	Not Applicable	\$ 0.55

	COST	
Universal Service Fund*	17.4%	

Note: Rate subject to adjustment by the FCC.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

SGI  
7-27-12

**EXHIBIT D**

**RFB 1435-12 is incorporated herewith.**

Contractor Initials

Date

*sgj*

*2-17-12*

**ATTACHMENT A**

**TELEPHONE EXCHANGES**

The following table includes current exchanges used by the State of New Hampshire and approximate telephone number counts as of 5/16/12. Contractor shall make available service in all locations. Unless otherwise noted, all exchanges are within the 603 area code. Number counts include DID, Centrex and business lines.

<b>City/Town</b>	<b>Exchange</b>	<b>Line Count</b>	<b>City/Town</b>	<b>Exchange</b>	<b>Line Count</b>
ACWORTH	835	1	LONDONDERRY	434	5
ALBANY	447	1	LONDONDERRY	437	3
ALEXANDRIA	744	3	LONDONDERRY	537	1
ALLENSTOWN	268	4	MANCHESTER	622	8
ALLENSTOWN	485	10	MANCHESTER	471	1
ALSTEAD	756	2	MANCHESTER	541	300
ALTON	875	4	MANCHESTER	621	5
AMHERST	598	1	MANCHESTER	622	11
AMHERST	673	1	MANCHESTER	623	11
ANDOVER	735	2	MANCHESTER	624	25
ANTRIM	588	2	MANCHESTER	625	19
ASHLAND	968	3	MANCHESTER	641	2
ATKINSON	362	1	MANCHESTER	629	5
AUBURN	625	2	MANCHESTER	644	6
BARRINGTON	664	2	MANCHESTER	627	24
BARTLETT	374	2	MANCHESTER	645	2
BATH	747	1	MANCHESTER	647	2
BEDFORD	626	1	MANCHESTER	656	203
BEDFORD	627	2	MANCHESTER	626	28
BEDFORD	641	1	MANCHESTER	665	103
BEDFORD	647	1	MANCHESTER	666	4
BEDFORD	666	8	MANCHESTER	668	44
BEDFORD	669	6	MANCHESTER	669	17
BEDFORD	472	1	MANCHESTER	695	3
BEFFORD	471	1	MANCHESTER	892	1
BELMONT	267	14	MARLBOROUGH	242	1
BELMONT	524	2	MARLBOROUGH	876	2
BELMONT	528	1	MARLOW	446	1
BERLIN	447	1	MASON	878	1
BERLIN	752	294	MEREDITH	279	3

*SGP*  
7-17-12

City/Town	Exchange	Line Count	City/Town	Exchange	Line Count
BETHLEHEM	444	1	MERRIMACK	423	14
BETHLEHEM	869	1	MERRIMACK	424	16
BOSCAWEN	796	7	MERRIMACK	429	4
BOW	224	1	MERRIMACK	880	2
BRADFORD	938	1	MERRIMACK	881	3
BRENTWOOD	642	9	MIDDLETON	473	1
BRETTONWOOD	278	1	MILAN	449	10
BRISTOL	744	7	MILFORD	249	3
BROOKFIELD	522	1	MILFORD	672	8
BROOKLINE	672	2	MILFORD	673	12
CAMBRIDGE	482	2	MILLSFIELD	482	1
CAMPTON	726	2	MILTON	652	2
CANAAN	523	2	MONROE	638	1
CANAAN	632	1	MOULTONBOROUGH	253	1
CANDIA	483	7	MOULTONBOROUGH	476	2
CANTERBURY	783	5	N HAMPTON	744	7
CARROLL	846	5	N HAMPTON	964	8
CENTER HARBOR	253	2	N HAVERHILL	787	19
CENTER OSSIPEE	539	2	N WALPOLE	445	2
CHARLESTOWN	826	2	NASHUA	424	1
CHATHAM	694	1	NASHUA	432	1
CHESTER	895	2	NASHUA	546	100
CHESTERFIELD	363	3	NASHUA	578	1
CHICHESTER	798	2	NASHUA	577	101
CHOCORUA	323	5	NASHUA	579	209
CLAREMONT	542	56	NASHUA	594	15
CLAREMONT	543	21	NASHUA	595	12
CLARKSVILLE	246	1	NASHUA	598	7
COLEBROOK	237	16	NASHUA	627	1
COLUMBIA	237	2	NASHUA	628	1
CONCORD	223	1716	NASHUA	880	113
CONCORD	224	48	NASHUA	881	5
CONCORD	225	34	NASHUA	882	28
CONCORD	226	16	NASHUA	883	19
CONCORD	227	702	NASHUA	886	6
CONCORD	228	339	NASHUA	888	4
CONCORD	229	201	NASHUA	889	14
CONCORD	230	600	NELSON	847	1
CONCORD	271	6834	NEW BOSTON	487	2
CONWAY	356	5	NEW CASTLE	433	3
CONWAY	447	137	NEW DURHAM	859	3

Contractor Initials SGZ  
Date 7-17-12

City/Town	Exchange	Line Count	City/Town	Exchange	Line Count
CORNISH	675	2	NEW HAMPTON	744	9
CROYDON	386	1	NEW IPSWICH	878	1
CTR					
STRAFFORD	664	1	NEW LONDON	526	3
DALTON	837	2	NEW LONDON	763	1
DANBURY	768	1	NEWBURY	763	5
DANVILLE	382	1	NEWBURY	938	1
DEERFIELD	382	1	NEWFIELDS	772	1
DEERFIELD	463	1	NEWFIELDS	778	2
DEERING	464	1	NEWINGTON	431	1
DERRY	421	3	NEWINGTON	433	1
DERRY	425	2	NEWMARKET	659	1
DERRY	432	7	NEWPORT	863	20
DERRY	434	13	NO. CHATHAM	694	1
DERRY	437	1	NO. CONWAY	356	7
DORCHESTER	523	1	NORTH CONWAY	356	7
DOVER	742	41	NORTHFIELD	286	1
DOVER	743	4	NORTHWOOD	942	1
DOVER	749	11	NOTTINGHAM	895	8
DOVER	750	1	ORFORD	353	2
DUBLIN	563	1	OSSIPEE	539	19
DUMMER	449	1	PELHAM	635	3
DUNBARTON	774	1	PEMBROKE	224	1
DURHAM	868	15	PEMBROKE	485	1
EAST KINGSTON	642	1	PENACOOK	753	1
EASTON	823	1	PETERBOROUGH	924	6
EATON	447	1	PIERMONT	272	1
EFFINGHAM	539	1	PINKHAM	466	1
ELLSWORTH	726	1	PITTSBURG	538	11
ENFIELD	448	9	PITTSFIELD	435	1
ENFIELD	526	1	PLAISTOW	378	2
ENFIELD	632	1	PLAISTOW	382	6
EPPING	679	16	PLYMOUTH	444	2
EPSOM	736	2	PLYMOUTH	536	24
ERROL	482	7	PORTSMOUTH	334	228
EXETER	642	2	PORTSMOUTH	422	1
EXETER	772	8	PORTSMOUTH	427	208
EXETER	773	1	PORTSMOUTH	430	7
FARMINGTON	755	2	PORTSMOUTH	431	28
FITZWILLIAM	585	1	PORTSMOUTH	433	40
FRANCESTOWN	547	1	PORTSMOUTH	436	37
FRANCONIA	374	2	PORTSMOUTH	559	170

City/Town	Exchange	Line Count	City/Town	Exchange	Line Count
FRANCONIA	745	2	PORTSMOUTH	766	1
FRANCONIA	823	28	RANDOLPH	466	1
FRANKLIN	934	35	RAYMOND	895	3
FREEDOM	539	3	RINDGE	899	3
FREMONT	895	1	ROCHESTER	333	60
GILFORD	293	41	ROLLINSFORD	740	2
GILFORD	524	8	RUMNEY	786	2
GILFORD	528	2	RYE	427	1
GILMANTON	267	1	RYE	430	1
GLEN	383	2	RYE	431	1
GLENCLIFF	989	17	RYE	436	9
GOFFSTOWN	623	1	RYE	964	5
GOFFSTOWN	497	2	SALEM	870	1
GOFFSTOWN	622	1	SALEM	890	9
GOFFSTOWN	626	1	SALEM	893	31
GOFFSTOWN	627	5	SALEM	894	3
GOFFSTOWN	628	1	SALEM	898	8
GOFFSTOWN	641	1	SALISBURY	648	1
GOFFSTOWN	666	1	SANBORNTON	286	4
GOFFSTOWN	668	5	SANBORNTON	524	2
GOFFSTOWN	669	7	SANBORNVILLE	522	1
GONIC	332	2	SANDOW	887	1
GORHAM	278	6	SANDWICH	284	1
GORHAM	466	14	SEABROOK	474	18
GORHAM	752	1	SHELBURNE	466	3
GOSHEN	863	1	SO.INGSTON	382	1
GRANTHAM	863	3	SOMERSWORTH	692	6
GREENFIELD	547	6	SOMERSWORTH	740	1
GREENLAND	778	5	SOMERSWORTH	742	14
GREENVILLE	878	2	SOMERSWORTH	749	1
GROTON	744	1	SOUTH HAMPTON	394	1
GROVETON	636	2	SOUTH KINGSTON	382	1
HAMPSTEAD	329	2	SPRINGFIELD	763	8
HAMPTON	926	47	STARK	636	1
HAMPTON	929	8	STEWARTSTOWN	237	4
HAMPTON FALLS	926	2	STODDARD	446	3
HAMPTON FALLS	929	1	STODDARD	847	1
HANCOCK	525	2	STRAFFORD	332	1
HANOVER	643	1	STRATHAM	772	3
HARRISVILLE	827	1	STRATHAM	775	1
HARTS	374	3	SUGAR HILL	823	1

SGJ  
7-17-12

City/Town	Exchange	Line Count	City/Town	Exchange	Line Count
LOCATION					
HEBRON	744	1	SUNAPEE	763	2
HENNIKER	428	5	SUNAPEE	863	1
HILL	934	1	SUTTON	927	3
HILLSBOROUGH	478	1	SWANZEY	352	8
HILLSBOROUGH	464	6	SWANZEY	357	3
HINSDALE	256	1	TAMWORTH	323	22
HOLDERNESS	968	1	TEMPLE	924	2
HOLDERNESS	536	3	THORNTON	726	3
HOLLIS	465	3	TILTON	286	20
HOOKSETT	268	6	TILTON	524	1
HOOKSETT	485	42	TILTON	527	200
HOOKSETT	622	1	TILTON	528	1
HOOKSETT	623	1	TROY	242	1
HOOKSETT	624	1	TUFTONBORO	544	2
HOOKSETT	641	2	TWIN MTN	846	14
HOPKINTON	746	1	UNITY	542	1
HOPKINTON	529	1	W CARROLL	846	2
HUDSON	889	1	W LEBANON	298	2
INTERVALE	356	3	W OSSIPEE	323	2
JACKSON	383	3	W SWANZEY	358	1
JAFFREY	532	23	WAKEFIELD	522	2
JEFFERSON	586	2	WALPOLE	756	2
KEENE	352	37	WARNER	456	3
KEENE	354	2	WARNER	746	1
KEENE	355	5	WARREN	764	1
KEENE	357	60	WASHINGTON	863	1
KEENE	358	12	WEARE	529	2
KENSINGTON	772	1	WEIRS BEACH	366	2
KINGSTON	642	7	WENTWORTH	764	3
LACONIA	366	1	WESTMORELAND	399	2
LACONIA	524	77	WHITEFIELD	837	1
LACONIA	527	250	WILMINGTON, MA	658	1
LACONIA	528	227	WILMOT	526	1
LANCASTER	444	1	WILTON	654	1
LANCASTER	788	39	WINCHESTER	239	3
LEBANON	298	2	WINCHESTER	336	1
LEBANON	443	2	WINDHAM	425	1
LEBANON	448	20	WINDHAM	434	3
LEBANON	643	9	WINDHAM	437	5
LEE	868	3	WINDHAM	893	3
LEMPSTER	863	2	WINDSOR,VT	674	1
LINCOLN	745	1	WOLFBORO	569	3

City/Town	Exchange	Line Count	City/Town	Exchange	Line Count
LISBON	838	2	WOLFEBORO FALLS	569	4
LITTLETON	444	45	WOODSTOCK, NH	745	1
LONDONDERRY	421	3	WOODSTOCK, VT 05091	802-457	1
LONDONDERRY	425	1	WOODSVILLE	747	3
LONDONDERRY	432	9			

Contractor Initials SGT  
Date 7-17-12

ACTION BY UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS OF  
ENHANCED COMMUNICATIONS OF NORTHERN NEW ENGLAND INC.

The undersigned, being all of the directors of Enhanced Communications of Northern New England Inc. (the "Company") a corporation, hereby adopt the following resolution by their unanimous written consent and declare it to be in full force and effect as if it 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; 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:

Shirley J. Linn  
Anthony A. Tomae

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.

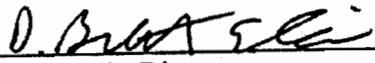
FURTHER ACTIONS

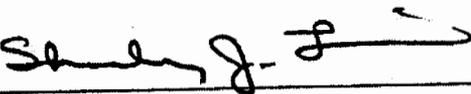
RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary, 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;

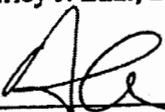
RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

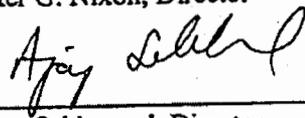
RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consents to the transaction of all business represented by this Action by Unanimous Written Consent.

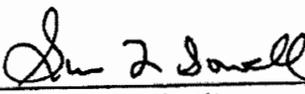
IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 17<sup>th</sup> day of July 2012.

  
D. Brett Ellis, Director

  
Shirley J. Linn, Director

  
Peter G. Nixon, Director

  
Ajay Sabherwal, Director

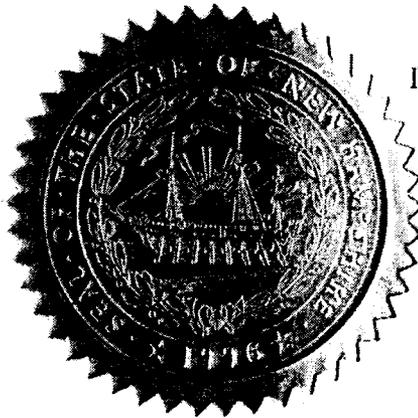
  
Susan L. Sowell, Director

  
Paul H. Sunu, Director

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 Enhanced Communications of Northern New England Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 27, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12<sup>th</sup> day of July, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

...ate of the notice of the  
 ...property to be sold at  
 ...IS WHERE IS'. TERMS  
 ...deposit of Five Thousand  
 ...of Dollars in the form of a cer-  
 ...check, bank treasurer's check or  
 ...check satisfactory to Mortgagee's  
 ...attorney will be required to be delivered  
 ...at or before the time a bid is offered. The  
 ...successful bidder(s) will be required to  
 ...execute a purchase and sale agreement  
 ...immediately after the close of the bidding.  
 ...The balance of the purchase price shall  
 ...be paid within thirty (30) days from the  
 ...sale date in the form of a certified check,  
 ...bank treasurer's check or other check  
 ...satisfactory to Mortgagee's attorney. The  
 ...Mortgagee reserves the right to bid at the  
 ...sale, to reject any and all bids, to cancel or  
 ...continue the sale and to amend the terms  
 ...of the sale by written or oral announce-  
 ...ment made before or during the fore-  
 ...closure sale. Dated at West Warwick, Rhode  
 ...Island on June 15, 2012. Deutsche Bank  
 ...National Trust Company, as Trustee for  
 ...Fremont Home Loan Trust Series 2006-  
 ...3 By its Attorney, Steven M. Auteri, Es-  
 ...quire Marinoe Law Group, P.C., 1350  
 ...Division Road, Suite 301 West Warwick,  
 ...RI 02893 Telephone: (401)234-9200  
 ...MLG File No.: 11-06288FC A-4259727  
 ...06/19/2012, 06/26/2012, 07/03/2012  
 ...06/19 - June 19, 26; July 3)

### Legal Notice

#### NOTICE OF OPPORTUNITY TO REPURCHASE PROPERTY

TO: Cassie A. Wright, 325 Burgess Street, Berlin, NH 03570-2303  
 RE: Property Located at 325 Burgess Street, Berlin NH

Map/Lot: 000131-000089.000000

As former owner of the property listed above, you are hereby notified, pursuant to NH RSA 80:89, that the City of Berlin intends to offer for sale this property, which was previously owned by you and which the City has taken by tax deed. The City will offer this property for sale after ninety (90) days from the date of this publication. The property will be offered for sale by public sealed bid to the highest bidder or by such other means as the City Council determines to be in the best interest of the City with conditions designed to ensure that any new owner corrects any known deficiencies on the property.

As the former owner, you have the right to repurchase the property, by paying off back taxes, penalties, interest and costs. You must contact:

Patricia A. Chase, Tax Collector  
 City of Berlin  
 168 Main Street  
 Berlin, NH 03570  
 Telephone (603) 752-1610

If you do not contact the City within ninety (90) days of this notice to repurchase the property by paying all back taxes, interest, costs and penalties, your title to this real estate will be lost.  
 (UL - June 19, 26; July 3)

### Legal Notice

#### PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is soliciting bids for Interstate Long Distance Services. Specifications and bid forms may be obtained at

[http://admin.state.nh.us/purchasing/bids\\_posteddate.asp](http://admin.state.nh.us/purchasing/bids_posteddate.asp), Bid #1435-12 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than 11:30 A.M. on Wednesday, June 27, 2012.

Robert D. Stowell, Administrator  
 Administrative Services  
 (UL - June 18, 19, 20)

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them. Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

Terms of sale will be Five Thousand and 00/100 Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

#### FEDERAL NATIONAL MORTGAGE ASSOCIATION

By its Attorneys,  
 HAUGHEY, PHILPOT &  
 LAURENT, P.A.  
 By: Mark H. Lampert, Esquire  
 Haughey, Philpot & Laurent, P.A.  
 816 North Main Street  
 Laconia, NH 03246  
 (603) 524-4101  
 June 8, 2012

(UL - June 12, 19, 26)

### Legal Notice

#### ZONING BOARD OF ADJUSTMENT, EPPING, NEW HAMPSHIRE

Notice is hereby given of a hearing to be held at 7:00 p.m. on Wednesday, June 27, 2012 in the TOWN HALL on a request by Jack Murray for a Variance concerning Article II, Section 1.2 (Lot Dimensions and Setback Requirements.) The intent of this project is to construct a 15,900 square foot retail building with associated parking. Parcel is located 35 Railroad Ave. & NH Route 125, as seen on (Tax 029 Map - Lots 259, 261 & 262) located in the Highway Commercial Zone.

Epping Zoning Board of Adjustment  
 (UL - June 19)

Going Online?  
 See more public notices at  
[www.unionleader.com](http://www.unionleader.com)

### Legal Notice

#### Public Notice NHTI, Concord's Community College Pavement Crack Filling, Sealing, and Marking

NHTI is requesting bids for campus-wide Pavement Crack Filling, Sealing, and Marking. Details may be found on the Community College System of NH website at [www.ccsnh.edu/bidding/](http://www.ccsnh.edu/bidding/) and click on NHTI 13-59. Contact person is Michael Therrien, 271-2474. NHTI reserves the right to accept and reject any or all proposals.  
 (UL - June 17, 18, 19)

Environmental Services, Air Resources Division (Director), has received an application for a state permit to operate from, and based on the information received to date, intends to issue such permit to: Portsmouth Regional Hospital 333 Northwick Avenue Portsmouth, New Hampshire For the Following Devices: Three Boilers and Two Emergency Generators

The application and draft permit are on file with the Director, New Hampshire Department of Environmental Services, Air Resources Division, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095, (603) 271-1370. Information may be reviewed at the office during working hours from 8 a.m. to 4 p.m., Monday through Friday. Additional information may also be obtained by contacting Sheila Rydel at the above address and phone number. Requests for a public hearing and/or written comments filed with the Director in accordance with Env-A 621.06, and received no later than Thursday, July 19, 2012 shall be considered by the Director in making a final decision.

Craig A. Wright  
 Acting Director  
 Air Resources Division

(UL - June 19)

### Legal Notice

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES AIR RESOURCES DIVISION CONCORD, NEW HAMPSHIRE

NOTICE OF PERMIT REVIEW PUBLIC HEARING AND COMMENT PERIOD Pursuant to the New Hampshire Code of Administrative Rules, Env-A 621.02, notice is hereby given that the Director of the New Hampshire Department of Environmental Services, Air Resources Division (Director), has received an application for a temporary permit from, and based on the information received to date, intends to issue such permit to:

Teleflex Medical, Inc.  
 50 Plantation Drive  
 Jaffery, New Hampshire  
 For the Following Devices:  
 Extruding Process

The application and draft permit are on file with the Director, New Hampshire Department of Environmental Services, Air Resources Division, 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095, (603) 271-1370. Information may be reviewed at the office during working hours from 8 a.m. to 4 p.m., Monday through Friday. Additional information may also be obtained by contacting Barbara Dorf-schmidt at the above address and phone number. Requests for a public hearing and/or written comments filed with the Director in accordance with Env-A 621.06, and received no later than Thursday, July 19, 2012 shall be considered by the Director in making a final decision.

Craig A. Wright  
 Acting Director  
 Air Resources Division

(UL - June 19)

### Legal Notice

#### PUBLIC NOTICE

The Southern New Hampshire Planning Commission (SNHPC) is in the process of updating the guidelines to the Developments of Regional Impact. A meeting for interested parties will be held on Wednesday, June 20, 2012 at 3:00pm at Hooksett Town Hall, 35 Main Street in Hooksett, New Hampshire.

For more information, please contact David Preece, Executive Director, at 669-4664.

(UL - June 19, 20)

59720 State

## Bidder Distribution List - Interstate Long Distance Service - RFB 1435-12

Company	Contact Name	Title	Contact Number(s)	Email Address
Windstream	David Allen	Major Account Executive		d.allen@windstream.com
Windstream	Robert Hudson	Sr. Account Manager		robert.hudson@windstream.com
Fairpoint	Joe Weisenburger	Sr. Manager/Gov't Accounts	(603) 296-7063 (Mobile)	jweisenburger@fairpoint.com
AT&T	Sarah P. Tierney	Universal Account Executive	(603) 644-2049 (Office) (617) 543-7165 (Mobile)	stierney@att.com
G4 Communications	Anthony Salamanca	Regional Sales Manager	(603) 703-0418 (Office)	tonys@g4.net
Sprint	Linda D. Sherlock			linda.d.sherlock@sprint.com
Global Crossing	Jaimie Munson			jaimie.munson@globalcrossing.com
Bayring	David Gibson	Sales Manager	(603) 766-1000	dave@bayring.com
EarthLink	Brian Laroche	Sales Manager	603-644-0752	blaroche@corp.earthlink.com
Level 3 Communication	Jeff McCarthy		802-846-1231	jeff.mccarthy@level3.com
Qwest	Julie Erickson		781-213-5543	julie.erickson@qwest.com
Windstream	Robert Hudson	Sr. Account Manager		david.allen@windstream.com
Level 3 Communication	Chris Greigo		720 888-1000	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2012

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

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

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (847) 953-5390		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Enhanced Communications of Northern New England, Inc. Telephone Operations LLC 521 E. Morehead Street Suite 250 Charlotte NC 28202 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Continental Casualty Company		20443
	INSURER B: ACF American Insurance Company		77667
	INSURER C:		
	INSURER D:		
	INSURER E:		

**COVERAGES**      **CERTIFICATE NUMBER: 570045927929**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC			XSI 67700863A SIR applies per policy terms & conditions	03/31/2012	03/31/2013	EACH OCCURRNFCE \$1,750,000 DAMAGE TO RENTED PREMISES (If occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$3,750,000 PRODUCTS - COMP/OP AGG \$3,750,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			14031479547 SIR applies per policy terms & conditions	03/31/2012	03/31/2013	EACH OCCURRNFCE \$5,000,000 AGGREGATE \$5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC46784674	03/31/2012	03/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMIT <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Certificate Holder includes: State of New Hampshire, Administrative Services, Purchasing Agent, Robert Lawson or his/her Successor, Bureau of Purchase and Property.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 25 Capitol Street, Room 102 Concord NH 03301 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc.</i>

Holder Identifier: 570045927929      Certificate No.: 570045927929