



State of New Hampshire

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

23 Bm

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

May 16, 2013

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a second amendment to the contract with G4 Communications Corporation, Manchester, New Hampshire, (VC #158725) for Data Network Services originally approved by Governor and the Executive Council on June 28, 2008, item 55 and amended on January 27, 2010, item 12, by extending the completion date for a period of twenty-four (24) months from June 24, 2013 to June 30, 2015, effective upon Governor and Executive Council approval.

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

EXPLANATION

This contract provides data network connectivity using multiple technologies including DSL, Point to Point and switched services to 174 unique addresses. This amendment is requested in order to align the contract end date with the contract amendment with Fairpoint and allow the State time to define the needs and coordinate any possible conversion of the remaining 194 data circuits that may result if another carrier is solicited. The State resources are committed to completing the Voice Over Internet (VOIP) conversion process. Once the VOIP conversion process is completed the State shall put both data communications out to bid at the same time and be in a better position to respond to any potential conversion or vendor change that may result.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

**SECOND AMENDMENT
TO
Contract # 216011 with G4 Communications Corporation**

It is hereby agreed that the Data Network Services contract approved by Governor & Executive Council on June 28, 2008, and amended on January 27, 2010, herein referred to as the "Agreement" between G4 Communications Corporation 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 data network services on June 28, 2008; the Agreement is set to expire June 24, 2013.

Amendment

1. Delete in its entirety "Date of Termination" and substitute the following:

Date of Termination: June 30, 2015.

2. All other provisions of the Agreement, approved by Governor and Council on June 28, 2008, and amended on January 27, 2010, shall remain in full force and effect.

Contractor Initials: GG

Date: 5/17/13

G4 Communications Corporation

By: [Signature]

Gent Cav

(Print Name)

Title: President

Date: May 17, 2013

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 17 day of May, 2013,

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Gent Cav, President of G4 Communications, Corp.

And acknowledge that he executed this document indicated above.

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

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

MAY 12, 2015
(Date)



STATE OF NEW HAMPSHIRE

By: [Signature]

Linda M. Hodgdon
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5/22/13

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]

Michael K. Brown
(Print Name)

Title: Sr. Asst. Atty. General

Date: 5/23/13

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

Signed: _____

(Print Name)

Title: _____

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

*Denise
LeClair
11/27/09*

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

December 24, 2009

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Telecommunications, to amend contract #216001 with G4 Communications of Manchester, NH, (VC #158725) to include data circuits to interface with their legacy data equipment reducing the cost of network implementation at no additional cost to the State, effective upon Governor and Council approval until June 24, 2013. The original contract was approved by Governor and Council on June 25, 2008, item #55.

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

EXPLANATION

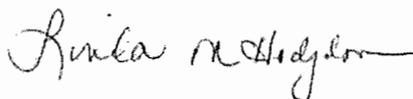
This contract amendment allows the State to obtain data circuits to interface with their legacy data equipment reducing the cost of network implementation. This amendment also reduces the performance bond to reflect the actual amount of data circuits being requested.

The original contract for data services was bid with the expectation that the State would replace its legacy data equipment and migrate to a more robust data networking environment. Due to budget restrictions, the State has decided to retain its legacy data equipment requiring different types of data circuits in order to continue to utilize their existing legacy equipment. In addition, the amount of demand for new data circuits is less than anticipated.

The contract amendment also reduces the performance bond to an amount that reflects the revised amount of data circuit purchases and corresponding risk. The original contract anticipated a risk of \$800,000 to replicate the network while the current demand for data circuits has reduced the risk to approximately \$360,000 at full implementation. In addition, the performance bond amount has been phased to reflect the phased transition of data circuits.

By amending this contract to procure the data circuits, the Department of Administrative Services is not extending the contract expiration date nor increasing the cost of the contract.

Respectfully Submitted,



Linda M. Hodgdon
Commissioner

**FIRST AMENDMENT
TO
CONTRACT NUMBER 216011
COMMUNICATIONS NETWORK SERVICES**

It is hereby agreed that Contract Number 216011 Communications Network Services approved by Governor & Executive Council on June 25, 2008, herein referred to as the "Agreement" between G4 Communications Corporation as "Contractor" and the Department of Administrative Services as "State" is amended as follows:

1. Insert the following paragraphs:

3.39.16 OC3 with Asynchronous Transfer Mode (ATM) Compatibility

Contractor shall provide ATM interface circuits over Optical Carrier level 3 (OC3) equipment. Service shall be available in the following wire centers and in premises where ILEC facilities are available: Concord, Suncook, Manchester, Nashua, Derry, Merrimack, Bedford, Salem, Portsmouth, Exeter, Hampton, Durham, Dover, Rochester, Farmington, Laconia, Meredith, Plymouth, Milford and Peterborough. Additional wire center locations may be added at any time.

3.39.17 Asymmetric Digital Subscriber Line (ADSL) with Frame Relay to ATM Service Internetworking (FRASI)

Contractor shall provide ADSL services, compatible with frame relay services, allowing data to flow from an ADSL circuit to a frame relay circuit. Contractor shall provide FRASI services allowing seamless operation of unified networks using frame relay and ATM service. Available down-load/upload KBps speeds shall include: 384/384, 768/768, 768/128, 1500/128, 3000/768, and 7000/800.

Available speed is determined by line quality and distance from wire centers. ADSL services are based on best-effort delivery. Service shall be available in the following wire centers and in premises where ILEC facilities are available: Concord, Suncook, Manchester, Nashua, Derry, Merrimack, Bedford, Salem, Portsmouth, Exeter, Hampton, Durham, Dover, Rochester, Farmington, Laconia, Meredith, Plymouth, Milford and Peterborough. Additional wire center locations may be added at any time.

3.39.18 ADSL with Internet Access

Contractor shall provide ADSL services with Internet Service Provider (ISP). Contractor shall provide service at down-load/upload KBps speeds of: 384/384, 768/768, 768/128, 1500/128, 3000/768, and 7000/800.

Available speed is determined by line quality and distance from wire centers. ADSL services are based on best-effort delivery. Service shall be available in the following wire centers and in premises where ILEC facilities are available: Concord, Suncook, Manchester, Nashua, Derry, Merrimack, Bedford, Salem, Portsmouth, Exeter, Hampton, Durham, Dover, Rochester, Farmington, Laconia, Meredith, Plymouth, Milford and Peterborough. Additional wire center locations may be added at any time.

3.39.19 Point to Point T1 Service

Contractor shall provide point to point T1 services based upon the geographic location of the central office wire center noted as Urban, Suburban or Rural. Contract Attachment B defines wire centers by municipality.

3.39.20 Switched T1 with PPP Service

Contractor shall provide switched T1 services utilizing Point-to-Point Protocol, allowing the transfer of data connectivity from one to one or more selected locations.

2. Delete paragraph 3.40 Contract Security /Performance Bond

Insert the following:

3.40 Contract Security / Performance Bond

The Contractor shall furnish the State with a performance bond or irrevocable letter of credit in graduated amounts based upon the value of the services provided to the State per the following table:

Minimum Security/Bond Value	Security/Bond Delivery Date
\$72,000	15 Days after Amendment Signature
\$144,000	Beginning of Phase 2 Deployment, February 8, 2010
\$216,000	Beginning of Phase 6 Deployment, March 8, 2010
\$288,000	Beginning of Phase 9 Deployment, March 29, 2010
\$360,000	Beginning of Phase 11 Deployment, June 7, 2010

The Value of the Security/Bond shall increase in \$72,000 increments as the value of services increase by \$72,000 increments. The value of the Security/Bond shall always exceed the Value of Services. The Value of Services are detailed in Attachment C.

The performance bond or irrevocable letter of credit shall be provided within fifteen (15) days of the Governor and Council approval of this Amendment. The Contractor shall bear the full expense of both the initial expense and the annual premiums for the performance bond or irrevocable letter of credit. If such is not provided, the Contract shall be terminated.

The performance bond or irrevocable letter of credit shall be in a form and substance satisfactory to the State. The performance bond or irrevocable letter of credit shall be maintained by the Contractor in full force and effect until conclusion of the Contract. The Contractor or any of its sureties shall not be released from their obligations under the performance bond or irrevocable letter of credit from any change or extension of time, or termination of this Contract.

The performance bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire. The performance bond shall contain the Contract number and dates of performance. The irrevocable letter of credit shall be issued by a bank or lending institution authorized by the New Hampshire Banking Commission to do business in the State of New Hampshire. The irrevocable letter of credit shall be made payable to the State of New Hampshire and shall contain the Contract number and dates of performance.

The performance bond or irrevocable letter of credit shall secure the performance of the Contractor under the Contract, including without limitation performance of the Services in accordance with the Contract, and shall secure any damages, cost or expenses resulting from the Contractor's default in performance of liability caused by the Contractor. Performance bond or irrevocable letter of credit proceeds may also be applied to the Contractor's liability for any Services to replace those terminated as a result of the Contractor's default. In addition to this State liability, the State may seek other remedies.

The State reserves the right to review the performance bond or irrevocable letter of credit and to require the Contractor to substitute a more acceptable performance bond or irrevocable letter of credit form(s) as the State deems necessary prior to acceptance of the performance bond or irrevocable letter of credit.

3. Insert the following paragraphs:

3.41 Facility Installation

State will work with the Contractor to allow the installation of additional facilities in the event of failed or lost facilities. All costs associated with the installation or restoration of facilities shall be borne by the Contractor. All such facilities shall be for the exclusive use of the Contractor in provisioning services for the State. The facilities shall not be shared with any other Contractor or subcontractor customer.

3.42 Work Plan Association

The project Work Plan as noted in paragraph 3.1.1 Project Work Plan and associated subsections shall be incorporated by reference. The Contract as amended shall take precedence over any conflicting terms and conditions included within the Work Plan document.

4. Delete item 4.18 Insurance, subparagraph 4.18.1.1

Insert the following

4.18.1.1 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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability per occurrence;

5. Insert the following Service Item Cost Components and Price into Exhibit A as follows:

SERVICE ITEM COST COMPONENT	PRICE
ADSL FRASI at Download/Upload Speed of 384/384 KBps Monthly	\$46.00
ADSL FRASI at Download/Upload Speed of 768/768 KBps Monthly	\$80.88
ADSL FRASI at Download/Upload Speed of 768/128 KBps Monthly	\$39.95
ADSL FRASI at Download/Upload Speed of 1500/128 KBps Monthly	\$43.00
ADSL FRASI at Download/Upload Speed of 3000/768 KBps Monthly	\$54.00
ADSL FRASI at Download/Upload speed of 7000/800 KBps Monthly	\$100.00
ADSL with ISP Service at Download/Upload Speed of 384/384 KBps Monthly	\$46.00
ADSL with ISP Service at Download/Upload Speed of 768/768 KBps Monthly	\$80.88

Contractor Initials *llc*
 Date: 12/1/09

SERVICE ITEM COST COMPONENT	PRICE
ADSL with ISP Service at Download/Upload Speed of 768/128 KBps Monthly	\$39.95
ADSL with ISP Service at Download/Upload Speed of 1500/128 KBps Monthly	\$43.00
ADSL with ISP Service at Download/Upload Speed of 3000/768 KBps Monthly	\$54.00
ADSL with ISP Service at Download/Upload Speed of 7000/800 KBps Monthly	\$100.00
ADSL with ISP Service at Download/Upload Speed of 10/1 MBps Monthly	\$59.95
ADSL with ISP Service Static IP Monthly	\$14.95
ADSL Installation after Incumbent Circuit Replacement Period, One Time Charge	\$60.00
T1 Point to Point Service, Urban Locations (See Attachment B) Monthly	\$400.00
T1 Point to Point Service, Suburban Locations (See Attachment B) Monthly	\$600.00
T1 Point to Point Service, Rural Locations (See Attachment B) Monthly	\$1000.00
ATM OC3 Service On Net or Off Net Monthly	\$4995.00
ATM OC3 Service On Net or Off Net Installation, One Time Charge	\$1995.00
ATM OC3 Service into 25 Capitol Street Monthly	\$3480.00
T1 Frame Relay On Net	\$300.00
T1 Frame Relay Off Net or Independent Operating Carrier	\$495.00
Switched T1 PPP On Net	\$300.00
Switched T1 PPP Off Net or Independent Operating Carrier	\$495.00

6. Insert Attachment B as follows:

ATTACHMENT B WIRE CENTER		
Wire Center	Density Zones	
	No.	Zone
ALSTEAD	3	Rural
ASHLAND	3	Rural
ATKINSON	2	Suburban
BARRINGTON	2	Suburban
BARTLETT	3	Rural
BEDFORD	2	Suburban
BELMONT	3	Rural
BERLIN	1	Urban
BETHLEHEM	3	Rural
BRISTOL	3	Rural
CAMPTON	3	Rural
CANAAN	3	Rural
CANDIA	3	Rural
CANTERBURY	3	Rural

**ATTACHMENT B
WIRE CENTER**

Wire Center	Density Zones	
	No.	Zone
CENTER HARBOR	3	Rural
CENTER OSSIPEE	3	Rural
CENTER SANDWICH	3	Rural
CHARLESTOWN	3	Rural
CLAREMONT	1	Urban
COLEBROOK	3	Rural
CONCORD	1	Urban
CONWAY	3	Rural
DANBURY	3	Rural
DEERFIELD	3	Rural
DERRY	2	Suburban
DOVER	2	Suburban
DUBLIN	3	Rural
DURHAM	1	Urban
ENFIELD	3	Rural
EPPING	3	Rural
EPSOM	3	Rural
ERROL	3	Rural
EXETER	2	Suburban
FARMINGTON	2	Suburban
FITZWILLIAM	3	Rural
FRANCONIA	3	Rural
FRANKLIN	2	Suburban
GLENDALE	2	Suburban
GOFFSTOWN	2	Suburban
GORHAM	3	Rural
GREENFIELD	3	Rural
GREENVILLE	3	Rural
GROVETON	3	Rural
HAMPSTEAD	2	Suburban
HAMPTON	2	Suburban
HANCOCK	3	Rural
HANOVER	2	Suburban
HARRISVILLE	3	Rural
HINSDALE	3	Rural
JACKSON	3	Rural
JAFFREY	2	Suburban
JEFFERSON	3	Rural
KEENE	2	Suburban
KINGSTON	2	Suburban
LACONIA	2	Suburban
LANCASTER	2	Suburban

Contractor Initials *SK*
Date: 12/11/09

**ATTACHMENT B
WIRE CENTER**

Wire Center	Density Zones	
	No.	Zone
LEBANON	2	Suburban
LISBON	3	Rural
LITTLETON	2	Suburban
LYME	3	Rural
MADISON	3	Rural
MANCHESTER	1	Urban
MARLBOROUGH	3	Rural
MARLOW	3	Rural
MEREDITH	3	Rural
MERRIMACK	2	Suburban
MILAN	3	Rural
MILFORD	2	Suburban
MILTON	3	Rural
MILTON MILLS	3	Rural
MOULTONBORO	3	Rural
NASHUA	1	Urban
NEW BOSTON	3	Rural
NEWMARKET	2	Suburban
NEWPORT	3	Rural
NORTH CONWAY	2	Suburban
NORTH HAVERHILL	3	Rural
NORTH STRATFORD	3	Rural
NORTH WOODSTOCK	3	Rural
NORTHWOOD	3	Rural
PELHAM	2	Suburban
PENACOOK	2	Suburban
PETERBOROUGH	2	Suburban
PIKE	3	Rural
PITTSBURG	3	Rural
PITTSFIELD	3	Rural
PLAISTOW	2	Suburban
PLYMOUTH	2	Suburban
PORTSMOUTH	1	Urban
RAYMOND	3	Rural
RINDGE	3	Rural
ROCHESTER	2	Suburban
RUMNEY	3	Rural
RYE BEACH	2	Suburban
S. NASHUA	1	Urban
SALEM	2	Suburban
SANBORNVILLE	3	Rural
SEABROOK	2	Suburban

**ATTACHMENT B
WIRE CENTER**

Wire Center	Density Zones	
	No.	Zone
SOMERSWORTH	1	Urban
SPOFFORD	3	Rural
SULLIVAN	3	Rural
SUNAPEE	3	Rural
SUNCOOK	2	Suburban
TAMWORTH	3	Rural
TILTON	2	Suburban
TROY	2	Suburban
TWIN MOUNTAIN	3	Rural
WALPOLE	3	Rural
WARREN	3	Rural
WATERVILLE VALLEY	2	Suburban
WEIRS	2	Suburban
WEST STEWARTSTOWN	3	Rural
WESTMORELAND	3	Rural
WHITEFIELD	3	Rural
WINCHESTER	3	Rural
WOLFEBORO	2	Suburban
WOODSVILLE	3	Rural

7. Insert Attachment C as follows:

**ATTACHMENT C
VALUE OF SERVICES ASSOCIATED WITH SECURITY**

SERVICE ITEM COST COMPONENT	SERVICE VALUE
Any 144K IDSL Xconnect	\$200.00
Any 270K SDSL Xconnect	\$1000.00
Any 400K SDSL Xconnect	\$1000.00
Any 530K SDSL Xconnect	\$1000.00
Any 780K SDSL Xconnect	\$1000.00
Any 1040K SDSL Xconnect	\$1000.00
Any 1550K SDSL Xconnect	\$1000.00
Any 2060K SDSL Xconnect	\$1000.00
Any 2320K SDSL Xconnect	\$2,000.00
Any 4500K SDSL Xconnect	\$2,000.00
Any 6000K SDSL Xconnect	\$3,000.00
8000K SDSL Xconnect	\$5,000.00
10000K SDSL Xconnect	\$5,000.00
10000K Plus SDSL Xconnect On Net - Additional Monthly per 1000 Kbps additional bandwidth	\$1000.00 per 1000 Kbps
Any 3000K T1 Xconnect	\$2000.00

**ATTACHMENT C
VALUE OF SERVICES ASSOCIATED WITH SECURITY**

SERVICE ITEM COST COMPONENT	SERVICE VALUE
Any 4500K T1 Xconnect	\$3000.00
Any 6000K T1 Xconnect	\$4000.00
Any 768K T1 Internet	\$1,000.00
Any 1500K T1 Internet	\$1,000.00
Any 3000K T1 Internet	\$2,000.00
Any 4500K T1 Internet	\$3,000.00
Any 6000K T1 Internet	\$4,000.00
56K Frame Relay	\$800.00
DS3 Xconnect ON-NET Monthly	\$5,000.00
DS3 Internet ON-NET Monthly	\$5,000.00
IDSL Switched Service	\$100.00
Any ADSL FRASI or Internet Service	\$100.00
T1 Point to Point Service, Urban Locations (See Attachment B) Monthly	\$1,200.00
T1 Point to Point Service, Suburban Locations (See Attachment B) Monthly	\$1,200.00
T1 Point to Point Service, Rural Locations (See Attachment B) Monthly	\$1,600.00
Any T1 Frame Relay or PPP Circuit	\$1000.00
Any ADSL FRASI or Internet Service	\$100.00
T1 Point to Point Service, Urban Locations (See Attachment B) Monthly	\$1000.00
T1 Point to Point Service, Suburban Locations (See Attachment B) Monthly	\$1000.00
T1 Point to Point Service, Rural Locations (See Attachment B) Monthly	\$1000.00
T1 Frame Relay On Net	\$1000.00
T1 Frame Relay Off Net or Independent Operating Carrier	\$1000.00
Switched T1 PPP On Net	\$1000.00
Switched T1 PPP Off Net or Independent Operating Carrier	\$1000.00
OC3 With Ethernet Handoff	\$6,000.00

8. All other provisions of the "Agreement", approved by Governor and Council on June 25, 2008 shall remain in full force and effect.

G4 COMMUNICATIONS, CORP.

By: [Signature]
Gent Cav, President
(Print Name)

Title: President

Date: 12/1/2009

NOTARY

On the 1st day of December, 2009,
There appeared before me, the state and county
foresaid a person who satisfactorily identified
himself as

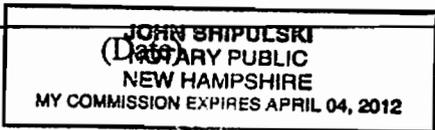
Gent Cav, President

And acknowledge that he executed this
document indicated above.

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

[Signature]
(Notary Public)

My commission expires:



STATE OF NEW HAMPSHIRE

By: [Signature]
Linda M. Hodgdon
(Print Name)

Title: Administrative Services Commissioner

Date: 12/24/09

**STATE OF NEW HAMPSHIRE
OFFICE OF THE ATTORNEY GENERAL**

By: [Signature]
Michael K. Brown
(Print Name)

Title: Sen. Assoc. Atty General

Date: 1/9/10

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

JAN 27 2010

, 2010.

Signed: [Signature]
(Print Name)

DEPUTY SECRETARY OF STATE

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

May 19, 2008

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of General Services, Telecommunication to enter into a contract with G4 Communications Corporation, Manchester, NH, (Vendor #116194), to obtain data network circuits for use by multiple State Agencies. The contract is effective upon Governor and Council approval and will terminate 60 months thereafter. Total amount of the contract is not to exceed \$15,000,000.

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

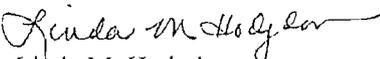
EXPLANATION

This contract will allow for the installation of new data network including Ethernet connectivity to the doorstep at multiple speed increments and higher speeds that are not available today. This will allow State offices to only pay for the data throughput that they require, and not purchase excess capability that is not necessary. Ethernet services will simplify existing network operations by allowing a true IP network configuration, simplifying service implementation and maintenance. Costs compared to current services will be reduced by approximately 8%, with an overall estimated cost reduction of \$199,229 per year. Additional savings will be achieved due to the elimination of installation fees for new circuits.

Bids were solicited from various communications network carriers with results as noted below. Awards were determined based on lowest service costs meeting all State requirements as indicated.

Vendor	Monthly Cost of Services
G4 Communications	\$189,559.00
Verizon	\$225,867.18
One Communications	\$316,405.90

Respectfully Submitted,


Linda M. Hodgdon
Commissioner

LMH/MC/dlr

TDD Access: Relay NH 1-800-735-2964



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

May 19, 2008

Mr. Richard C. Bailey, Jr.
Chief Information Officer
27 Hazen Drive
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of General Services, Telecommunication to enter into a five (5) year agreement with G4 Communications Corporation; One Sundial Avenue, Manchester, NH 03103, (Vendor 116194), to purchase data network circuits for use by multiple State Agencies. The contract is effective upon Governor and Council and will terminate 60 months thereafter. Total amount of the contract is not to exceed \$15,000,000.00.

EXPLANATION

The Department of Administrative Services requests approval to enter into a five year contract with G4 Communications Corporation to obtain data transport services. This contract is the culmination of RFB 787-07 Communications Network Services, released to vendors on April 25, 2007. Three acceptable proposals were received as a result of this solicitation. Each bid was used to price a typical month of service, with the following results:

Vendor	Monthly Cost of Services
G4 Communications	\$189,559.00
Verizon	\$225,867.18
One Communications	\$316,405.90

BENEFITS

This contract will allow the installation of a new data network including Ethernet connectivity to the doorstep at multiple speed increments and higher speeds that are not available today. This will allow State offices to only pay for the data throughput that they require, and not purchase excess capability that is not necessary. Ethernet services will simplify existing network operations by allowing a true IP network configuration, simplifying service implementation and maintenance. Costs compared to current services will be reduced, with an overall estimated cost reduction of \$199,229 per year. Additional savings will be noted due to new installations at no one time cost.

ALTERNATIVES

The alternative is to request a second extension to the current contract with FairPoint Communications, formerly Verizon of New England. The result would be a continuation of older network technology at a higher price.

Mr. Richard Bailey
May 19, 2008
Page 2

PRIOR RELATED ACTIONS

The prior Network Communications Services contract was awarded to Verizon New England, d/b/a Verizon New Hampshire on September 4, 2002, amended on November 10, 2004, August 3, 2005, and October 3, 2007. The contract includes voice, calling cards, legacy data, low speed data and high speed data service. The October 2, 2007 amendment extended the contract 36 months to allow for the award of replacement contracts and installation of replacement services. The contract was assigned to FairPoint Communications Inc. on November 29, 2007. The contract expires on October 9, 2010.

IMPACT ON OTHER STATE AGENCIES AND MUNICIPALITIES

The network circuits will benefit all State agencies allowing access to the shared State network, NH First resources, and interoffice resources, as well as internal office resources where agencies are located at multiple addresses. It will be of service and benefit only to those municipalities that connect to the State via an Internet Virtual Private Network (VPN) connection.

CONTACT PERSON

Dennis J. Leclerc
Business Systems Analyst
25 Capitol Street, Rm 409
Concord, NH 03301
Phone: (603) 271-2888
Fax: (603) 271-1115
Email: dennis.leclerc@nh.gov

Summary of Requested Action

Date of most recently approved SITP: October 21, 2005

SITP Initiative / Project Name: Operations and Maintenance: System Operations - Networking

SITP Initiative / Project Number: Not Available

Project Beginning Date: May 21, 2008 Project Ending Date: May 20, 2013
 Dates listed are approximate dates. Actual beginning and end dates will be the date of Governor and Executive Council award through 5 years thereafter.

A&E RID # _____

Requisition Information:

Vendor Name	Requisition Number	State contract (Y) or (N)
G4 Communications, Corporation		N

Funding Sources and Amounts:

	Object Code(s)	FY2009	FY2010	FY2011	FY2012	FY2013	TOTAL
STATE							
FEDERAL							
OTHER (Specify)	0221	\$2,500,000	\$3,000,000	\$3,100,000	\$3,200,000	\$3,200,000	\$15,000,000
TOTAL		\$2,500,000	\$3,000,000	\$3,100,000	\$3,200,000	\$3,200,000	\$15,000,000

Sources of OTHER Funding*

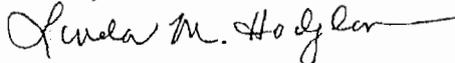
Source	Amount
Telecommunications Revolving Fund*	\$15,000,000

*Fund reimbursement shall be made via charge backs to individual agency expenditures, none of which shall be permitted unless there are sufficient funds in a specific PAU to cover the requested service.

CERTIFICATION

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

Respectfully submitted,


 Linda M. Hodgdon
 Commissioner

**CONTRACT
BY AND BETWEEN**

**State of New Hampshire
Department of Administrative Services**

And

G4 Communications Corp.

Contract No. 216011

Effective Date: Date of Governor and Executive Council Approval

Date of Termination: 60 Months from Effective Date

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
CONTRACT.....	4
1 DEFINITION OF TERMS	4
2 GENERAL CONDITIONS	7
2.1 Service Areas.....	7
2.2 Support and Installation.....	7
2.3 Licenses, Registrations and Permits	7
3 SCOPE OF SERVICES	8
3.1 Implementation.....	8
3.2 Telecommunications Service Request.....	10
3.3 Invoice Delivery Date.....	10
3.4 Contract Duration	10
3.5 Contractor Responsibility	10
3.6 Contractor Staff.....	10
3.7 Deliverables.....	13
3.8 Initial Installation.....	13
3.9 Equipment Buy-Out.....	13
3.10 Premise Access.....	14
3.11 Technology Updates.....	14
3.12 Quantity of Service.....	14
3.13 Duplicate Service.....	14
3.14 Transfer of Future Services	14
3.15 Dependability	14
3.16 Interfacing with Other Contractors.....	15
3.17 Travel Expenses.....	15
3.18 Shipping and Delivery Fee Exemption.....	15
3.19 State Agency Prior Authorization.....	15
3.20 State Agency Project/Status Meetings.....	15
3.21 Reports and Invoices	15
3.22 Transition Services	18
3.23 Facilities Management.....	19
3.24 Additional Growth/Service Orders.....	19
3.25 Single Point of Contact.....	19
3.26 Telecommunications Service Requests	19
3.27 Installation Standards	20
3.28 Maintenance/Service Hours.....	20
3.29 Service Technician Capabilities.....	20
3.30 Waste Materials and Cleanup	20
3.31 Contractor Provided Equipment	20
3.32 Compliance with Jurisdictional Authorities.....	21
3.33 General Network Management.....	21
3.34 Repair and Installation Services	21
3.35 System Security Requirements	23
3.36 Network Traffic Security.....	23
3.37 Remote Access to Repair, Move Adds and Changes Reporting.....	23
3.38 Warranties.....	23
3.39 Data Service Specifications	24
3.40 Contract Security / Performance Bond.....	30
4 STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS.....	30
4.1 Effective Date: Completion of Services	30
4.2 Conditional Nature of Contract	30
4.3 Contract Price : Limitation on Price Payment	31

4.4	Compliance by Contractor With Laws and Regulations Equal Employment Opportunity.....	31
4.5	Regulatory/Governmental Approvals.....	31
4.6	Personnel.....	31
4.7	Dispute Resolution.....	31
4.8	Termination For Default.....	32
4.9	Termination For Conflict of Interest.....	32
4.10	Termination Procedure.....	33
4.11	Force Majeure.....	33
4.12	Confidential Information (Contractor).....	33
4.13	Contractor's Relation to the State.....	34
4.14	Assignment, Delegation and Subcontracts.....	34
4.15	Indemnification.....	34
4.16	Limitation of Liability.....	35
4.17	State's Sovereign Immunity.....	35
4.18	Insurance.....	35
4.19	Notice.....	36
4.20	Amendment.....	36
4.21	Construction of Contract and Terms.....	36
4.22	Third Parties.....	36
4.23	Not a Joint Venture.....	36
4.24	Headings.....	36
4.25	Exhibits.....	36
4.26	Survival.....	36
4.27	Entire Contract.....	36
4.28	Non-Exclusive Contract.....	37
EXHIBIT A PRICES.....		38
APPENDIX A DATA SERVICE LOCATIONS.....		45
ATTACHMENT A SERVICE DATES.....		69

CONTRACT

This Contract is entered into by and between the state of New Hampshire, acting through the NH Department of Administrative Services (the "State") and G4 Communications, Inc., a New Hampshire corporation (the "Contractor") having its principal place of business at 1 Sundial Ave., Manchester, NH 03101.

1 DEFINITION OF TERMS

The following definitions shall apply to this Contract.

Active Equipment- Equipment or facilities that require battery or domestic power to operate.

Backbone - The main part of the Contractor communications network that connects primary nodes, a primary shared communications path that serves multiple users via multiplexing at designated jumping off points. This is inclusive of all facilities and equipment used to provide and connect switching services.

Central Office --(CO) The local switching office for the ILEC. The service provider obtains space within the CO from the ILEC, and builds facilities to terminate end-user subscriber circuits. Also known as a PoP (Point of Presence).

Circuit - The physical connection (or path) of channels, conductors, and equipment between two given points through which an electric current may be established. It includes both sending and receiving capabilities. A circuit can also be a network of circuit elements.

Competitive LEC (CLEC) - Competitive Local Exchange Carrier; LECs competing with ILECs for network service provisioning. CLECs may build their own networks or lease facilities from ILECs.

Contract - This agreement signed by the Contractor and State, inclusive of all terms and conditions.

CO - Local exchange Central Office; the LEC main facility termination location which houses switching equipment for the transport of communications services

Customer Premise Equipment (CPE) - State owned equipment located at individual state sites.

Cutover - The transfer of services from an incumbent contractor to the Contractor as listed on this Contract.

Cut Sheet - Documentation defining the installation of equipment, method of installing, manufacturer specifications and manufacturer definition of equipment.

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

Demarc - The point of interface (demarcation) that delineates State owned facilities and equipment from Contractor facilities and equipment. Demarcs shall be those currently established by the State inclusive of wiring blocks and jacks.

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

DID - Direct Inward Dial

DITM -Division of Information Technology Management.

DOD - Direct Outward Dial

Down Time - Period of time where services are not active and available to users.

DS1/ T1 - Digital Signal, level 1. This is also known as a T-1. This is a North American standard. T-1 is the original standard, developed by Bell Telephone Laboratories in the 1950s.

DS3/ T3 - Digital Signal, level 3. This is also known as a T-3. In North America, this is the equivalent of 28 T-1 channels, each operating at signaling rate of 1.544 Mbps.

DTMF - Dual Tone Modulated Frequency dial pad tones also known as Touch Tones® as generated from a common telephone.

Ethernet – A Local Area Network (LAN) standard officially known as IEEE 802.3. Ethernet and other LAN technologies are used for connecting computers, printers, workstations, terminals, servers, etc., within the same building or campus. Ethernet operates over twisted wire, coaxial wire, or fiber at speeds beginning at 10Mbps.

Existing Services at Cutover - All data communications services used by the State prior to circuit/service cutover date.

Hours - Continuous duration of time based on a 24-hour clock. Eastern Standard Time or active Eastern Daylight Savings Time.

ILEC – Incumbent Local Exchange Carrier. A dominant phone carrier within a geographic area as determined by the Federal Communications Commission (FCC). Section 252 of the Telecommunications Act of 1996 defines ILEC as a carrier that, as of the date of the enactment of the Act, provided local exchange service to a specific area. Verizon is the predominant ILEC in New Hampshire.

Incumbent - Provider of network services for the State prior to the initiation of this Contract.

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.

Information Technology (IT) – refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

Incumbent - Current State contractor.

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.

InterOffice Facilities (IOF) – The physical link or circuit acquired from the ILEC that provides a connection between ILEC Central Offices.

IP – Internet Protocol – Part of the TCP/IP family of protocols describing software that tracks the Internet address of nodes, routes outgoing messages, and recognizing incoming messages. Used in gateways to connect networks at OSI network level 3 and above.

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

ISP – Internet Service Provider – A contractor who provides access for customers to the Internet and the World Wide Web. The ISP also typically provides a core group of Internet utilities and services like e-mail.

IT – Information Technology – Refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

LAN – Local Area Network

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.

Local Exchanges - The telephone number exchanges that may be contacted (telephoned) through a LEC Central Office without incurring toll charges.

Local Loop - The local loop is the physical link or circuit, that connects from the demarcation point of the customer premises to the edge of the carrier's, or telecommunications service provider's, network in the Central Office (CO).

LPIC - Intra-LATA Primary Inter-exchange Carrier providing services within a single LATA. Currently the State of New Hampshire retains a single LATA. Throughout the duration of the Contract, this term shall include services within the geographic area of New Hampshire and any surrounding areas as are allowed local calling services provided by the ILEC.

Mbps - Million bits per second - Also know as megabits per second. When referring to the speed of a telecommunications, networking, or local area networking transmission facility (i.e. something that moves information), Mbps means Millions of bits per second. It is a measurement of speed indicating that one million bits of information travel past one point in the circuit in one second.

NTD - Network Termination Device - Also known as an NTE (Network Termination Equipment). The piece of equipment provided by the ISP, which terminates the subscriber line. The NTD/NTE most commonly denotes where the service provider's responsibilities end (or begin) relative to the end-user customer.

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

Off-Net - In terms of delivering a circuit to a service location, OFF-NET indicates that the ILEC's copper facilities are not directly connected to a G4-occupied Central Office, and therefore, in order to deliver service to a particular location, G4 must also acquire Inter-Office Facilities from the ILEC to extend the circuit from the location's serving Central Office to the nearest G4-occupied Central Office.

On-Net - In terms of delivering a circuit to a service location, ON-NET indicates that the ILEC's copper facilities are directly connected to a G4-occupied Central Office.

OSI - Open System Interconnection - An ISO standard for worldwide communications that defines a framework for implementing protocols in seven layers. Control is passed from one layer to the next, starting at the application layer in one station, and proceeding to the bottom layer, over the channel to the next station and back up the hierarchy.

Private WAN - A Wide Area network that is strictly built for use by the end-user, and does not contain access to the public Internet, thereby creating a secure, guaranteed connection between two or more sites.

Passive - Items of equipment or facilities that do not require battery or domestic power to operate.

PBX - Public Branch Exchange

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

RJ-45 - An eight-pin connector used for data transmission over standard telephone wire. That wire could be flat or twisted.

Replacement Services - Communications services provided to the State prior to the cutover date, of which the Contractor must provide replacement services.

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

RSA - Revised Statutes Annotated

SDSL - Symmetrical Digital Subscriber Line - SDSL is a proprietary version of symmetric DSL versions such as HSDL and HSDL2. SDSL technology offers digital bandwidth of up to 2.3 Mbps both ways (hence the term symmetrical) over a single twisted-pair copper phone line, over distances up to about 18,000 feet on an unrepeated basis.

SONET - (Synchronous Optical Network) is a standard for optical telecommunications transport formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute (ANSI), which sets industry standards in the U.S. for telecommunications and other industries. The comprehensive

SONET standard is expected to provide the transport infrastructure for worldwide telecommunications for at least the next two or three decades.

Specifications – Written specification and general requirements set forth in the Contract.

State Facility - Any State occupied structure or location, inclusive of leased, rented or owned facilities and locations.

Technology - The methods, procedures and associated equipment used to provide service.

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.

VoIP – Voice over Internet Protocol – The technology used to transmit voice conversations over a data network using IP. Such data network may be the Internet or corporate Private WAN.

WAN – Wide Area Network – A public voice or data network that extends beyond the metropolitan area. A LAN generally is confined to a building or campus environment, and is owned by the end user organization. A WAN extends farther, perhaps internationally.

WIC – Wide area network Interface Card; Vendor installed equipment which shall allow the interface of Ethernet based services to State switches or routers. The interface shall become property of the State 12 months after installation.

Work 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.

Xconnect – A trademarked service provided by G4 Communications that describes a Private WAN service.

2 GENERAL CONDITIONS

The Contractor agrees to install and maintain a variety of communication network data services in replacement of incumbent contractor services utilizing existing and/or alternative technologies. Data Services are those services used to support computer networks inclusive of point to point and switched services provided by current technology. Inclusive are frame relay, Ethernet to the doorstep, Asynchronous Transfer Mode (ATM), MultiProtocol Label Switching (MPLS) and Digital Subscriber Loop (DSL) operations.

2.1 Service Areas

Services must include at a minimum, 85% of geographic New Hampshire and all locations identified in Appendix A: Service Locations.

2.2 Support and Installation

Contractor shall be responsible for all services including network configuration and development associated with the implementation of Contract requirements. The Contractor shall be responsible for overall support and coordination, analyzing and defining network requirements, configuring the network, migrating from existing services, interfacing/integrating with existing Agency equipment and systems, providing user training, testing, and system support services. The Contractor shall be responsible for ensuring that all services are successfully implemented in the State's equipment environment.

2.3 Licenses, Registrations and Permits

Contractor must 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. In addition, all Contractor manufacturer and industry certifications must be kept current, with personnel maintaining training updates as

required for certification for the duration of the Contract.

The Contractor shall take responsibility for providing the State with the best overall functional and cost effective communications network services. The Contractor shall also be responsible for providing software for operations programming or access to Contractor systems managing the network, invoicing and related services. (If necessary, the Contractors shall be required to provide software licensing, support, and maintenance, and software warranties for all other software.)

3 SCOPE OF SERVICES

3.1 Implementation

The Contractor shall install all services within six (6) months of State acceptance of project work plan as identified in 3.1.1 Project Work Plan. Six (6) month term shall include a 30 day trial for each circuit as noted in item 3.22.7 Final Acceptance of Installation. The Contractor must insure that communications continue uninterrupted throughout the network conversion.

The initial installation of up to 11 circuits including one host circuit as a test bed for further installations shall be completed 30 days prior to any additional service installations. The 30 day test must be fully successful in order to allow future installations. The Contractor shall follow the direction of the State in scheduling and modifying installation plans at any time, with special consideration made during and after the test bed operations. For the purpose of this document, successful shall be defined as a 99.9% success rate in the ability to pass traffic at the defined circuit transfer rate inclusive of circuit overhead.

The Contractor must meet the Service Dates noted in ATTACHMENT A.

3.1.1 Project Work Plan

A general work plan shall be provided by the Contractor specifying each service provided, time frame for service installation, coordination requirements and general installation guidelines. The Contractor shall modify the work plan as required by the State.

The Work Plan shall provide detailed information, including without limitation, deliverables, tasks, critical events, date of circuit transfer, relative times of circuit transfers (morning, afternoon, evening, etc.), and resource requirements. The schedule will not be subject to change as a result of time required by Contractor to correct deficiencies without the State's prior written approval. Any updates to the schedule shall be subject to written approval by the State. In the event of a change to the Work Plan, unless the State's agrees in writing, the Contractor shall not be relieved of liability, including liquidated damages, arising from its failure to perform its obligations under the Contract. All Work Plan dates may be extended by the State at any time prior to circuit/service installation.

3.1.1.1 Work Plan Acceptance

The Contractor shall submit a preliminary Work Plan. The parties shall mutually agree, in writing upon the initial Work Plan within thirty (30) Business Days from Notice to Proceed. If the State and the Contractor are not able to agree on a work plan, the State shall have the right to provide written 30 day notice and terminate the contract. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies and the resources that would lead and/or participate on each task.

3.1.1.2 Work Plan Updates

During the installation of the initial circuits, the Contractor shall update the Work Plan as necessary, but no less than every week. Any updates to the Work Plan shall require the prior written approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Contractor from liability to the State for any damages resulting from the Contractor's failure to perform its obligations under the Contract, including without limitation, in accordance with the Schedule.

In the event of a delay in the Schedule, the Contractor must immediately notify the State in writing. The written notification must identify the nature of the delay, i.e., specific actions or inactions of the Contractor or

AC
Vendor
6/3/08
Date

CMH
State
6/5/08
Date

State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day to day basis to the extent that the delay is not the result of the Contractor not fulfilling its obligations under the Contract.

3.1.2 Project Kick-Off Meeting

The Contractor shall host a kick-off meeting, with selected State department representatives to announce the Contract award and define the services provided. The Contractor must provide summary literature outlining service changes, responsible Contractor individuals, contact information and project timeframes. The Contractor must be prepared to answer department questions and set up appointments to meet with such personnel, if necessary. Meetings shall take place in Concord during standard State working hours.

3.1.3 Deployment Plan

Deployment plan listing all sites, installation methodology, time to install per site, installation completion date and acceptance test date shall be delivered prior to any site installation. Deployment plan shall include escalation procedures to address inadequate service during, and following, implementation of service. Escalation procedures must denote all levels of management personnel for each level of escalation (titles/positions in place of specific individual names is acceptable); methods by which escalation is initiated and conducted; and criteria for escalation at each level.

The State shall prioritize service delivery schedule based on site location.

The Contractor shall provide a detailed account to the State, on a site-by-site basis, of the work performed, circuits installed, problems encountered and occurrence of completion. No installation shall be considered complete if service problems occur, installations do not meet required standards and codes, or not all required services at a site are complete and fully functional.

3.1.4 Phase End Documents

The Contractor shall maintain a complete set of documentation associated with each circuit, and present it to the State as an end of phase service deployment. All such documentation shall be provided on and computerized file copy. The Contractor shall provide accurate database tables compatible with MS Access or SQL to the State, inclusive of State Department name, circuit location address, physical in building location, contact names, contact telephone numbers, existing services and associated telephone/circuit numbers, replacement circuit numbers, quantity of services and associated costs. The Contractor shall maintain such list throughout the duration of the contract, and provide updates as requested by the State.

3.1.5 Periodic Site Review

During each phase of the project, the State shall select specific sites for service verification based upon the State's prior site review and findings. Any or all sites may be reviewed. Contractor attendance at each site will be solely at the discretion of the State. The Contractor must adhere to the State's request for attendance within 48 hours of notice. Contractor shall maintain a complete report including all sites installed, tested and accepted as meeting service requirements, including those sites with completed site reviews.

3.1.6 Final Documents

Complete documents listing all services, sites and related material required for the continued support of services including service outage reporting, service verification and future replacement service must be delivered prior to final network acceptance and maintained throughout the duration of the Contract.

3.1.7 Maintenance Test Plans

Complete maintenance test plan required to ensure continued operation of Contractor services to the quality of service test parameters.

3.2 Telecommunications Service Request

Individual circuit installations requirements may change during initial installation or thereafter. All changes shall be made in writing on a Telecommunications Service Request form and require acceptance by the State prior to initiation. Only the State Department of Administrative Services Telecommunications Section is authorized to provide requests to Contractors. Contractors shall not accept requests from any other entity.

3.3 Invoice Delivery Date

Invoices shall be delivered to the State 20 days after the end of the billing month and every 30 days thereafter throughout the duration of the Contract.

3.4 Contract Duration

Contract shall begin upon acceptance and approval of Governor and Executive Council, and terminate 60 months thereafter. The Contract may be extended for additional periods under the same terms and conditions upon approval of the State Governor and Executive Council.

3.5 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, analyzing network improvements, configuring the network, migrating from existing legacy systems (if necessary), interfacing/integrating with Agency legacy systems, providing user training, testing, and network support services.

3.6 Contractor Staff

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

3.6.1 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 must 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 must 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's approval process may include, at the State's discretion, review of the proposed Manager's resume and qualifications, reference and background checks, and an interview. The State reserves the right to require removal or reassignment of the Project Manager if found unacceptable to the State. The State shall allow the Contractor up to 5 business days to effect the change. During such time the State may preclude the Project Manager from access to State premise or contact with specific State employees.

Any changes of the Project Manager shall require prior written justification submitted by the Contractor, and prior written approval of the State. State approvals for replacement of the Project Manager will not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Project Manager being replaced, and shall be subject to the provisions of this Contract.

Notwithstanding any provision in this Contract, the State shall have the option to terminate the Contract, at its discretion, if the Contractor fails to assign a Project Manager meeting the requirements of the Contract.

3.6.2 Project Staff

The Contractor shall assign and identify key "Project Staff". Any changes to the Contractor's Project Staff shall require the prior written justification submitted by the Contractor, and prior written approval of the State. State approvals for changes in the Project Staff shall not be unreasonably withheld. Replacement Project Staff shall have comparable or greater skills with regard to performance of the project as the staff

being replaced and shall be subject to the provisions of the Contract.

The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

The State may conduct reference and background checks on the Contractor's Project Staff. The State reserves the right to reject the Contractor's Project Staff as a result of such reference checks.

Any reference checks and background checks conducted by the State shall be conducted in accordance with the laws and regulations applicable to the State. The results will be subject to confidentiality provisions as set forth in section 4.12 Confidential Information (Contractor) of the Contract.

Contractor must provide a primary contracting officer for all services provided to the State. In addition, a single Contractor Project Manager shall be provided, who is responsible to ensure the installation and continued operation of all Contractor services in conjunction with key Contractor-proposed staff. The Project Manager will work closely with the State. Qualifications for the Contractor's Project Manager shall include five (5) years of information technology and telecommunications experience including three (3) years of project management experience on complex telecommunications networks wherein responsibilities included systems analysis, development, maintenance, enhancement, and implementation.

The Project Manager shall function as the Contractor's authorized representative for all management and administrative matters; make binding decisions for the Contractor pursuant to the Contract; and act as a liaison with the primary State contact.

3.6.3 Contractor Account Management

The Contractor single point of contact for the State must be provided with a team of Contractor representatives to work in conjunction with the State and any State Contractor regarding the interface of any and all Contractor or State provided and supported equipment. The Contractor must maintain an account team meeting the following characteristics.

3.6.4 Account General Management

General account management responsible to review Contract requirements and ensure that all terms and conditions are enforced.

3.6.5 Account Technical Management

General network management responsible to ensure continued network operations and coordinate service installations, moves, and changes. Management shall include weekly reporting of activities and quantification of requested services.

3.6.6 Sales Engineering

Pre-order support staff, knowledgeable in service engineering consulting, are required for each service proposed. Engineers shall evaluate State initiatives and consult with the State to best determine suitability and adaptation of Contractor services to meet those needs. Inclusive shall be engineering support for the interface and compatibility of Contractor or State owned devices and interaction with alternate Contractors supporting State initiatives. Engineers shall review services to determine improved methods of operation through new technology, convergence, alternate routing, network back up or other improvements. Daily Quality of Service (QoS) reviews and summary reporting shall be maintained by such staff. Sales Engineers shall provide detailed itemized quotes for all services when requested of State.

3.6.7 Order Provisioning

Order provisioning personnel for the acceptance of State service and repair requests. Personnel must be completely aware of Contractor services, and fully capable of relating such services to State needs. The Contractor must 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.

Order provisioning shall consist of the acceptance of State generated Telecommunications Service Request (TSR's) or repairs defining requested services. The Contractor shall determine additional service definitions by contacting State site representatives and or alternate State contractors. Installation due dates, service progress and past dated services will be reported to the State daily. The Contractor must provide confirmation of requested due date or anticipated due date within three days of transmission of TSR by the State.

3.6.8 Installation Support

Installation Support shall consist of the end-to-end connectivity, turn-up and operation verification of all services provided by the Contractor. Inclusive are interface equipment installation (technology conversion equipment, WIC cards, DSL modems, etc.), technical support for State or provided interface, connection of interface devices, and interaction with alternate contractors supporting State initiatives.

The Contractor must provide personnel to install services at all State facilities. Installers shall arrive on site fully equipped to perform the installation duties required. "Fully Equipped" is defined as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation without requiring the State to supply such items.

3.6.9 Pre-Installation and Post-Installation Technical Support

Contractor shall provide technical support personnel qualified to define specific technical order requirements, inclusive of circuit features, protocol, interfacing State Customer Premise Equipment (CPE), and operation or transmission variables. The representative must be trained in conducting site visits to ensure proper installation and provisioning. Personnel must maintain equipment manufacturer and BICSI certification.

Post Installation Support personnel must be trained in the continued operational support of all services provided by the Contractor. Inclusive are individual circuit definitions, record keeping, identification of circuit locations, identification of circuit operations, interface with other contractors in support of State operations, trouble reporting of problem circuits, repair of Contractor provided services and progress reporting of repair initiatives.

3.6.10 Invoicing Service Support

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

3.6.11 Account Team Access

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

3.6.12 Status of Contractor Employees and Subcontractors

Contractor employees and subcontractors shall in all respects be independent of the State and in no way considered employees of the State.

3.6.13 Contractor Employee Reassignment

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

3.6.14 Picture ID

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

3.7 Deliverables

The State's review of all Deliverables shall be in accordance with the time periods set forth in the Work Plan. For each failure, the Acceptance Period shall be extended at least one time, and thereafter may be extended, at the option of the State, by the corresponding time required to correct any deficiency, retest or review, as applicable, provided however, that the Contractor shall not be obligated to continue performance if it reasonably believes that it cannot correct the Deficiency, in which case it shall promptly notify the State thereof and the State may immediately declare Contractor in Default and avail itself of the remedies available to it in law and in equity.

3.8 Initial Installation

Services provided as replacement of incumbent services must be installed, passed a 30 day trial test period tested and be fully functional prior to billing. No bulk one time installation charges shall be paid to the Contractor for the installation, maintenance or other associated charges for circuits and services installed as replacement of services used by the State prior to the cutover date.

3.8.1 Compatible Services

The Contractor shall provision fully compatible services as those provided prior to cutover using same or better technology.

3.8.2 Initial Installation and Follow-up Services

The Contractor shall provide all services in a "turn key" fashion, providing all programming for replacement services and ongoing programming for new installations, service relocations and functional changes. Contractor shall work with the State to define the needs for circuit location, features, programming and functionality. The State shall not be responsible to perform actual programming. The State shall be provided the means to program services on a secondary basis, with the Contractor being the primary programming service provider.

Contractor shall assist in the remote configuration of State equipment by either of the following two methods: (a) Providing "remote hands", with a Contractor technician performing keystroke operation as directed by a State engineer or, (b) by attaching a modem to the serial port of the router and the modem to a wireless or land telephone line, allowing State personnel to call into the modem and modification router configurations. The State shall determine the preferred method of operation.

3.8.3 Premises-based Termination Equipment

The Contractor shall provide network termination equipment to be installed with the network services. All termination equipment provided by the Contractor must work in conjunction with, and enhance the performance of, network services while interfacing to existing State equipment. Contractor termination equipment consists of any bridges, gateways, routers or other equipment necessary to provide interface conversions. Acceptance of the network termination equipment will be at the sole discretion of the State.

When alternate technology is provided by the Contractor proves to be incompatible with State equipment, the Contractor must include interface equipment with their installation. The net effect on the end user must be that they are delivered a service which operates similar to previous services.

3.8.4 Space Allocation

Space allocation at each site is limited. The Contractor must utilize existing space provided for equipment. The Contractor must cross connect and interface to existing building station and riser cabling to ensure proper operation of equipment jack or block interfaces. At all times, for the installation of any and all equipment, the Contractor must maintain building historical significance. At no time shall the historical perspective of the buildings be disfigured.

3.9 Equipment Buy-Out

All installed passive equipment including hardware, cable, patch panels and racks installed by the Contractor

shall become property of the State at the termination of the Contract. WAN Interface Cards (WIC) shall become property of the State after the 12 month replacement warranty provided by the Contractor. The Contractor shall provide an equipment buy-out cost for all other active equipment installed at State locations at the termination of the Contract, on a per location basis for all active equipment (exclusive of WICs) installed and owned by the Contractor. The State, at its sole discretion, shall determine whether to purchase any, some or all such equipment at each service location.

If the State fails to accept a buy-out of equipment at the termination of the Contract, the Contractor shall remove each item of active equipment at no additional cost to the State.

3.10 Premise Access

Contractor will be granted access to state offices during standard State work hours and other times when installation, repair and maintenance projects require alternated timeframes. Contractors must request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations as defined by the State. The Contractor is highly encouraged to perform all installation and maintenance during normal State working hours when possible.

3.11 Technology Updates

It is recognized that technology will change during the term of the Contract. The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor may not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a Contractor customer. The Contractor shall continue the availability of all services and technologies unless otherwise directed by the State.

3.12 Quantity of Service

The State shall determine the quantity required of any service offered by the Contractor, but the Contractor shall be responsible to make recommendations as to the technical requirements and service needs. Contractor shall survey each site and provide updates for the State database of services at each state address. Contractor shall provide such to the State along with monthly updates. Services may be converted from one technology to another with no termination charges. Implementation of new technology resulting in lower costs or reduced circuit and service requirements shall not result in termination charges.

3.13 Duplicate Service

During the cut-over of incumbent services, Contractor shall provide duplicate service of same fit, form and function of incumbent services to ensure State offices are not without service. Exceptions shall be made if any of the following occur:

Contractor services require copper based facilities from the incumbent Contractor and required cable pairs are not available, but Contractor arranges with the incumbent to retain existing services, and no physical transfer occurs. State retains uninterrupted service;

Contractor equipment fails and cannot be made active prior to cut-over date, but Contractor arranges with the incumbent to retain existing services, and no physical transfer occurs. State retains uninterrupted service.

In all cases, Contractor prices as quoted within shall remain firm.

3.14 Transfer of Future Services

The Contractor must 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.

3.15 Dependability

All services must be maintained at a 99.9% dependability factor, reflecting that any individual, circuit or service is available for use 99.9% of the time based upon a 30 day time period. If a circuit or 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.

3.15.1 Service Termination

In the event that any service experiences a 10% or more dependability failure rate (10% of all services or circuits become unavailable per the 99.9% up time dependability rate) for a 7 consecutive day 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 available under the Contract.

3.15.2 Priority Restoration

Contractor must maintain a list of data circuits that shall obtain priority restoration services in the event of a major catastrophe. The State shall provide the list to be considered as disaster recovery circuits receiving repair services prior to all others.

3.16 Interfacing with Other Contractors

During and after installation, Contractors must contact alternate State contractors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Contractors must 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 within this document.

3.17 Travel Expenses

No travel expenses will be paid by the State

3.18 Shipping and Delivery Fee Exemption

No shipping or delivery fees will be paid by the State.

3.19 State Agency Prior Authorization

The Contractor must obtain approval from the Department before installing or utilizing any automated tools or software packages on networks provided to the State.

3.20 State Agency Project/Status Meetings

The Contractor must participate in project and/or status meetings with the information technology professionals from the using agency, during the term of the Contract, as required by the State Agency. It is anticipated that the beginning of the project will require, at a minimum, biweekly project/status meetings.

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

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

3.21 Reports and Invoices

Contractor must provide monthly invoices and routine reports as defined below.

3.21.1 Format

All reports and invoices must be provided on printed paper and electronically on electronic CD computer media or electronically downloadable through the internet from a secure Contractor provided web site. All

files whether derived from CD or downloaded, shall be in Open DataBase Compliant (ODBC) non-restricted ASCII format. ("Adobe" .pdf files are not acceptable.) Bills shall include any and all costs, itemized per circuit. Service definitions (voice, 56K data, 1.544M frame relay, etc.) along with circuit capabilities for each circuit type must be included in the record for each circuit. Circuit costs must be accurately listed including fixed monthly costs and usage (toll) costs. Reports must include normalized data in a format acceptable to the State.

3.21.2 Corrective Data and Cut Sheets

The Contractor shall provide any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of each job by State Telecommunications Service Request (TSR) number or State repair order number. Such shall be E-mailed to the State on a daily basis. Contractor shall provide cut sheets for all active and passive equipment supplied to the State. Unless specified otherwise, all reports required within shall be due on the day of the period specified (Monday following week for weekly reports, first day of the month for monthly reports).

3.21.3 Itemized Invoice

Invoicing shall include the costs of all Contractor-provided services. It is the responsibility of the Contractor

**CONTRACT
BY AND BETWEEN**

**State of New Hampshire
Department of Administrative Services**

And

G4 Communications Corp.

Contract No. 216011

Effective Date: Date of Governor and Executive Council Approval

Date of Termination: 60 Months from Effective Date

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
CONTRACT.....	4
1 DEFINITION OF TERMS	4
2 GENERAL CONDITIONS	7
2.1 Service Areas.....	7
2.2 Support and Installation.....	7
2.3 Licenses, Registrations and Permits	7
3 SCOPE OF SERVICES.....	8
3.1 Implementation.....	8
3.2 Telecommunications Service Request.....	10
3.3 Invoice Delivery Date.....	10
3.4 Contract Duration	10
3.5 Contractor Responsibility	10
3.6 Contractor Staff	10
3.7 Deliverables.....	13
3.8 Initial Installation.....	13
3.9 Equipment Buy-Out.....	13
3.10 Premise Access.....	14
3.11 Technology Updates.....	14
3.12 Quantity of Service.....	14
3.13 Duplicate Service.....	14
3.14 Transfer of Future Services	14
3.15 Dependability	14
3.16 Interfacing with Other Contractors.....	15
3.17 Travel Expenses.....	15
3.18 Shipping and Delivery Fee Exemption.....	15
3.19 State Agency Prior Authorization.....	15
3.20 State Agency Project/Status Meetings.....	15
3.21 Reports and Invoices	15
3.22 Transition Services	18
3.23 Facilities Management.....	19
3.24 Additional Growth/Service Orders	19
3.25 Single Point of Contact.....	19
3.26 Telecommunications Service Requests	19
3.27 Installation Standards	20
3.28 Maintenance/Service Hours.....	20
3.29 Service Technician Capabilities.....	20
3.30 Waste Materials and Cleanup	20
3.31 Contractor Provided Equipment	20
3.32 Compliance with Jurisdictional Authorities.....	21
3.33 General Network Management.....	21
3.34 Repair and Installation Services	21
3.35 System Security Requirements	23
3.36 Network Traffic Security.....	23
3.37 Remote Access to Repair, Move Adds and Changes Reporting.....	23
3.38 Warranties.....	23
3.39 Data Service Specifications	24
3.40 Contract Security / Performance Bond	30
4 STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS.....	30
4.1 Effective Date: Completion of Services	30
4.2 Conditional Nature of Contract	30
4.3 Contract Price : Limitation on Price Payment	31

4.4	Compliance by Contractor With Laws and Regulations Equal Employment Opportunity.....	31
4.5	Regulatory/Governmental Approvals.....	31
4.6	Personnel.....	31
4.7	Dispute Resolution.....	31
4.8	Termination For Default.....	32
4.9	Termination For Conflict of Interest.....	32
4.10	Termination Procedure.....	33
4.11	Force Majeure.....	33
4.12	Confidential Information (Contractor).....	33
4.13	Contractor's Relation to the State.....	34
4.14	Assignment, Delegation and Subcontracts.....	34
4.15	Indemnification.....	34
4.16	Limitation of Liability.....	35
4.17	State's Sovereign Immunity.....	35
4.18	Insurance.....	35
4.19	Notice.....	36
4.20	Amendment.....	36
4.21	Construction of Contract and Terms.....	36
4.22	Third Parties.....	36
4.23	Not a Joint Venture.....	36
4.24	Headings.....	36
4.25	Exhibits.....	36
4.26	Survival.....	36
4.27	Entire Contract.....	36
4.28	Non-Exclusive Contract.....	37
EXHIBIT A PRICES.....		38
APPENDIX A DATA SERVICE LOCATIONS.....		45
ATTACHMENT A SERVICE DATES.....		69

CONTRACT

This Contract is entered into by and between the state of New Hampshire, acting through the NH Department of Administrative Services (the "State") and G4 Communications, Inc., a New Hampshire corporation (the "Contractor") having its principal place of business at 1 Sundial Ave., Manchester, NH 03101.

1 DEFINITION OF TERMS

The following definitions shall apply to this Contract.

Active Equipment- Equipment or facilities that require battery or domestic power to operate.

Backbone - The main part of the Contractor communications network that connects primary nodes, a primary shared communications path that serves multiple users via multiplexing at designated jumping off points. This is inclusive of all facilities and equipment used to provide and connect switching services.

Central Office --(CO) The local switching office for the ILEC. The service provider obtains space within the CO from the ILEC, and builds facilities to terminate end-user subscriber circuits. Also known as a PoP (Point of Presence).

Circuit - The physical connection (or path) of channels, conductors, and equipment between two given points through which an electric current may be established. It includes both sending and receiving capabilities. A circuit can also be a network of circuit elements.

Competitive LEC (CLEC) - Competitive Local Exchange Carrier; LECs competing with ILECs for network service provisioning. CLECs may build their own networks or lease facilities from ILECs.

Contract - This agreement signed by the Contractor and State, inclusive of all terms and conditions.

CO - Local exchange Central Office; the LEC main facility termination location which houses switching equipment for the transport of communications services

Customer Premise Equipment (CPE) - State owned equipment located at individual state sites.

Cutover - The transfer of services from an incumbent contractor to the Contractor as listed on this Contract.

Cut Sheet - Documentation defining the installation of equipment, method of installing, manufacturer specifications and manufacturer definition of equipment.

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

Demarc - The point of interface (demarcation) that delineates State owned facilities and equipment from Contractor facilities and equipment. Demarcs shall be those currently established by the State inclusive of wiring blocks and jacks.

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

DID - Direct Inward Dial

DITM - Division of Information Technology Management.

DOD - Direct Outward Dial

Down Time - Period of time where services are not active and available to users.

DS1/ T1 - Digital Signal, level 1. This is also known as a T-1. This is a North American standard. T-1 is the original standard, developed by Bell Telephone Laboratories in the 1950s.

DS3/ T3 - Digital Signal, level 3. This is also known as a T-3. In North America, this is the equivalent of 28 T-1 channels, each operating at signaling rate of 1.544 Mbps.

DTMF - Dual Tone Modulated Frequency dial pad tones also known as Touch Tones® as generated from a common telephone.

Ethernet – A Local Area Network (LAN) standard officially known as IEEE 802.3. Ethernet and other LAN technologies are used for connecting computers, printers, workstations, terminals, servers, etc., within the same building or campus. Ethernet operates over twisted wire, coaxial wire, or fiber at speeds beginning at 10Mbps.

Existing Services at Cutover - All data communications services used by the State prior to circuit/service cutover date.

Hours - Continuous duration of time based on a 24-hour clock. Eastern Standard Time or active Eastern Daylight Savings Time.

ILEC – Incumbent Local Exchange Carrier. A dominant phone carrier within a geographic area as determined by the Federal Communications Commission (FCC). Section 252 of the Telecommunications Act of 1996 defines ILEC as a carrier that, as of the date of the enactment of the Act, provided local exchange service to a specific area. Verizon is the predominant ILEC in New Hampshire.

Incumbent - Provider of network services for the State prior to the initiation of this Contract.

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.

Information Technology (IT) – refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

Incumbent - Current State contractor.

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.

Inter-Office Facilities (IOF) – The physical link or circuit acquired from the ILEC that provides a connection between ILEC Central Offices.

IP – Internet Protocol – Part of the TCP/IP family of protocols describing software that tracks the Internet address of nodes, routes outgoing messages, and recognizing incoming messages. Used in gateways to connect networks at OSI network level 3 and above.

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

ISP – Internet Service Provider – A contractor who provides access for customers to the Internet and the World Wide Web. The ISP also typically provides a core group of Internet utilities and services like e-mail.

IT – Information Technology – Refers to the tools and processed used for gathering, storing, manipulating, transmitting, sharing, and sensing information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

LAN – Local Area Network

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.

Local Exchanges - The telephone number exchanges that may be contacted (telephoned) through a LEC Central Office without incurring toll charges.

- Local Loop** - The local loop is the physical link or circuit, that connects from the demarcation point of the customer premises to the edge of the carrier's, or telecommunications service provider's, network in the Central Office (CO).
- LPIC** - Intra-LATA Primary Inter-exchange Carrier providing services within a single LATA. Currently the State of New Hampshire retains a single LATA. Throughout the duration of the Contract, this term shall include services within the geographic area of New Hampshire and any surrounding areas as are allowed local calling services provided by the ILEC.
- Mbps** - Million bits per second - Also know as megabits per second. When referring to the speed of a telecommunications, networking, or local area networking transmission facility (i.e. something that moves information), Mbps means Millions of bits per second. It is a measurement of speed indicating that one million bits of information travel past one point in the circuit in one second.
- NTD** - Network Termination Device - Also known as an NTE (Network Termination Equipment). The piece of equipment provided by the ISP, which terminates the subscriber line. The NTD/NTE most commonly denotes where the service provider's responsibilities end (or begin) relative to the end-user customer.
- Non-Work Day** - Any period of time outside of the State defined Work Day.
- Off-Net** - In terms of delivering a circuit to a service location, OFF-NET indicates that the ILEC's copper facilities are not directly connected to a G4-occupied Central Office, and therefore, in order to deliver service to a particular location, G4 must also acquire Inter-Office Facilities from the ILEC to extend the circuit from the location's serving Central Office to the nearest G4-occupied Central Office.
- On-Net** - In terms of delivering a circuit to a service location, ON-NET indicates that the ILEC's copper facilities are directly connected to a G4-occupied Central Office.
- OSI** - Open System Interconnection - An ISO standard for worldwide communications that defines a framework for implementing protocols in seven layers. Control is passed from one layer to the next, starting at the application layer in one station, and proceeding to the bottom layer, over the channel to the next station and back up the hierarchy.
- Private WAN** - A Wide Area network that is strictly built for use by the end-user, and does not contain access to the public Internet, thereby creating a secure, guaranteed connection between two or more sites.
- Passive** - Items of equipment or facilities that do not require battery or domestic power to operate.
- PBX** - Public Branch Exchange
- Premises** - A leased or owned State office location requiring service from the Contractor.
- RJ-45** - An eight-pin connector used for data transmission over standard telephone wire. That wire could be flat or twisted.
- Replacement Services** - Communications services provided to the State prior to the cutover date, of which the Contractor must provide replacement services.
- Repairs** - Services initiated through trouble reports to Contractors regarding installed service malfunctions and resulting corrections.
- RSA** - Revised Statutes Annotated
- SDSL** - Symmetrical Digital Subscriber Line - SDSL is a proprietary version of symmetric DSL versions such as HSDL and HSDL2. SDSL technology offers digital bandwidth of up to 2.3 Mbps both ways (hence the term symmetrical) over a single twisted-pair copper phone line, over distances up to about 18,000 feet on an unrepeated basis.
- SONET** - (Synchronous Optical Network) is a standard for optical telecommunications transport formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute (ANSI), which sets industry standards in the U.S. for telecommunications and other industries. The comprehensive

SONET standard is expected to provide the transport infrastructure for worldwide telecommunications for at least the next two or three decades.

Specifications – Written specification and general requirements set forth in the Contract.

State Facility - Any State occupied structure or location, inclusive of leased, rented or owned facilities and locations.

Technology - The methods, procedures and associated equipment used to provide service.

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.

VoIP – Voice over Internet Protocol – The technology used to transmit voice conversations over a data network using IP. Such data network may be the Internet or corporate Private WAN.

WAN – Wide Area Network – A public voice or data network that extends beyond the metropolitan area. A LAN generally is confined to a building or campus environment, and is owned by the end user organization. A WAN extends farther, perhaps internationally.

WIC – Wide area network Interface Card; Vendor installed equipment which shall allow the interface of Ethernet based services to State switches or routers. The interface shall become property of the State 12 months after installation.

Work 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.

Xconnect – A trademarked service provided by G4 Communications that describes a Private WAN service.

2 GENERAL CONDITIONS

The Contractor agrees to install and maintain a variety of communication network data services in replacement of incumbent contractor services utilizing existing and/or alternative technologies. Data Services are those services used to support computer networks inclusive of point to point and switched services provided by current technology. Inclusive are frame relay, Ethernet to the doorstep, Asynchronous Transfer Mode (ATM), MultiProtocol Label Switching (MPLS) and Digital Subscriber Loop (DSL) operations.

2.1 Service Areas

Services must include at a minimum, 85% of geographic New Hampshire and all locations identified in Appendix A: Service Locations.

2.2 Support and Installation

Contractor shall be responsible for all services including network configuration and development associated with the implementation of Contract requirements. The Contractor shall be responsible for overall support and coordination, analyzing and defining network requirements, configuring the network, migrating from existing services, interfacing/integrating with existing Agency equipment and systems, providing user training, testing, and system support services. The Contractor shall be responsible for ensuring that all services are successfully implemented in the State's equipment environment.

2.3 Licenses, Registrations and Permits

Contractor must 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. In addition, all Contractor manufacturer and industry certifications must be kept current, with personnel maintaining training updates as

required for certification for the duration of the Contract.

The Contractor shall take responsibility for providing the State with the best overall functional and cost effective communications network services. The Contractor shall also be responsible for providing software for operations programming or access to Contractor systems managing the network, invoicing and related services. (If necessary, the Contractors shall be required to provide software licensing, support, and maintenance, and software warranties for all other software.)

3 SCOPE OF SERVICES

3.1 Implementation

The Contractor shall install all services within six (6) months of State acceptance of project work plan as identified in 3.1.1 Project Work Plan. Six (6) month term shall include a 30 day trial for each circuit as noted in item 3.22.7 Final Acceptance of Installation. The Contractor must insure that communications continue uninterrupted throughout the network conversion.

The initial installation of up to 11 circuits including one host circuit as a test bed for further installations shall be completed 30 days prior to any additional service installations. The 30 day test must be fully successful in order to allow future installations. The Contractor shall follow the direction of the State in scheduling and modifying installation plans at any time, with special consideration made during and after the test bed operations. For the purpose of this document, successful shall be defined as a 99.9% success rate in the ability to pass traffic at the defined circuit transfer rate inclusive of circuit overhead.

The Contractor must meet the Service Dates noted in ATTACHMENT A.

3.1.1 Project Work Plan

A general work plan shall be provided by the Contractor specifying each service provided, time frame for service installation, coordination requirements and general installation guidelines. The Contractor shall modify the work plan as required by the State.

The Work Plan shall provide detailed information, including without limitation, deliverables, tasks, critical events, date of circuit transfer, relative times of circuit transfers (morning, afternoon, evening, etc.), and resource requirements. The schedule will not be subject to change as a result of time required by Contractor to correct deficiencies without the State's prior written approval. Any updates to the schedule shall be subject to written approval by the State. In the event of a change to the Work Plan, unless the State's agrees in writing, the Contractor shall not be relieved of liability, including liquidated damages, arising from its failure to perform its obligations under the Contract. All Work Plan dates may be extended by the State at any time prior to circuit/service installation.

3.1.1.1 Work Plan Acceptance

AC
Vendor
6-3-08
Date

The Contractor shall submit a preliminary Work Plan. The parties shall mutually agree, in writing upon the initial Work Plan within thirty (30) Business Days from Notice to Proceed. If the State and the Contractor are not able to agree on a work plan, the State shall have the right to provide written 30 day notice and terminate the contract. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies and the resources that would lead and/or participate on each task.

3.1.1.2 Work Plan Updates

(M.H.)
State
6/5/08
Date

During the installation of the initial circuits, the Contractor shall update the Work Plan as necessary, but no less than every week. Any updates to the Work Plan shall require the prior written approval of the State. Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Contractor from liability to the State for any damages resulting from the Contractor's failure to perform its obligations under the Contract, including without limitation, in accordance with the Schedule.

In the event of a delay in the Schedule, the Contractor must immediately notify the State in writing. The written notification must identify the nature of the delay, i.e., specific actions or inactions of the Contractor or

State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day to day basis to the extent that the delay is not the result of the Contractor not fulfilling its obligations under the Contract.

3.1.2 Project Kick-Off Meeting

The Contractor shall host a kick-off meeting, with selected State department representatives to announce the Contract award and define the services provided. The Contractor must provide summary literature outlining service changes, responsible Contractor individuals, contact information and project timeframes. The Contractor must be prepared to answer department questions and set up appointments to meet with such personnel, if necessary. Meetings shall take place in Concord during standard State working hours.

3.1.3 Deployment Plan

Deployment plan listing all sites, installation methodology, time to install per site, installation completion date and acceptance test date shall be delivered prior to any site installation. Deployment plan shall include escalation procedures to address inadequate service during, and following, implementation of service. Escalation procedures must denote all levels of management personnel for each level of escalation (titles/positions in place of specific individual names is acceptable); methods by which escalation is initiated and conducted; and criteria for escalation at each level.

The State shall prioritize service delivery schedule based on site location.

The Contractor shall provide a detailed account to the State, on a site-by-site basis, of the work performed, circuits installed, problems encountered and occurrence of completion. No installation shall be considered complete if service problems occur, installations do not meet required standards and codes, or not all required services at a site are complete and fully functional.

3.1.4 Phase End Documents

The Contractor shall maintain a complete set of documentation associated with each circuit, and present it to the State as an end of phase service deployment. All such documentation shall be provided on and computerized file copy. The Contractor shall provide accurate database tables compatible with MS Access or SQL to the State, inclusive of State Department name, circuit location address, physical in building location, contact names, contact telephone numbers, existing services and associated telephone/circuit numbers, replacement circuit numbers, quantity of services and associated costs. The Contractor shall maintain such list throughout the duration of the contract, and provide updates as requested by the State.

3.1.5 Periodic Site Review

During each phase of the project, the State shall select specific sites for service verification based upon the State's prior site review and findings. Any or all sites may be reviewed. Contractor attendance at each site will be solely at the discretion of the State. The Contractor must adhere to the State's request for attendance within 48 hours of notice. Contractor shall maintain a complete report including all sites installed, tested and accepted as meeting service requirements, including those sites with completed site reviews.

3.1.6 Final Documents

Complete documents listing all services, sites and related material required for the continued support of services including service outage reporting, service verification and future replacement service must be delivered prior to final network acceptance and maintained throughout the duration of the Contract.

3.1.7 Maintenance Test Plans

Complete maintenance test plan required to ensure continued operation of Contractor services to the quality of service test parameters.

3.2 Telecommunications Service Request

Individual circuit installations requirements may change during initial installation or thereafter. All changes shall be made in writing on a Telecommunications Service Request form and require acceptance by the State prior to initiation. Only the State Department of Administrative Services Telecommunications Section is authorized to provide requests to Contractors. Contractors shall not accept requests from any other entity.

3.3 Invoice Delivery Date

Invoices shall be delivered to the State 20 days after the end of the billing month and every 30 days thereafter throughout the duration of the Contract.

3.4 Contract Duration

Contract shall begin upon acceptance and approval of Governor and Executive Council, and terminate 60 months thereafter. The Contract may be extended for additional periods under the same terms and conditions upon approval of the State Governor and Executive Council.

3.5 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, analyzing network improvements, configuring the network, migrating from existing legacy systems (if necessary), interfacing/integrating with Agency legacy systems, providing user training, testing, and network support services.

3.6 Contractor Staff

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

3.6.1 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 must 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 must 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's approval process may include, at the State's discretion, review of the proposed Manager's resume and qualifications, reference and background checks, and an interview. The State reserves the right to require removal or reassignment of the Project Manager if found unacceptable to the State. The State shall allow the Contractor up to 5 business days to effect the change. During such time the State may preclude the Project Manager from access to State premise or contact with specific State employees.

Any changes of the Project Manager shall require prior written justification submitted by the Contractor, and prior written approval of the State. State approvals for replacement of the Project Manager will not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Project Manager being replaced, and shall be subject to the provisions of this Contract.

Notwithstanding any provision in this Contract, the State shall have the option to terminate the Contract, at its discretion, if the Contractor fails to assign a Project Manager meeting the requirements of the Contract.

3.6.2 Project Staff

The Contractor shall assign and identify key "Project Staff". Any changes to the Contractor's Project Staff shall require the prior written justification submitted by the Contractor, and prior written approval of the State. State approvals for changes in the Project Staff shall not be unreasonably withheld. Replacement Project Staff shall have comparable or greater skills with regard to performance of the project as the staff

being replaced and shall be subject to the provisions of the Contract.

The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

The State may conduct reference and background checks on the Contractor's Project Staff. The State reserves the right to reject the Contractor's Project Staff as a result of such reference checks.

Any reference checks and background checks conducted by the State shall be conducted in accordance with the laws and regulations applicable to the State. The results will be subject to confidentiality provisions as set forth in section 4.12 Confidential Information (Contractor) of the Contract.

Contractor must provide a primary contracting officer for all services provided to the State. In addition, a single Contractor Project Manager shall be provided, who is responsible to ensure the installation and continued operation of all Contractor services in conjunction with key Contractor-proposed staff. The Project Manager will work closely with the State. Qualifications for the Contractor's Project Manager shall include five (5) years of information technology and telecommunications experience including three (3) years of project management experience on complex telecommunications networks wherein responsibilities included systems analysis, development, maintenance, enhancement, and implementation.

The Project Manager shall function as the Contractor's authorized representative for all management and administrative matters; make binding decisions for the Contractor pursuant to the Contract; and act as a liaison with the primary State contact.

3.6.3 Contractor Account Management

The Contractor single point of contact for the State must be provided with a team of Contractor representatives to work in conjunction with the State and any State Contractor regarding the interface of any and all Contractor or State provided and supported equipment. The Contractor must maintain an account team meeting the following characteristics.

3.6.4 Account General Management

General account management responsible to review Contract requirements and ensure that all terms and conditions are enforced.

3.6.5 Account Technical Management

General network management responsible to ensure continued network operations and coordinate service installations, moves, and changes. Management shall include weekly reporting of activities and quantification of requested services.

3.6.6 Sales Engineering

Pre-order support staff, knowledgeable in service engineering consulting, are required for each service proposed. Engineers shall evaluate State initiatives and consult with the State to best determine suitability and adaptation of Contractor services to meet those needs. Inclusive shall be engineering support for the interface and compatibility of Contractor or State owned devices and interaction with alternate Contractors supporting State initiatives. Engineers shall review services to determine improved methods of operation through new technology, convergence, alternate routing, network back up or other improvements. Daily Quality of Service (QoS) reviews and summary reporting shall be maintained by such staff. Sales Engineers shall provide detailed itemized quotes for all services when requested of State.

3.6.7 Order Provisioning

Order provisioning personnel for the acceptance of State service and repair requests. Personnel must be completely aware of Contractor services, and fully capable of relating such services to State needs. The Contractor must 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.

Order provisioning shall consist of the acceptance of State generated Telecommunications Service Request (TSR's) or repairs defining requested services. The Contractor shall determine additional service definitions by contacting State site representatives and or alternate State contractors. Installation due dates, service progress and past dated services will be reported to the State daily. The Contractor must provide confirmation of requested due date or anticipated due date within three days of transmission of TSR by the State.

3.6.8 Installation Support

Installation Support shall consists of the end-to-end connectivity, turn-up and operation verification of all services provided by the Contractor. Inclusive are interface equipment installation (technology conversion equipment, WIC cards, DSL modems, etc.), technical support for State or provided interface, connection of interface devices, and interaction with alternate contractors supporting State initiatives.

The Contractor must provide personnel to install services at all State facilities. Installers shall arrive on site fully equipped to perform the installation duties required. "Fully Equipped" is defined as possessing all tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required installation without requiring the State to supply such items.

3.6.9 Pre-Installation and Post-Installation Technical Support

Contractor shall provide technical support personnel qualified to define specific technical order requirements, inclusive of circuit features, protocol, interfacing State Customer Premise Equipment (CPE), and operation or transmission variables. The representative must be trained in conducting site visits to ensure proper installation and provisioning. Personnel must maintain equipment manufacturer and BICSI certification.

Post Installation Support personnel must be trained in the continued operational support of all services provided by the Contractor. Inclusive are individual circuit definitions, record keeping, identification of circuit locations, identification of circuit operations, interface with other contractors in support of State operations, trouble reporting of problem circuits, repair of Contractor provided services and progress reporting of repair initiatives.

3.6.10 Invoicing Service Support

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

3.6.11 Account Team Access

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

3.6.12 Status of Contractor Employees and Subcontractors

Contractor employees and subcontractors shall in all respects be independent of the State and in no way considered employees of the State.

3.6.13 Contractor Employee Reassignment

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

3.6.14 Picture ID

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

3.7 Deliverables

The State's review of all Deliverables shall be in accordance with the time periods set forth in the Work Plan. For each failure, the Acceptance Period shall be extended at least one time, and thereafter may be extended, at the option of the State, by the corresponding time required to correct any deficiency, retest or review, as applicable, provided however, that the Contractor shall not be obligated to continue performance if it reasonably believes that it cannot correct the Deficiency, in which case it shall promptly notify the State thereof and the State may immediately declare Contractor in Default and avail itself of the remedies available to it in law and in equity.

3.8 Initial Installation

Services provided as replacement of incumbent services must be installed, passed a 30 day trial test period tested and be fully functional prior to billing. No bulk one time installation charges shall be paid to the Contractor for the installation, maintenance or other associated charges for circuits and services installed as replacement of services used by the State prior to the cutover date.

3.8.1 Compatible Services

The Contractor shall provision fully compatible services as those provided prior to cutover using same or better technology.

3.8.2 Initial Installation and Follow-up Services

The Contractor shall provide all services in a "turn key" fashion, providing all programming for replacement services and ongoing programming for new installations, service relocations and functional changes. Contractor shall work with the State to define the needs for circuit location, features, programming and functionality. The State shall not be responsible to perform actual programming. The State shall be provided the means to program services on a secondary basis, with the Contractor being the primary programming service provider.

Contractor shall assist in the remote configuration of State equipment by either of the following two methods: (a) Providing "remote hands", with a Contractor technician performing keystroke operation as directed by a State engineer or, (b) by attaching a modem to the serial port of the router and the modem to a wireless or land telephone line, allowing State personnel to call into the modem and modification router configurations. The State shall determine the preferred method of operation.

3.8.3 Premises-based Termination Equipment

The Contractor shall provide network termination equipment to be installed with the network services. All termination equipment provided by the Contractor must work in conjunction with, and enhance the performance of, network services while interfacing to existing State equipment. Contractor termination equipment consists of any bridges, gateways, routers or other equipment necessary to provide interface conversions. Acceptance of the network termination equipment will be at the sole discretion of the State.

When alternate technology is provided by the Contractor proves to be incompatible with State equipment, the Contractor must include interface equipment with their installation. The net effect on the end user must be that they are delivered a service which operates similar to previous services.

3.8.4 Space Allocation

Space allocation at each site is limited. The Contractor must utilize existing space provided for equipment. The Contractor must cross connect and interface to existing building station and riser cabling to ensure proper operation of equipment jack or block interfaces. At all times, for the installation of any and all equipment, the Contractor must maintain building historical significance. At no time shall the historical perspective of the buildings be disfigured.

3.9 Equipment Buy-Out

All installed passive equipment including hardware, cable, patch panels and racks installed by the Contractor

shall become property of the State at the termination of the Contract. WAN Interface Cards (WIC) shall become property of the State after the 12 month replacement warranty provided by the Contractor. The Contractor shall provide an equipment buy-out cost for all other active equipment installed at State locations at the termination of the Contract, on a per location basis for all active equipment (exclusive of WICs) installed and owned by the Contractor. The State, at its sole discretion, shall determine whether to purchase any, some or all such equipment at each service location.

If the State fails to accept a buy-out of equipment at the termination of the Contract, the Contractor shall remove each item of active equipment at no additional cost to the State.

3.10 Premise Access

Contractor will be granted access to state offices during standard State work hours and other times when installation, repair and maintenance projects require alternated timeframes. Contractors must request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations as defined by the State. The Contractor is highly encouraged to perform all installation and maintenance during normal State working hours when possible.

3.11 Technology Updates

It is recognized that technology will change during the term of the Contract. The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Contractor may not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a Contractor customer. The Contractor shall continue the availability of all services and technologies unless otherwise directed by the State.

3.12 Quantity of Service

The State shall determine the quantity required of any service offered by the Contractor, but the Contractor shall be responsible to make recommendations as to the technical requirements and service needs. Contractor shall survey each site and provide updates for the State database of services at each state address. Contractor shall provide such to the State along with monthly updates. Services may be converted from one technology to another with no termination charges. Implementation of new technology resulting in lower costs or reduced circuit and service requirements shall not result in termination charges.

3.13 Duplicate Service

During the cut-over of incumbent services, Contractor shall provide duplicate service of same fit, form and function of incumbent services to ensure State offices are not without service. Exceptions shall be made if any of the following occur:

Contractor services require copper based facilities from the incumbent Contractor and required cable pairs are not available, but Contractor arranges with the incumbent to retain existing services, and no physical transfer occurs. State retains uninterrupted service;

Contractor equipment fails and cannot be made active prior to cut-over date, but Contractor arranges with the incumbent to retain existing services, and no physical transfer occurs. State retains uninterrupted service.

In all cases, Contractor prices as quoted within shall remain firm.

3.14 Transfer of Future Services

The Contractor must 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.

3.15 Dependability

All services must be maintained at a 99.9% dependability factor, reflecting that any individual, circuit or service is available for use 99.9% of the time based upon a 30 day time period. If a circuit or 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.

3.15.1 Service Termination

In the event that any service experiences a 10% or more dependability failure rate (10% of all services or circuits become unavailable per the 99.9% up time dependability rate) for a 7 consecutive day 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 available under the Contract.

3.15.2 Priority Restoration

Contractor must maintain a list of data circuits that shall obtain priority restoration services in the event of a major catastrophe. The State shall provide the list to be considered as disaster recovery circuits receiving repair services prior to all others.

3.16 Interfacing with Other Contractors

During and after installation, Contractors must contact alternate State contractors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Contractors must 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 within this document.

3.17 Travel Expenses

No travel expenses will be paid by the State

3.18 Shipping and Delivery Fee Exemption

No shipping or delivery fees will be paid by the State.

3.19 State Agency Prior Authorization

The Contractor must obtain approval from the Department before installing or utilizing any automated tools or software packages on networks provided to the State.

3.20 State Agency Project/Status Meetings

The Contractor must participate in project and/or status meetings with the information technology professionals from the using agency, during the term of the Contract, as required by the State Agency. It is anticipated that the beginning of the project will require, at a minimum, biweekly project/status meetings.

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

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

3.21 Reports and Invoices

Contractor must provide monthly invoices and routine reports as defined below.

3.21.1 Format

All reports and invoices must be provided on printed paper and electronically on electronic CD computer media or electronically downloadable through the internet from a secure Contractor provided web site. All

files whether derived from CD or downloaded, shall be in Open DataBase Compliant (ODBC) non-restricted ASCII format. ("Adobe" .pdf files are not acceptable.) Bills shall include any and all costs, itemized per circuit. Service definitions (voice, 56K data, 1.544M frame relay, etc.) along with circuit capabilities for each circuit type must be included in the record for each circuit. Circuit costs must be accurately listed including fixed monthly costs and usage (toll) costs. Reports must include normalized data in a format acceptable to the State.

3.21.2 Corrective Data and Cut Sheets

The Contractor shall provide any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of each job by State Telecommunications Service Request (TSR) number or State repair order number. Such shall be E-mailed to the State on a daily basis. Contractor shall provide cut sheets for all active and passive equipment supplied to the State. Unless specified otherwise, all reports required within shall be due on the day of the period specified (Monday following week for weekly reports, first day of the month for monthly reports).

3.21.3 Itemized Invoice

Invoicing shall include the costs of all Contractor-provided services. It is the responsibility of the Contractor to present detailed itemized invoices listing each service performed on a per job basis. Contractor invoices shall not be accepted without the appropriate itemizations including hours worked, equipment implemented, time/day on site and Telephone Service Request number. Bulk charges shall be rejected by the State.

3.21.4 Electronic Payments

The Contractor shall be capable of receiving electronic payments from the State.

3.21.5 Retention of Invoices

The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of service, and shall be subject to audit at any reasonable time and upon 20 day notice, by the State or any appropriate federal agency, or their duly appointed representatives. Determination of representatives shall be at the sole determination of the State or appropriate federal agency. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

3.21.6 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.

3.21.7 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. Computerized bill detail CDs and complete billing information shall arrive at the State Telecommunications site at Room 405, 25 Capitol Street, Concord, NH no later than 20 days following the billing period.

3.21.8 Accuracy of Invoices

Contractor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper records and electronic formats must 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.

3.21.9 Monthly Service Usage Invoice Information

Monthly invoice must contain all information required for billing and bill-back of services. Service records must include the information as listed below:

- Data circuit number;
- Circuit origination and termination addresses;
- Serviced department name;
- State Telecommunications Service Request number;
- Contractor order number;
- Itemization of services;
- Individual cost of services;
- Type and name of service (SDSL, T1 Xconnect, DS3 Xconnect, Managed Firewall, etc.);
- Account number.

3.21.10 Invoice Circuit Definition

The Contractor shall identify each circuit invoiced including the circuit type and address location. All fixed monthly fees must be identified, inclusive of E911 or other government imposed fees that are applicable to State government operations. Invoices must include the monthly service period, circuit numbers, account numbers, responsible State offices, physical location of circuit end points, billable features inclusive of voice mail and other peripheral uses.

3.21.11 Invoice Delivery

Unless directed otherwise by the State Telecommunications Section, invoices shall be delivered to the following address:

Department of Administrative Services
Bureau of General Services
Telecommunications Section
Room 408
25 Capitol St.
Concord, NH 03301

Delivery to individual offices for as specified locations may be required. In some cases multiple accounts may be delivered in a master summary account for a single State agency.

3.21.12 Invoice Delivery Timeframe

Invoices shall be forwarded to the State within 20 days of receipt of services.

3.21.13 Unique Account Identifier

Contractor must define and retain unique account identifiers used in its billing to define individual State billing locations.

3.21.14 Payments to Contractors

The Contractor must 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 payment review and justification.

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.

Contractors shall make arrangements to ensure the receipt of State payments via electronic transfer.

3.22 Transition Services

The Contractor must transition circuits with a minimal interruption of service to the State. A gradual, progressive transition from legacy contractor to awarded Contractor shall be provided. Service transitions shall be coordinated with existing contractors and State contacts. The Contractor shall transition services on the day and time determined by the State contact. Transitions may occur in the early morning or late evening, at time of the lowest data transfer requirements of the State office at each serviced location. The Contractor shall provide and maintain throughout the installation process, and any changes thereafter, detailed, updated plans and records for services. All plans must be approved by the State prior to implementation. Plans shall be provided to the State 30 days prior to service implementation, for each site scheduled for service. Approval of final installation dates shall be at the sole determination of the State. Areas with 24 hour coverage such as the Department of Corrections prison system, Department of Safety State Police, and Department of Safety Emergency Management may require gradual service implementation over a period of several days in order to ensure continued service.

3.22.1 Contractor Equipment

Contractor must provide all services using quality switching equipment with fully redundant hardware, automatic recovery resource switching and power backup facilities. The State retains the right to audit the Contractor and obtain evidence in confirming this requirement.

3.22.2 Installation Standards

Installations shall be in compliance with current Bellcore standards, National Electrical Code, BICSI and the EIA/TIA Wiring Standard.

3.22.3 Pre-installation Site Visits

Prior to initial cut over, the Contractor must conduct pre-implementation reviews of each State premise to ensure that the Contractor is completely familiar with the installation conditions of the State's facility. This required visit must include, at a minimum, an inspection of the condition of the telecommunications room, the condition of outside cable facilities used to provide service, consideration of new facility installation and location and an inventory of the State interfacing equipment. The Contractor shall be responsible to re-configure any supporting facilities required to connect to existing station cable currently in use within any State-owned or leased facility. Contractor must organize all information in a database and provide a copy to the State 30 days prior to final service cut-over. All such information must be continually maintained by the Contractor, inclusive of all additions and corrections, with copy provided to the State on electronic media every calendar month throughout the duration of the Contract, with a final report 30 days after final Contract termination.

3.22.4 Inter-Contractor Cooperation

The Installation Services Contractor shall coordinate with all associated State service contractors for the installation, connection and trouble-shooting of all telephone services. The Contractor must work in conjunction with any customer premises equipment (CPE), voice, data or video Contractor, utilized by the State, to resolve technical issues that may arise during State use of the Contractor's communication services thus eliminating the need for the State to be a mediator in problem resolution. The Contractor's Account Team must speak directly with the other contractor, when requested by the State or as the situation requires, ensuring the resolution of these technical issues by the timeframes detailed in the maintenance requirements of this Contract. The Contractor is required to attend any contractor meeting arranged by the State to facilitate the resolution of a technical problem associated with the performance of the contracted services.

3.22.5 Service Interruptions

The Contractor shall notify the State of any unscheduled interruptions of service during the implementation, installation of or repair of any service. The Contractor must clearly describe, in detail, in its response, its plan to minimize the disruption when converting the State from its existing technology to any new service.

3.22.6 Restoration of Damaged Property

The Contractor must restore to original condition any damage to State property caused by maintenance or installation personnel including, but not limited to desks, floors, walls, ceilings, etc.

3.22.7 Final Acceptance of Installation

All Contractor services must be tested by the Contractor prior to final connectivity to State equipment and after connectivity is complete. A 30 day in service acceptance test must include circuit tests under loaded operation, and be completed prior to cutover date.

3.23 Facilities Management

Contractor shall monitor all network facilities to ensure proper operation. The Contractor shall utilize automatic alternate routing schemes, switching to backup or alternate facilities when errors or failures occur. Contractor shall update alternate routing selections when changes in the industry occur.

3.24 Additional Growth/Service Orders

Circuits may be added or deleted at any time without State obligation to the Contractor. It is the intent of the State to have limited growth, but to move circuits multiple times due to the nature of leased office locations. No fees shall be charged for the discontinuation of services.

3.25 Single Point of Contact

The Contractor must serve as the Single Point of Contact for the State for all maintenance issues regarding Contractor services, inclusive of any and all TSR releases, repair releases and report releases. The State shall not be responsible to directly Contract third party contractors or Contractor partners.

3.26 Telecommunications Service Requests

The Contractor shall be responsible to perform all work requested through written Telecommunications Service Request (TSR's) and emergency verbal telephone requests identifying the required actions. Only requests initiated from the Telecommunications Section Officer or designated agents shall be accepted by the Contractor. All Contractor correspondence and submission shall be sent to:

State of New Hampshire, Department of Administrative Services
Telecommunications Section, Room 408
25 Capitol Street
Concord, NH 03301

3.26.1 Dispatch Personnel

The Contractor must provide office dispatch personnel, accessible by dialing a single toll free telephone number. Dispatch personnel must have direct access to technicians. Personnel must be knowledgeable of service requests, scheduling, technician activity and customer billing. Said personnel must be available at all times during the business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. In addition, the Contractor must provide call-forwarding services for emergency requests during all other times. When called, the State contact must receive a Contractor return call within 15 minutes of initial call.

3.26.2 Personnel Access through E-mail

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

3.26.3 New Service or Change Order

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

3.26.4 Disconnect Orders

Disconnect orders placed by the State must be implemented on the State business day following transmission of TSR or State requested future due date. All invoice for said service (circuit removal) shall be effective on that date.

3.26.5 Receipt of State Requests

The Contractor must 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 circuit information including circuit number, telephone number, etc. Upon receipt of a disconnection order, the Contractor must enact an immediate "cease billing" of the disconnected service unless a future date is specified by the State.

3.26.6 Contractor Site Services

All Contractor personnel, upon entering a State location or office, must inform the designated State contact of his/her arrival. The Contractor must also inform the designated State contact when leaving the State premises. Contractor shall contact the Administrative Services Telecommunications Section with daily reports concerning the closeout of TSR's and repairs via e-mail.

3.27 Installation Standards

All communication service installations shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall State facilities or its occupants be placed in jeopardy. Work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

3.28 Maintenance/Service Hours

Routine maintenance which does not interfere with data transfer or circuit operation may be performed during the standard operating hours of 8:00 A.M. through 4:30 P.M. Services which restrict or disable line operation must be performed during non-prime office hours as defined by the specific site. Host circuit service locations and service to offices including the State Police, Department of Corrections and Liquor Commission may be in operation 24 hours a day, seven days per week and require special consideration with services maintenance or installation occurring in the evening, night or early morning hours. The State shall define the hours of operation when issuing repair or service requests. The Contractor shall transition services on the day and time determined by the State contact.

3.29 Service Technician Capabilities

The Contractor must provide its technicians with the equipment necessary to verify system measurements when at work sites. Technician equipment must include data circuit integrity test devices allowing verification of transmission parameters including bit error rate, transfer speeds, digital communications and other equipment as required per job specifications.

3.30 Waste Materials and Cleanup

The Contractor shall be responsible for the removal of all waste, scrap and packaging material resulting from the completion of service to an off site Contractor location. Contractor employees shall be provided with brooms and vacuums for the cleanup and removal of all debris and packaging material resulting from its work on State premises on a daily basis. Upon completion of installation, the Contractor must leave the State premises clean, orderly and ready for immediate use.

The Contractor shall be immediately called back to any location requiring "clean-up" if the work site is found untidy with scrap materials. All such return service shall be at the Contractor's expense.

3.31 Contractor Provided Equipment

The Contractor shall be responsible for the delivery of any required equipment in first class condition at the point of delivery, and in accordance with good commercial practices. The Contractor shall remain

responsible for the quality, service and operation of all such equipment and associated materials. Any workmanship or materials proven deficient shall be replaced. Corrective work shall be completed within 48 hours of report at no cost to the State. If the Contractor does not correct the problem in the allotted timeframe, the State may at its option request services from an alternate Contractor at the original Contractor's expense. All passive equipment or materials used to install or maintain services at a State leased or owned facility shall remain as State owned equipment at the termination of the Contract.

The Contractor shall be required to provide Wan Interface Cards (WIC) at the direction of the State to allow Ethernet connectivity to State equipment existing prior to the Contract and in continued usage by the State. Vendor shall support, and supply replacement devices for, any failed WIC with 12 months of Contractor installation. After 12 months of installation, WICs shall become the property of the State, with all responsibility to service and support being transferred to the State.

3.32 Compliance with Jurisdictional Authorities

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance and standards of its work. The Contractor shall obtain and pay for all licenses, permits, and inspection fees required for work being performed. The Contractor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction prior to the completion of the work.

Any information required on an immediate basis shall be transferred via Facsimile or e-mail communications. The State Fax number is 603-271-1115.

3.33 General Network Management

The Contractor must 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. Monitoring tools shall include G4 network diagnosis tool NAGIOS with service status information, historical logs and reports being accessible by the State via a web browser.

3.34 Repair and Installation Services

The State utilizes various network services for a myriad of purposes. Requests for repairs shall be initiated by the State with preliminary information provided through the State Telecommunications Section. The Contractor may also initiate repairs due to problems revealed due to routine testing and maintenance. The Contractor shall be responsible to interview end users to obtain additional information required to determine cause of failure and expedite repair services. Some of these services are critical to State operation and public safety. The Contractor must agree to comply with the following categories for maintenance of its network services:

- Critical Maintenance;
- Emergency Maintenance;
- Routine Maintenance;
- New Services

3.34.1 Service Availability

The Contractor shall make repair services available 24 hours per day, seven (7) days per week. The Contractor shall be responsible to implement appropriate maintenance. The Contractor shall have in his employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day, as defined below.

Any work required to complete service as specified on the TSR or service trouble ticket outside of the standard working hours must be approved by the site contact person by signature or the Telecommunications Section representative prior to rendering services.

3.34.2 Response to Maintenance Calls

"Response" to a maintenance call requires that the Contractor begin remote testing of the network service or have a qualified technician, suitably equipped to troubleshoot service, arrive at the trouble location. The Contractor must notify the State within the next business day of reinstated service as to the cause of the failure and corrective action.

3.34.3 Critical Maintenance and Escalation

The Contractor must provide critical maintenance for services designated by the State as critical to State operation and/or public safety. Critical Maintenance services shall be required when one of the following situations occurs:

- Total system failure;
- Loss of service to emergency services or life safety Agency;
- Loss of service to any State Department, Division or Bureau;
- Loss of host circuit.

Critical services shall be remotely verified within 15 minutes of report of service outage. Repairs shall be escalated to second level of support if not restored within one hour of report. If services are not restored within two hours of reports, the Contractor shall utilize all available support to ensure restoration of services. For that and every hour of failure thereafter, Contractor shall provide telephoned reports defining the methods used to restore services, and the Estimated Time to Restore (ETR) services. If services are not restored within 24 hours, the State may request an investigation and/or services from an alternate Contractor. All charges for such services shall be forwarded to the Contractor.

The State shall be the sole determinant in defining a "Critical Maintenance" report. Any repair may be upgraded to Critical once the initial repair timeframe has expired. If the Contractor fails to restore service within 72 hours, the State reserves the right to pursue its remedies available under the Contract.

3.34.4 Emergency Maintenance

The Contractor must 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 resulting in a loss of State office access to data services, inclusive of State data network connectivity or point to point operation. All such reports must 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. If services are not restored within 8 hours, the Emergency Maintenance problem shall be escalated to Critical Maintenance.

3.34.5 Routine Maintenance Requirements

The Contractor must 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 or low speed data circuit. The Contractor must test the affected service within four (4) hours of receipt of the trouble report from the State agency. The Contractor must complete all testing of the affected circuits or network service within eight (8) hours of the initial service call by the reporting State. 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 status. Any critical service such as services for the Executive Department or where State or public safety is an issue may be immediately escalated to Critical upon initial report.

3.34.6 New Service Requests

The Contractor shall install all new services within 45 calendar days of transmission of written request by the State. Install date must be coordinated with the State contact. Scheduled installation day and time of day must be provided to the State within five (5) business days of transmission of State Telecommunications Service Request.

3.35 System Security Requirements

The Contractor must implement various security measures based on actual security situations in the field. The Contractor must provide those security measures that will be taken in regards to the following:

- Receipt and implementation of new service orders, service disconnect orders and service move orders;
- Access to the network service by the State for testing or maintenance, service moves, additions and changes;
- Access to the network service by the Contractors service personnel and/or Technicians for service moves, additions and changes;
- Access by the State to network service billing records.

3.36 Network Traffic Security

The Contractor must ensure the confidentiality of the State's traffic placed over the Contractors network.

3.37 Remote Access to Repair, Move Adds and Changes Reporting

The Contractor shall provide via a secure Internet web site, access to installation and repair service progress reports inclusive of Contractor work order number, close out date and time, and current status of service. Reporting tools shall include G4 Request Tracker (RT) with service status information, historical logs and reports being accessible by the State via a web browser.

3.38 Warranties

Contractor shall warranty all equipment and services per the following:

3.38.1 General Warranties

Contractor warrants that all services shall be provided in a good and professional manner, and that time is of essence in connection with Contractor's performance of all its obligations under the Contract. Contractor also warrants that it has good title to, or the right to allow the State to use, all services, equipment, and software provided under the Contract, and that such services, equipment and software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

3.38.2 Software Warranties

Contractor warrants that any software furnished under the Contract, in whole or in part, shall be properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the software documentation during the term of the Contract, and any extensions thereof.

The Contractor agrees to correct all errors, and design defects and deficiencies; to eliminate viruses or destructive programming; and to replace incorrect, defective or deficient Software and documentation within one (1) week of notification from the State of such deficiencies, or within such period necessary to make corrections as agreed upon by the State. If Contractor replaces or upgrades the software to correct errors, defects, or deficiencies or as an enhancement, Contractor warrants that the software, as upgraded, replaced or enhanced, will operate in accordance with the requirements of the Contract without any loss of functionality. If the Contractor fails to make such corrections within such period the State reserves the right to pursue its remedies available under the Contract.

All warranties by the Contractor under the Contract shall be in effect throughout the term of the Contract, and any extensions thereof. Deficiencies properly noticed prior to the expiration of the warranty period shall be covered regardless of expiration of the Contract term.

3.38.3 Hardware Warranties

Contractor warrants that any hardware furnished under the Contract, in whole or in part, shall be properly functioning, compliant with the requirements of the Contract, and will operate in accordance with the

hardware documentation during the term of the Contract, and any extensions thereof. WAN Interface Cards (WICs) where provided shall meet all hardware warranty requirements, with the exception of replacement being limited to 12 month after each individual WIC installation.

The Contractor agrees to correct all errors, and design defects and deficiencies; and to replace incorrect, defective or deficient hardware within one business day of notification from the State of such deficiencies, or within such period necessary to make corrections as agreed upon by the State. If Contractor replaces or upgrades the hardware to correct errors, defects, or deficiencies or as an enhancement, Contractor warrants that the hardware, as upgraded, replaced or enhanced, will operate in accordance with the requirements of the Contract without any loss of functionality. If the Contractor fails to make such corrections within such period the State reserves the right to pursue its remedies available under the Contract.

All warranties by the Contractor under the Contract shall be in effect throughout the term of the Contract, and any extensions thereof.

3.39 Data Service Specifications

Multiple types of data communications circuit services are to be provided under this Contract. Contractor must survey the needs of the State to insure that existing services are replaced with compatible services. Contractor shall insure continued interface compatibility with existing hardware interfacing with the network. Contractor shall provide any media gateways or conversion equipment required to insure current hardware support. A complete report shall be created and forwarded to the State prior to service initiation defining each service selection, installation configuration, programming, originating site locations and terminating site locations. The report shall be forwarded to the State monthly on the first day of the month throughout the duration of the Contract.

All services and equipment must abide by National Equipment Building Standards (NEBS), with fully redundant hardware and automatic recovery resource switching. This does not infer backup circuit service, but does infer a completely redundant network backbone.

Service availability shall be throughout the geographic area of the state, with minimum converge area denoted as existing locations listed in Appendix A.

3.39.1 Contractor Service Review

The Contractor shall review each type circuit to determine the exact requirements based upon the current Contractor definition. The Contractor shall be responsible to disconnect existing interfaces and connect new interfaces to associated equipment, test, and verify complete operation at each location. The State shall retain the right to refuse any Contractor equipment and utilize State purchased equipment. The Contractor must work with the State to ensure circuit and equipment compatibility for full duplication of circuit and equipment operation.

3.39.2 Industry Standard Operation

Contractor must utilize industry standard data transport formats, readily accessible from common industry equipment manufacturers. Proprietary equipment may be used only if transparent to interfaces presented to the State at service demarcation points with prior approval by the State.

3.39.3 Demarcation Points

Demarcation points (demarcs) for data services shall be located in computer rooms, server closets or terminating State data equipment locations within 150 lateral feet of the building penetration point or existing Main Distribution Frame (MDF) as defined by the State. It is the responsibility of the Contractor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Contractor services to State data equipment. Existing wire and cable may be used only if tested and certified for operation and maintained by the Contractor. The Contractor shall be responsible to maintain all such items and equipment throughout the duration of the Contract. At the termination of the Contract and any extension thereof, the Contractor shall remove all active (powered) components at their own expense. All passive (non-powered) devices shall be retained by the State.

Demarcs must be clearly labeled as such, including Contractor ID, circuit number, any associated test or demarc number and date of installation. Labels shall be on demarc devices. Contractor shall maintain an updated database of all such circuits, install dates, locations and programming parameters. The database and all updates shall be presented to the State on a monthly basis.

Contractor shall extend demarc locations beyond the minimum 150 feet when instructed to do so by the State. Any extension that does not require the installation of new building cable or passive cabling devices and equipment shall not be considered a demarc extension and the State shall not incur any additional labor or material charges. Any materials or labor used to extend the demarc beyond 150 feet may be invoiced to the State at the costs defined in Exhibit A Prices. The State retains the right to require Contractor to provide a copy of the material distributor invoice in conjunctions with Contractor invoice as verification of material cost.

3.39.4 Service Definitions and Inventory

The Contractor is responsible to review each circuit provided the State to define circuit operating parameters and ensure replicated circuit operation. Contractor shall create data tables listing each circuit, circuit type, definition of operation and circuit optioning providing operation under existing and conversion conditions. Tables shall be maintained current for all circuits throughout the duration of the Contract. The State shall receive monthly updates via PC electronic media and remote access via internet connectivity.

3.39.5 Data Services Network Management

The Contractor must provide fully managed services including each of the following:

- Centralized monitoring of all facilities and real time reporting to State contact individuals when error or failures occur;
- Non-invasive testing, allowing a circuit to operate during testing;
- Circuit test coordination, advising users when circuits require out of service tests or updates. Update notification shall be given to the State within a minimum of two State work days;
- Real time report updates and availability based upon remote access to reports by the State via Internet services;
- Monthly network review covering service availability, network ability, congestion areas and recommendations for changes on a circuit by circuit basis;
- Verification of services versus recommended industry standard parameters, inclusive of routing errors, network conflicts and compatibility of data and/or format of transmissions;
- Network programming, routing table updates and efficiency verification;
- Weekly operation verification and routine testing of each network circuit;
- Support for all available protocols and new industry standards.

3.39.6 Management Reports

The Contractor must provide complete management reports defining circuit locations, programming, capabilities, and operation. Preliminary reports for all locations shall be due to the State Department of Administrative Services prior to cutover date, with updates provided every calendar month thereafter. Reports shall be provided in PC based electronic files using MS Office Suite products. Items to be included shall be circuit number designation, locations, type, speed, programming, related Contractor equipment and ports, and any and all related information.

3.39.7 Data Services Quality of Service

Contractor must specify and ensure a high Quality of Service (QoS) level for all services. Testing shall be performed immediately after circuit installation and on a demand basis when requested by the State. Test results shall be provided to the state within 24 hours of testing. Contractor shall maintain and prove continued circuit operation on a routine basis by monitoring QoS.

The following minimum tests and related reports must be provided after installation and when requested by

the State.

- Committed Information Rate (CIR): Service shall be tested and monitored by the Contractor to ensure transport availability at 100 % of the committed information rate. CIR shall be defined as 75% of the Exhibit A Price table, Service Item Cost Component listing for each circuit. Contractors must provide reports identifying throughput on a sampled second basis and average per hour basis;
- Bit Error Rate (BER): The Contractor shall perform Bit Error Rate Tests (BERT) BER is considered the ratio of error bits to the total number of bits transmitted during a BERT test. Errors shall not exceed 10^{-8} between any two nodes of the system;
- Constant Bit Rate (CBR): The Contractor shall verify the actual circuit bit rate for services requiring a constant bit rate as provided through ATM or other services, and report to the State, transport levels and operating errors;
- Error Checking. Error checking must be performed by the Contractor to ensure constant operation at peak performance. The Contractor shall specify how tests are completed;
- Network Latency. The Contractor shall provide network latency specifications for all switched services. Latency shall be defined as the time to transfer data from the interfacing near end device to a remote far end device.

The Contractor shall provide daily QoS functions as defined below:

- Configuration Management. The Contractor shall advise, create and program network configuration on the Contractor network and State sub-networks. Seven main sub-networks using frame relay services currently exist. The Contractor shall maintain and modify all records concerning all such networks including committed information rates, burst rates, permanent virtual circuits, digital link connection identifiers and related parameters;
- Monitoring. The Contractor shall monitor services and report to the State failed or faulty services within one business hour of detection. The Contractor shall provide a help desk to answer State questions regarding performance and operation;
- Congestion. It is the Contractor's responsibility to assure that congestion within the Contractor's network does not affect the speed of transmission to/from the State;
- Predictive Control and Problem Avoidance. The Contractor shall provide proactive review of services and advise the State as to network or usage modifications and sub-network orientation and arrangements. The Contractor shall define all such operations in their response.

3.39.8 Standards Compliance

Services must conform to all American National Standards Institute (ANSI) and International Telecommunications Union (ITU) standards including, but not limited to, service description, congestion management, core aspects, access signaling, data link control and application.

3.39.9 Intrusive Testing

Contractor shall perform intrusive circuit testing whenever circuits are virtually out of service, without solutions found during routine testing. The State shall be notified 15 minutes before intrusive testing begins.

3.39.10 Circuit Technology

Contractor shall provide same or alternative compatible technology as currently used within the State network. All connectivity to existing equipment shall be provided by the Contractor

3.39.10.1 X Connect Services

Contractor shall provide an Ethernet to the doorstep service referred to as Xconnect service. The services shall operate as a Virtual Local Area Network (VLAN) with standard Internet Protocol (IP) operation as defined by the Internet Engineering Task Force (IETF). Service shall be Internet Protocol compatible. The

service shall be provided via dedicated always on DSL, DS1, DS3, OC3, OC12, OC48 or GigE technologies for the local loop connections from the State site to the Contractor network.

Xconnect shall be an IP based Layer 2 Ethernet connection that is extended across multiple Central Offices grouped together using VLAN arrangements. No public Internet host or user shall be able to detect members of the Xconnect network unless requested by the State.

Xconnect services are available at multiple speeds from 144 Kbps through 45 Mbps and are compatible with 155 Mbps OC3 Ethernet handoff services as provided by the Contractor.

3.39.10.1.1 Up-Time

The Contractor shall provide a high quality and reliable network infrastructure to support the networks. The network shall provide a network availability of 99.9% uptime.

3.39.10.1.2 Performance

The Contractor guarantees an average monthly latency of less than 50 milliseconds (roundtrip delay) from the Contractor provided State premise network termination device (NTD) Local Area Network (LAN) port, through the Contractor Network to the far end State NTD, inclusive of the Contractor network backbone. Network latency is determined through utilization of the Contractor benchmark tools and is measured from the State premise LAN egress port of the contractor provided NTD to the any other State premise NTD on the network. If Internet access is provided, latency will be measured from the State premise NTD to the nearest Internet access point provided by the Contractor.

The Contractor shall provide a 1-day credit per failed circuit for any month in which latency exceeds an average of 50ms (roundtrip).

3.39.10.1.3 Network Infrastructure

Contractor's network infrastructure shall include a best-of-breed mix of services and equipment. At each Xconnect customer premise the Contractor shall provide a Network Termination Device (NTD) made by Zhone, Inc. or equivalent. This device shall receive either a T1 or an SDSL connection from the Central Office and convert the signal to Ethernet, allowing for easy handoff to the State router or firewall. This device may be locally powered.

The Contractor shall provide Wide area network Interface Cards (WIC) where appropriate and requested by the State. Vendor shall install cards when requested.

Within the Central Office, the Contractor shall use a combination of best-of-breed equipment, each designed and configured to perform a specific task, and each fully redundant. To deliver the service to the State premise, the Contractor shall use DSLAMs (Digital Subscriber Line Access Multiplexer) and connect them to routers from RiverStone Networks (Lucent Technologies, Inc.) or equivalent equipment.

Each Central Office shall be connected back to a Network Operations Center in Manchester, NH, with Juniper (or equivalent) carrier class routers handling network aggregation. Specific Central offices within New Hampshire shall be connected via SONET (Synchronous Optical Network) OC-48 (or better technology) rings, and directly connected to SONET switching equipment in Manchester.

SONET connectivity shall be provided via standard optical telecommunications transport as formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute (ANSI), which sets industry standards in the U.S. for telecommunications and other industries. The SONET network shall be fully redundant, featuring multiple rings that automatically heal themselves in the event of a fiber cut. The Contractor shall maintain multiple fiber connections to the main network switching point.

Each Contractor device on the network shall be maintained with the most current field-tested version of firmware. The Contractor must functionally test each version for interoperability with current network elements and State equipment prior to deploying any new firmware versions.

Each Xconnect circuit shall be handed off to the State location as an Ethernet interface unless an alternate interface is requested by the State. If there is a need for a router or firewall at a specific location, the Contractor may provide both router and firewall services at costs noted in Exhibit A Pricing.

Contractor personnel will help strategize and coordinate with the State contacts the most cost-effective and appropriate method of implementing the Xconnect network.

3.39.10.1.4 Quality of Service (QoS) Support

Xconnect shall function as a transparent LAN with Ethernet connections built between an unlimited number of State locations operating at only the Layer 2 level of the OSI Model. The Contractor network equipment shall not inspect the packets that are sent across the circuits and perform only as switches. The network and equipment shall allow QoS (Quality of Service) tagging to occur across multiple links.

3.39.10.1.5 Internet Access

The Contractor shall implement Internet service at any location defined by the State. Locations may be connected back to the State's data resources via VPN technology, or via open access per direction from the State. Any location that requires Internet access as an alternative to connectivity to the Xconnect network shall allow connection across State resources.

In addition the Contractor shall provide Internet access via T1 and DS3 service. Service shall be available at 1500 Kbps, 3000 Kbps, 4500 Kbps, 6000 Kbps and 44000Kbps.

3.39.10.2 IDSL (Integrated services digital network Digital Subscriber Line) Services

Contractor shall provide IDSL services at 144Kbps. The Contractor shall provide the Network Terminating Device (NTD) with an Ethernet interface for connectivity to the State equipment.

IDSL services shall be available at any location within 22,000 feet of the switching center which is fed through copper based facilities. Locations fed from fiber based facilities shall not have a distance limitation.

3.39.10.3 SDSL (Symmetrical Digital Subscriber Line) Services

The Contractor shall provide SDSL service inclusive of the Network Terminating Device (NTD) and modem with an Ethernet interface for connectivity to the State equipment. Services shall be provided at the following upload/download speeds for locations which qualify as ON-NET service:

144K/144K	270K/270K
400K/400K	530K/530K
780K/780K	1,040K/1,040K
1,550K/1,550K	2,060K/2,060K
2,320K/2,320K	4,500K/4,500K
6,000K/6,000K	8,000K/8,000K
10,000K/10,000K	

SDSL services shall be available at any location within 10,000 feet of the On-Net switching center which is fed through copper based facilities.

3.39.10.4 Back-up SDSL Services

The Contractor shall provide backup "Spare Circuit" services at reduced rates to the State. The "Spare Circuit" shall be a completed circuit at the State site which requires only a jack location change or A/B switch operation and a telephone emergency response call to the Contractor in order to allow transfer to back-up services.

3.39.10.5 OC3 with Ethernet Handoff

Contractor shall provide 155 Mbps Ethernet handoff service which is fully compatible with Xconnect services. The contractor shall provide any interface device required to provide the Ethernet connectivity to State equipment.

3.39.10.6 On-Net/Off-Net Services

Contractor shall provide services throughout the State of New Hampshire and any additional geographic area as available from the Contractor. Those services within New Hampshire shall be noted as either On Net or Off Net, dependent upon the Contractor facility locations. On-Net locations shall include the following municipal regions and surrounding areas:

Bedford	Berlin	Claremont	Concord
Dover	Durham	Exeter	Farmington
Franklin	Hampton	Hanover	Hudson
Keene	Laconia	Lancaster	Lebanon
Littleton	Manchester	Meredith	Merrimack
Milford	N. Woodstock	N. Conway	Nashua
Peterborough	Plaistow	Plymouth	Portsmouth
Rochester	S. Nashua	Salem	Suncook
Alstead			

Any additional switching location installed by the Contractor shall be considered inclusive in this list as an On Net service location. Locations shall not be deleted. If switches are removed by the Contractor, the On Net definition as noted within this Contract shall be retained as it applies to this contract. All other locations shall be considered Off-Net.

All services shall be available at On-Net locations. Off-Net locations supported by independent telephone companies as owners of outside plant facilities may limit services to 56K and 1500K (T1) switched services. All other Off-Net locations shall include 56K switched service, 1500K (T1) switched services and 144K IDSL service.

3.39.11 SDSL Availability

Contractor shall provide a SDSL multiplexer for services with speeds greater than 2320 Kbps when directed by the State. Contractor shall supply, install, maintain and replace defective devices throughout the duration of the contract and any extension thereof.

3.39.12 T1 Multiplexer

Contractor shall provide a T1 multiplexer for services with speeds greater than 1500 Kbps when directed by the State. Contractor shall supply, install, maintain and replace defective devices throughout the duration of the contract and any extension thereof.

3.39.13 Network Terminating Devices (NTD)

The Contractor shall provide and maintain Network Terminating Devices at State locations throughout the duration of the contract and any extension thereof. The Contractor shall provide replacement NTDs in the event of failure at no charge to the State.

3.39.14 Managed Router Service

When directed by the State, the Contractor shall supply a managed router service inclusive of the device, software, programming and updates on a site by site basis. The Contractor shall be completely responsible for such services inclusive of networking updates, device replacement in the case of failures and device relocation (removal and installation) when services are relocated.

3.39.15 Managed Firewall Service

When directed by the State, the Contractor shall supply a managed firewall service inclusive of the device, software, programming and updates on a site by site basis. The Contractor shall be completely responsible for such services inclusive of networking updates, device replacement in the case of failures and device relocation (removal and installation) when services are relocated.

3.40 Contract Security / Performance Bond

The Contractor shall furnish the State with a performance bond or irrevocable letter of credit in the amount of \$800,000 within fifteen (15) days of the Governor and Council approval. The Contractor shall bear the full expense of both the initial expense and the annual premiums for the performance bond or irrevocable letter of credit. If such is not provided, the Contract shall be terminated.

A.C.
En Date 04/10/08

The performance bond or irrevocable letter of credit shall be in a form and substance satisfactory to the State. The performance bond or irrevocable letter of credit shall be maintained by the Contractor in full force and effect until conclusion of the Contract. The Contractor or any of its sureties shall not be released from their obligations under the performance bond or irrevocable letter of credit from any change or extension of time, or termination of this Contract.

Out
Date 5/22/08

The performance bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire. The performance bond shall contain the Contract number and dates of performance. The irrevocable letter of credit shall be issued by a bank or lending institution authorized by the New Hampshire Banking Commission to do business in the State of New Hampshire. The irrevocable letter of credit shall be made payable to the State of New Hampshire and shall contain the Contract number and dates of performance.

The performance bond or irrevocable letter of credit shall secure the performance of the Contractor under the Contract, including without limitation performance of the Services in accordance with the Contract, and shall secure any damages, cost or expenses resulting from the Contractor's default in performance of liability caused by the Contractor. Performance bond or irrevocable letter of credit proceeds may also be applied to the Contractor's liability for any Services to replace those terminated as a result of the Contractor's default. In addition to this State liability, the State may seek other remedies.

The State reserves the right to review the performance bond or irrevocable letter of credit and to require the Contractor to substitute a more acceptable performance bond or irrevocable letter of credit form(s) as the State deems necessary prior to acceptance of the performance bond or irrevocable letter of credit.

4 STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

4.1 Effective Date: Completion of Services

4.1.1 The Contractor Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Contract (the "Effective Date").

4.1.2 The State does not require the Contractor to commence work prior to the Effective Date; accordingly, the State shall have no liability for payment to the Contractor for work performed prior to the Effective Date and State's issuance of the Notice to Proceed.

4.2 Conditional Nature of Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. Upon such termination, the Contractor may discontinue performance of Services for which it has not been paid.

4.3 Contract Price : Limitation on Price Payment

- 4.3.1** 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 provided under the Contract.
- 4.3.2** The State reserves the right to offset from any amounts otherwise payable to the Contractor under the Contract those liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.

4.4 Compliance by Contractor With Laws and Regulations Equal Employment Opportunity

- 4.4.1** In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, 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. The Contractor shall also comply with all applicable local, state and federal licensing requirements and standards necessary in the performance of the Contract.
- 4.4.2** During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment in violation of applicable state or federal laws, including but not limited to discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.
- 4.4.3** If the Contract 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 pertinent books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

4.5 Regulatory/Governmental Approvals

The Contractor shall obtain all necessary and applicable regulatory or other governmental approvals.

4.6 Personnel

- 4.6.1** The Contractor shall at its own expense provide all personnel, materials and resources required under the Contract and as necessary to perform the Services under the Contract.
- 4.6.2** The Contractor shall not hire, and shall permit no 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 currently a State officer or employee, elected or appointed.

4.7 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Contract.

The Contracting Officer or his/her successor shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the State Contracting Officer's decision shall represent the final position of the State.

4.8 Termination For Default

- 4.8.1 Unless otherwise provided in the Contract, in the event of a default by a party, the other party shall provide the defaulting party written notice of default, and the defaulting party must cure the default within thirty (30) days ("Cure Period"). If the defaulting party fails to cure the default within the Cure Period, the other party may, at its sole discretion declare the defaulting party in default, terminate the Contract, and pursue its remedies at law and equity.
- 4.8.2 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. A party's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

4.8.3 Events of Default

The following shall be considered Events of Default giving rise to termination as described in 4.8.1 above:

- a. Failure to perform material obligations required under the Contract;
 - b. Failure to substantially comply with the Project Schedule;
 - c. Material deviation from the agreed upon Work Plan;
 - d. Failure to meet functional and/or performance standards or requirements as detailed within the contract; or
 - e. Failure to comply with any other material term or condition of the Contract.
- 4.8.4 In the event the State declares the Contractor in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:
- 4.8.4.1 Set off against any other obligations the State may owe to the Contractor and damage the State suffers by reason of any default;
- 4.8.4.2 Procure equipment, Software, and/or Services that are the subject of the Contract from another source and the Contractor shall be liable for (1) the cost difference between the original Contract price for the equipment, Software, and/or Services acquired from another source, and (2) as applicable, all administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, all of which shall be subject to the limitation of liability set forth in this Contract;
- 4.8.4.3 Pursue its remedies under the performance bond; and
- 4.8.4.4 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

4.8.5 Waiver of Event of Default

No failure by a party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of a party to enforce each and all of the provisions hereof upon any further or other default on the part of the other party.

4.9 Termination For Conflict of Interest

The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts.

In the event the Contract is terminated as provided above, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor if the Contractor knew or should have known about such conflict of interest.

4.10 Termination Procedure

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, for such part of this Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

- a. Stop work under this Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- d. Promptly return to the State its Confidential Information and State Data; and
- e. Provide written certification to the State that the Contractor has surrendered to the State all said property.

4.11 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

4.12 Confidential Information (Contractor)

4.12.1 In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information.

The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form. All right, title, and interest in and to the State's Confidential Information shall remain with the State. Subject to applicable federal or state laws and regulations; including without limitation RSA Chapter 91-A, State Confidential Information shall not include information which: (i) was disclosed to the Contractor on a non-confidential basis from a source other than the State, which the Contractor believes is not prohibited from disclosing such information as a result of an obligation in favor of the State; (ii) is developed by the Contractor independently of, or was known by the Contractor prior to, any disclosure of such information made by the State; or (iii) is disclosed with the written consent of the State. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the State with reasonable advance notice of such an order. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's Confidential Information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's information, the Contractor shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

4.12.2 Insofar as the Contractor seeks to maintain the confidentiality of its confidential information, the Contractor must clearly and in sufficient detail identify in writing the information it claims to be confidential. The Contractor acknowledges that the State is subject to the Right-to-Know law, RSA Chapter 91-A. The State

shall maintain the confidentiality of the properly identified confidential information insofar as it is consistent with applicable State and Federal laws and regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate with and assist the State with the collection and review of the Contractor's confidential information at no additional cost to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to the Contractor, without any State liability to the Contractor.

4.12.3 This Section 4.12 shall survive termination of the Contract.

4.13 Contractor's Relation to the State

In the performance of the Contract, 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, worker's compensation or other emoluments provided by the State to its employees.

4.14 Assignment, Delegation and Subcontracts

4.14.1 Neither party shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation or other transfer made without the other party's prior written consent shall be null and void. Notwithstanding the foregoing, the Contractor may assign the Contract to the successor of all, or substantially all, of the assets or business of the Contractor, provided that the Successor assumes all liabilities and obligations under the Contract, and the Contractor provides the State with reasonable advance written notice of such an assignment.

4.14.2 In the event of a permitted assignment, delegation or other transfer of any of Contractor's interest, rights, or duties under the Contract, in addition to the transferee, assignee, or delegee ("Successor"), the Contractor shall remain responsible for performance of the entire Contract regardless of whether a Successor is used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract by the Successor, any permitted assignment, delegation, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor shall it affect any remedies available to the State against the Contractor for default. Unless, and until, an assignment, delegation, or subcontract occurs as provided above, the State may will consider the Contractor to be the sole point of contact with regard to all contractual matters, including, without limitation, payment of any and all charges resulting from the Contract.

4.15 Indemnification

4.15.1 General

The Contractor shall indemnify, defend 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 upon or resulting from, arising out of or relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts and/or omissions of the Contractor, its personnel and agents during the course of performance of the Contract.

4.15.2 Intellectual Property Infringement and Indemnification

The Contractor shall defend and indemnify the State for and against any claims and/or damages asserted by third parties alleging that the State's use of the System and Services provided by the Contractor to the State

infringes any patent, trademark, copyright, trade name or other intellectual property rights or misappropriates any trade secret of any third party. The Contractor shall have no obligation to indemnify the State for any or all of the following: (i) any infringement attributable solely to the conduct of the State; (ii) use or operation of Contractor supplied services/equipment in combination with services/equipment or services provided by the State or any third party without Contractor's consent; (iii) any addition to or modification of the Contractor provided services/equipment by the State, or any third party at the State's request without Contractor's consent; (iv) use of other than the then current unaltered release of any software used in the Contractor supplied services/equipment, said current unaltered releases to be provided to the State at no additional charge; or; (v) any services/equipment or use of services/equipment if the State which otherwise infringed the patent or copyright asserted against the State prior to the supply of the services/equipment by Contractor.

4.15.3 Survival

This Section 4.15 shall survive termination of the Contract.

4.16 Limitation of Liability

4.16.1 State

In no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed one and one half times (1.5X) the total Contract price. The foregoing limitation shall not apply to any claims of infringement by the State of the Contractor's intellectual property.

4.16.2 Contractor

Subject to applicable laws and regulations, the Contractor shall not be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Contractor's liability to the State shall not exceed one and one half times (1.5X) the total Contract price. Notwithstanding any provision of this Contract to the contrary, this limitation of Liability shall not apply to the Contractor's indemnification obligations set forth in Section 16.2 (Intellectual Property Infringement Indemnification).

4.16.3 Survival

This Section 4.16 shall survive termination of the Contract.

4.17 State's Sovereign Immunity

4.17.1 State's Immunity

Notwithstanding any provision of this Contract to the contrary, 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.

4.18 Insurance

4.18.1 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, both for the benefit of the State, the following insurance:

4.18.1.1 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 incident; and

4.18.1.2 The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

4.19 Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO CONTRACTOR:

G4 Communications Inc.
1 Sundial Ave., Suite 210
Manchester, NH 03101
603-703-0418

TO STATE:

State of New Hampshire
Department of Administrative Services
25 Capital Street, Room 102
Concord, NH 03301
(603) 271-3204

4.20 Amendment

The Contract 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 Council of the State of New Hampshire.

4.21 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire, without regard to choice of law provisions of New Hampshire Law, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court pursuant to RSA 491.8.

4.22 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

4.23 Not a Joint Venture

Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the State and the Contractors who become parties to this Contract.

4.24 Headings

The headings in the Contract shall not be held to explain, modify, amplify or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

4.25 Exhibits

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

4.26 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. Moreover, the terms of the Sections addressing Records Retention and Access Requirements, Accounting Requirements, Confidential Information, Indemnification, and Liability, shall survive the termination of the Contract.

4.27 Entire Contract

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

4.28 Non-Exclusive Contract

This is a non-exclusive contract. The State may, at its sole discretion, retain other vendors to provide telecommunications products or services.

EXHIBIT A PRICES

Services shall be provided at the rates listed within Exhibit A.

1. No one time installation charges shall apply to services installed unless listed within Exhibit A Pricing tables. Monthly charges shall only apply to those services fully tested and in operation during the billing timeframe. Services provided must be installed, tested and fully functional prior to billing.
2. Any services provided for a partial month shall be prorated for the number of days of proven service after installation and testing (no. of service days / no. of days in billing month X monthly cost). No charges shall be made against services not fully tested and operational.
3. No payments shall be made for services inclusive of circuit optioning not itemized within Exhibit A. All costs that are not included shall be considered as inclusive at no additional charge. Only costs within Exhibit A shall be assessed. Acceptable charges are international taxes, non-New Hampshire state taxes and E-911 fees. The State is exempt from Federal taxes and State of NH taxes.
4. The prices listed herein are the only costs to be charged the State throughout the duration of the contract. Only costs as labeled shall be assessed to the State. All services are inclusive within the prices as stated. No additional fees shall apply. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, Contractor internal policies or otherwise 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.
5. Disconnection charges shall not be assessed for any service. No fees shall be charged for the discontinuation of services.
6. Additional cost for expanding bandwidth shall not apply. All services are quoted at full circuit bandwidth. No additional costs shall be charged on the basis of throughput in pulses per second or similar measure.
7. All installation costs shall be included in quoted prices. Installation of any cable or facilities within 150 linear feet of existing demarks or building penetrations (whichever is longer) shall be included in the installation price. Contractor shall extend demarc locations beyond the minimum 150 feet when instructed to do so by the State. Any extension that does not require the installation of new building cable or passive cabling devices and equipment shall not be considered a demarc extension and shall not incur any additional charges to the State. Any extension beyond 150 feet which does require additional materials and labor may be invoiced at the material rate of vendor cost plus 25% and a labor cost of \$125 per hour. The State retains the right to require Contractor to provide a detailed work report and a copy of the distributor invoice in conjunctions with Contractor invoice as verification of labor and material cost.
8. No charges shall be incurred by the State for the programming of Permanent Virtual Circuits, Virtual Channel Connection, Designated Transit List maintenance, Data Link Connection Identifiers or similar activities required to define and maintain circuit operation and/or network activities, inclusive of host circuit change out or upgrades.
9. Contractor shall provide interface equipment including circuit type converters, Wan Interface Cards (WIC) or other devices necessary to allow connectivity to the Contractor's service at no charge to the State.
10. The State shall not be assessed Federal taxes or late payment fees. The State shall not pay any additional fees other than those mandated by government regulatory agencies. All charges must be itemized in monthly invoices.
11. Invoices for installation services shall be detailed to include each item and/or service. No charges for Contractor equipment repair shall be assessed the State. All equipment must be installed, serviced and maintained by the

AC
Vendor

6-3-08
Date

State

6/5/08
Date

EXHIBIT A PRICES

Contractor without additional charges other than those noted within Exhibit A Pricing.

12. Detailed data circuit charges with breakdown of all associated components inclusive of circuit definitions, numbers, locations, throughput and type shall be provided on a monthly basis at no additional costs. Billing shall not be considered complete until all reports and invoices meeting all associated Contract reporting requirements are met for the respective billing month. All payments for the associated Type service shall be held until the requirements are met.
13. Circuits connecting areas outside of State boundaries shall be installed by the Contractor when required by the State. All such services shall be provided at the lowest cost charged by the Contractor to any customer.
14. Balance of Product Line: The Contractor may offer additional complementary services during the term of the contract and any extension thereof. The Contractor shall provide any such service at rates with discounts similar to those offered within the contract. All services shall be coterminous with the contract termination date.
15. Table Headings
Table headings are defined as follows:
Service Item Cost Component: Description of item or service to be provided.
Price: The price of each Service Item Cost component.
16. Common Table Terms
Monthly: The cost for a single month of service as repeated during the life of the installed service.
Install: The complete one time installation charge for the installed service.

**EXHIBIT A
 PRICES**

SERVICE ITEM COST COMPONENT	PRICE
Installation of any Data Service (unless otherwise stated below)	No charge
144K IDSL Xconnect On Net or Off Net Monthly	\$129.00
144K SDSL Xconnect On Net Monthly	\$99.00
270K SDSL Xconnect On Net Monthly	\$129.00
400K SDSL Xconnect On Net Monthly	\$169.00
530K SDSL Xconnect On Net Monthly	\$199.00
780K SDSL Xconnect On Net Monthly	\$229.00
1040K SDSL Xconnect On Net Monthly	\$239.00
1550K SDSL Xconnect On Net Monthly	\$249.00
2060K SDSL Xconnect On Net Monthly	\$299.00
2320K SDSL Xconnect On Net Monthly	\$329.00
4500K SDSL Xconnect On Net Monthly	\$799.00
6000K SDSL Xconnect On Net Monthly	\$999.00
8000K SDSL Xconnect On Net Monthly	\$1,199.00
10000K SDSL Xconnect On Net Monthly	\$1,299.00
10000K Plus SDSL Xconnect On Net - Additional Monthly per 1000 Kbps additional bandwidth	\$100.00 per 1000 Kbps
144K IDSL with Internet Access On Net Monthly	\$129.00
144K IDSL with Internet Access Off Net Monthly	\$179.00

**EXHIBIT A
PRICES**

SERVICE ITEM COST COMPONENT	PRICE
144K SDSL Internet Access On Net Monthly	\$89.00
270K SDSL Internet Access On Net Monthly	\$99.00
400K SDSL Internet Access On Net Monthly	\$139.00
530K SDSL Internet Access On Net Monthly	\$169.00
780K SDSL Internet Access On Net Monthly	\$219.00
1040K SDSL Internet Access On Net Monthly	\$279.00
1550K SDSL Internet Access On Net Monthly	\$329.00
2060K SDSL Internet Access On Net Monthly	\$ 399.00
2320K SDSL Internet Access On Net Monthly	\$449.00
4500K SDSL Internet Access On Net Monthly	\$1,179.00
6000K SDSL Internet Access On Net Monthly	\$1,569.00
8000K SDSL Internet Access On Net Monthly	\$1,899.00
10000K SDSL Internet Access On Net Monthly	\$1,999.00
SDSL Spare Stand-by Circuit (for speeds less than 2320K) On Net Monthly	\$80.00
SDSL Spare Stand-by Circuit (for speeds less than 4500K) On Net Monthly	\$160.00
SDSL Spare Stand-by Circuit (for speeds less than or equal to 8000K) On Net Monthly	\$240.00
SDSL Spare Stand-by Circuit (for speeds less than or equal to 10000K) On Net Monthly	\$320.00
1500K T1 X Connect On Net Monthly	\$300.00

**EXHIBIT A
 PRICES**

SERVICE ITEM COST COMPONENT	PRICE
3000K T1 Xconnect On Net Monthly	\$600.00
4500K T1 Xconnect On Net Monthly	\$900.00
6000K T1 Xconnect On Net Monthly	\$1,200.00
1500K T1 Xconnect Off Net Monthly	\$495.00
3000K T1 Xconnect Off Net Monthly	\$1,590.00
4500K T1 Xconnect Off Net Monthly	\$2,385.00
6000K T1 Xconnect Off Net Monthly	\$3,180.00
768K T1 Internet ON-NET Monthly	\$395.00
1500K T1 Internet ON-NET Monthly	\$495.00
3000K T1 Internet ON-NET Monthly	\$995.00
4500K T1 Internet ON-NET Monthly	\$1,495.00
6000K T1 Internet ON-NET Monthly	\$1,995.00
1500K T1 Internet OFF-NET Monthly	\$795.00
3000K T1 Internet OFF-NET Monthly	\$1,590.00
4500K T1 Internet OFF-NET Monthly	\$2,385.00
6000K T1 Internet OFF-NET Monthly	\$3,180.00
56K Frame Relay, All locations	\$99.00
Dial-up Xconnect Access	No Charge

EXHIBIT A PRICES

SERVICE ITEM COST COMPONENT	PRICE
SDSL IMUX charge (for circuits greater than 2320K) On Net or Off Net Monthly	\$200.00
T1 IMUX charge (for circuits greater than 1500K) On Net or Off Net Monthly	\$300.00
DS3 Xconnect ON-NET Monthly	\$1,995.00
DS3 Internet ON-NET Monthly	\$4,995.00
Managed Router Service - Installation	\$195.00
Managed Router Service - Monthly	\$50.00
Managed Firewall Service - Installation	\$795.00
Managed Firewall Service - Monthly	\$100.00
OC3 with Ethernet Handoff – On Net or Off Net Monthly	\$4,995.00
OC3 with Ethernet Handoff – On Net or Off Net Installation	\$1995.00
Extended Demarc or Similar Labor Charge per Hour	\$125.00
Additional Materials for Extended Demarc	Vendor cost + 25%

In witness whereof, the parties have caused this Contract to be executed and delivered effective as of the Contract award date by Governor and Executive Council.

G4 COMMUNICATIONS, CORP.

STATE OF NEW HAMPSHIRE

By: [Signature]
Gent Cav
(Print Name)

By: [Signature]
Linda M. Hodyson
(Print Name)

Title: President

Title: Administrative Services Commissioner

Date: 3/27/2008

Date: _____

NOTARY

STATE OF NEW HAMPSHIRE
OFFICE OF THE ATTORNEY GENERAL

On the 27 day of MARCH, 2008,
There appeared before me, the state and county
foresaid a person who satisfactorily identified
himself as

By: [Signature]
Suzan Lehmann
(Print Name)

Gent Cav

Title: SAA6

Date: 6-2-08

And acknowledge that he executed this document indicated above.

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

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

_____, 2007.

[Signature]
(Notary Public)

Signed: _____

My commission expires:

(Print Name)

LEILONNIE A. ENOW TATAW, Notary Public
My Commission Expires May 2, 2012

Title: _____

(Date)

**APPENDIX A
 DATA SERVICE LOCATIONS**

The following is a list of locations requiring Contractor services. Locations may be added or deleted at any time.

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
DERRY	29 W BROADWAY	QEDQ	56K FR	1
ENFIELD	23 MAIN ST	QEXQ	56K FR	1
CONCORD	222 SHEEP DAVIS RD	QEDQ	56K FR	1
ACWORTH	13 TOWN HALL RD	QEXQ	56K FR	1
ALEXANDRIA	45 WASHBURN ROAD	QEXQ	56K FR	1
ALLENSTOWN	16 SCHOOL ST	QEXQ	56K FR	1
ALSTEAD	15 MECHANIC ST	QEDQ	56K FR	1
AMHERST	2 MAIN ST	QEXQ	56K FR	1
AMHERST	175 AMHERST ST	QEXQ	56K FR	1
ASHLAND	46 NO. MAIN ST	QEDQ	56K FR	1
ATKINSON	21 ACADEMY AVE	QEXQ	56K FR	1
AUBURN	5 PRISCILLA LANE	QEDQ	56K FR	1
BARNSTEAD	108 S BARNSTEAD	QEDQ	56K FR	1
BARRINGTON	41 PROVINCE	QEDQ	56K FR	1
BARTLETT	50 TOWN HALL RD	QEDQ	56K FR	1
BEDFORD	6 SOMMERVILLE DRIVE	QEXQ	56K FR	1
BEDFORD	55 CONSTITUTION DR	QGXX	T1 FR AT 1544K OR LESS	1
BEDFORD	5 COLBY ST, SUITE 2	QEXQ	56K FR	1
BEDFORD	324 SOUTH RIVER RD	QGXX	T1 FR AT 1544K OR LESS	1
BEDFORD	25 ROUTE 101E	QEXQ	56K FR	1
BEDFORD	24 NORTH AMHERST ROAD	QEXQ	56K FR	1
BELKNAP	BELKNAP MALL	QEDQ	56K FR	1
BELMONT	525 STATE RD	QEDQ	56K FR	1
BELMONT	3 HIGGINS DR	QGXX	T1 FR AT 1544K OR LESS	1
BELMONT	16 FULLER ST	QGXX	T1 FR AT 1544K OR LESS	1
BENNINGTON	7 SCHOOL ST	QEDQ	56K FR	1
BERLIN	3 12TH STREET	QGDQ	T1 FR AT 1544K OR LESS	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
BERLIN	220 MAIN ST	QEDQ	56K FR	1
BERLIN	22 MAIN ST	QGXX	T1 FR AT 1544K OR LESS	1
BERLIN	219 MAIN ST	QGXX	T1 FR AT 1544K OR LESS	1
BERLIN	17 PLEASANT ST	QEDQ	56K FR	1
BERLIN	151 PLEASANT ST	DSL	DSL	1
BERLIN	151 PLEASANT ST	QGDQ	T1 FR AT 1544K OR LESS	1
BERLIN	151 PLEASANT ST	QGXX	T1 FR AT 1544K OR LESS	1
BERLIN	143 EAST MILAN RD	QEXQ	56K FR	1
BERLIN	143 E MILAN RD	QEXQ	56K FR	1
BERLIN	138 E MILAN RD	QGDQ	T1 FR AT 1544K OR LESS	1
BERLIN	135 GREEN ST	QGXX	T1 FR AT 1544K OR LESS	1
BETHLEHEM	2155 MAIN ST	QEDQ	56K FR	1
BOSCAWEN	314 DANIEL WEBSTER HIGHWAY	QGXX	T1 FR AT 1544K OR LESS	1
BOSCAWEN	116 N MAIN ST	QEDQ	56K FR	1
BOW	670 ROUTE 3A	DSL	DSL	1
BOW	670 ROUTE 3A	QEXQ	56K FR	1
BOW	12 ROBINSON RD	QGXX	T1 FR AT 1544K OR LESS	1
BRADFORD	75 W MAIN ST	QEDQ	56K FR	1
BRENTWOOD	101 NORTH RD	QGXX	T1 FR AT 1544K OR LESS	1
BRENTWOOD	10 RTE 125	QEDQ	56K FR	1
BRENTWOOD	1 DALTON RD	QEDQ	56K FR	1
BRISTOL	84 AYERS ISLAND RD	QEXQ	56K FR	1
BRISTOL	230 LAKE ST	QEDQ	56K FR	1
BRISTOL	20 LAKE ST	QEDQ	56K FR	1
BROOKLINE	44A ROUTE 13	QEXQ	56K FR	1
CAMPTON	25 VINTINNER RD	QEXQ	56K FR	1
CAMPTON	1307 NH RT 175	QEDQ	56K FR	1
CANAAN	490 ROUTE 118	DSL	DSL	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
CANDIA	74 HIGH ST	QEDQ	56K FR	1
CANDIA	376 OLD CANDIA RD	DSL	DSL	1
CANTERBURY	123 WEST ROAD	QEXQ	56K FR	1
CANTERBURY	10 HACKLEBORO ROAD	QEXQ	56K FR	1
CARROLL	SCHOOL RD	QEXQ	56K FR	1
CARROLL	549 ROUTE 302	QGXQ	T1 FR AT 1544K OR LESS	1
CARROLL	502 RTE 302	QGDQ	T1 FR AT 1544K OR LESS	1
CENTER OSSIPEE	240 RT 16 B	QEDQ	56K FR	1
CENTRE HARBOR	12A MAIN ST	QEXQ	56K FR	1
CHARLESTOWN	28 RAILROAD ST	QGXQ	T1 FR AT 1544K OR LESS	1
CHARLESTOWN	26 RAILROAD ST	QEDQ	56K FR	1
CHESTER	84 CHESTER ST	QEDQ	56K FR	1
CHESTERFIELD	504 RTE 63	QEDQ	56K FR	1
CHESTERFIELD	504 RTE 63	QGXQ	T1 FR AT 1544K OR LESS	1
CLAREMONT	404 WASHINGTON ST	DSL	DSL	1
CLAREMONT	404 WASHINGTON ST	QGDQ	T1 FR AT 1544K OR LESS	1
CLAREMONT	404 WASHINGTON ST	QGXQ	T1 FR AT 1544K OR LESS	1
CLAREMONT	345 WASHINGTON ST	QEDQ	56K FR	1
CLAREMONT	17 WATER ST	QEDQ	56K FR	1
CLAREMONT	17 WATER ST	QGXQ	T1 FR AT 1544K OR LESS	2
CLAREMONT	1 POLICE CT	QGXQ	T1 FR AT 1544K OR LESS	1
CLARKSVILLE	408 RTE 145	QEXQ	56K FR	1
CLARKSVILLE	408 ROUTE 145	QEXQ	56K FR	1
COLEBROOK	CORELESS LANE	QEDQ	56K FR	1
COLEBROOK	17 BRIDGE ST	QGXQ	T1 FR AT 1544K OR LESS	1
COLEBROOK	151 MAIN ST	QEDQ	56K FR	1
COLEBROOK	10 BRIDGE ST	QEXQ	56K FR	1
COLUMBIA	8 GRANT ROAD	QEXQ	56K FR	1

**APPENDIX A
 DATA SERVICE LOCATIONS**

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
CONCORD	99 AIRPORT RD	DSL	DSL	1
CONCORD	91 AIRPORT RD	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	8 COMMERCIAL ST	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	78 REGIONAL DR	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	78 REGIONAL DR	QEXQ	56K FR	1
CONCORD	7 EAGLE SQ	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	64B OLD SUNCOOK ROAD	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	61 SOUTH SPRING ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	60 IRON WORKS RD	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	55 PLEASANT STREET	QEXQ	56K FR	1
CONCORD	55 PLEASANT ST	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	50 STORRS ST	QEDQ	56K FR	1
CONCORD	50 STORRS ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	50 STORRS	QEDQ	56K FR	1
CONCORD	5 LANGDON ST	DSL	DSL	1
CONCORD	49 DONOVAN ST	DHZA	T1, POINT TO POINT, 1544K	2
CONCORD	49 DONOVAN ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	45 CHENNEL DR	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	41 GREEN ST	QEXQ	56K FR	1
CONCORD	40 TERRILL PARK DR	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	4 COURT ST	QEDQ	56K FR	1
CONCORD	36 CLINTON ST	QEXQ	56K FR	1
CONCORD	35 GREEN ST	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	33 HAZEN DR	DHZA	T1, POINT TO POINT, 1544K	4

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
CONCORD	33 HAZEN DR	QEDQ	56K FR	4
CONCORD	33 HAZEN DR	QGDQ	T1 FR AT 1544K OR LESS	2
CONCORD	33 HAZEN DR	QGXQ	T1 FR AT 1544K OR LESS	2
CONCORD	33 HAZEN DR	QIXQ	45000K FR	2
CONCORD	32 S MAIN ST	DHZA	T1, POINT TO POINT, 1544K	6
CONCORD	32 S MAIN ST	DZZD	T1, POINT TO POINT, 1544K	1
CONCORD	32 S MAIN ST	QGDQ	T1 FR AT 1544K OR LESS	2
CONCORD	32 S MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	2
CONCORD	32 CLINTON ST	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	312 N MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	30 STORRS ST	DSL	DSL	1
CONCORD	30 STICKNEY AVE	DSL	DSL	1
CONCORD	3 INSTITUTE DR	DSL	DSL	1
CONCORD	3 BARRELL CT.	DSL	DSL	1
CONCORD	29 HAZEN DR	DZZD	T1, POINT TO POINT, 1544K	2
CONCORD	29 HAZEN DR	IPZD	ISDN PRI MAY BE VOICE OR DATA, MESSAGE USAGE	1
CONCORD	281 N STATE ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	281 N STATE ST	YBGA	T1, POINT TO POINT, 1544K	1
CONCORD	281 N MAIN ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	27 HAZEN DR	DHZA	T1, POINT TO POINT, 1544K	6
CONCORD	27 HAZEN DR	DZZD	T1, POINT TO POINT, 1544K	1
CONCORD	27 HAZEN DR	MGAJ	OC3, 1550000K	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
CONCORD	27 HAZEN DR	QEDQ	56K FR	1
CONCORD	27 HAZEN DR	QIXQ	45000K FR	1
CONCORD	27 HAZEN DR	YBGA	T1, POINT TO POINT, 1544K	1
CONCORD	26 COLLEGE DR	HCGL	T1, POINT TO POINT, 1544K	2
CONCORD	25 HALL ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	25 CAPITOL ST	HCGL	T1, POINT TO POINT, 1544K	2
CONCORD	25 CAPITOL ST	QEDQ	56K FR	1
CONCORD	246 PLEASANT STREET - SUITE 218	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	24 HORSESHOE POND LANE	QEDQ	56K FR	1
CONCORD	24 HORSE SHOE LANE	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	222 SHEEP DAVIS RD	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	220 SHEEP DAVIS RD	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	20 PARK ST	QEDQ	56K FR	2
CONCORD	2 INDUSTRIAL PARK DR, STE 120	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	2 INDUSTRIAL PARK DR	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	2 CHENELL DR	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	2 1/2 BEACON ST	DSL	DSL	1
CONCORD	197 LOUDON RD	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	19 PILLSBURY ST	DSL	DSL	1
CONCORD	172 PEMBROKE RD	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	17 INSTITUTE DR	QEXQ	56K FR	1
CONCORD	17 INSTITUTE	DSL	DSL	1
CONCORD	17 CHENELL DRIVE	QGXQ	T1 FR AT 1544K OR LESS	1
CONCORD	163 N MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
CONCORD	139 IRON WORKS RD	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	129 PLEASANT ST	MGAJ	OC3, 1550000K	1
CONCORD	12 HILLS AVE	DSL	DSL	1
CONCORD	11 STICKNEY AVE	DHZA	T1, POINT TO POINT, 1544K	1
CONCORD	11 INSTITUTE DRIVE	MGAJ	OC3, 1550000K	1
CONCORD	11 HAZEN DR	QGXX	T1 FR AT 1544K OR LESS	1
CONCORD	107 PLEASANT ST	IPZD	ISDN PRI MAY BE VOICE OR DATA, MESSAGE USAGE	1
CONCORD	107 PLEASANT ST	QGXX	T1 FR AT 1544K OR LESS	1
CONCORD	105 PLEASANT ST	QEDQ	56K FR	1
CONCORD	105 PLEASANT ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	101 PLEASANT ST	QEDQ	56K FR	1
CONCORD	101 PLEASANT ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	100 FORT EDDY RD	QEDQ	56K FR	1
CONCORD	10 WEST ST	QGDQ	T1 FR AT 1544K OR LESS	1
CONCORD	10 WEST ST	QGXX	T1 FR AT 1544K OR LESS	1
CONTOOCCOOK	846 MAIN ST	QEDQ	56K FR	1
CONWAY	ROUTE 16, PO BOX 391	QEDQ	56K FR	1
CONWAY	71 HOBBS STREET	QGXX	T1 FR AT 1544K OR LESS	1
CONWAY	518 WHITE MTN HWY	DSL	DSL	1
CONWAY	518 WHITE MOUNTAIN HWY	QGDQ	T1 FR AT 1544K OR LESS	1
CONWAY	518 WHITE MOUNTAIN HWY	QGXX	T1 FR AT 1544K OR LESS	1
CONWAY	234 MTN HWY	QEDQ	56K FR	1
CORNISH	110 STAGE AND TOWN HOUSE ROAD	QEXQ	56K FR	1
DALTON	741 DALTON RD	QEDQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
DANBURY	23 HIGH ST	QEXQ	56K FR	1
DANVILLE	210 MAIN ST	QEXQ	56K FR	1
DEERFIELD	8 RAYMOND RD	QGXQ	T1 FR AT 1544K OR LESS	1
DEERFIELD	8 RAYMOND DR	QEDQ	56K FR	1
DERRY	59 KENDALL POND ROAD	QEXQ	56K FR	1
DERRY	14 MANNING ST	QEXQ	56K FR	1
DERRY	131 EAST BROADWAY	QGXQ	T1 FR AT 1544K OR LESS	1
DERRY	11 MANCHESTER ROAD	QEDQ	56K FR	1
DERRY	10 MANNING ST	QEDQ	56K FR	1
DERRY	1 MUNICIPAL DR	QGXQ	T1 FR AT 1544K OR LESS	1
DOVER	COUNTY FARM RD	QEDQ	56K FR	1
DOVER	50 BOSTON HARBOR RD	QGDQ	T1 FR AT 1544K OR LESS	1
DOVER	47 CHESTNUT ST	QEDQ	56K FR	1
DOVER	46 LOCUST ST	QGXQ	T1 FR AT 1544K OR LESS	1
DOVER	30 ST THOMAS ST	QGDQ	T1 FR AT 1544K OR LESS	1
DOVER	259 COUNTY FARM RD	QGDQ	T1 FR AT 1544K OR LESS	1
DOVER	25 ST. THOMAS ST	QEDQ	56K FR	1
DOVER	25 ST THOMAS STREET	QEDQ	56K FR	1
DOVER	103 ROXBURY ST, STE 101	QGDQ	T1 FR AT 1544K OR LESS	1
DUBLIN	MAIN ST (RTE 101)	QEDQ	56K FR	1
DURHAM	MAIN ST	QEDQ	56K FR	1
DURHAM	86 DOVER RD	QGXQ	T1 FR AT 1544K OR LESS	1
DURHAM	51 COLLEGE DR	QGXQ	T1 FR AT 1544K OR LESS	1
DURHAM	271 MAIN ST	QGDQ	T1 FR AT 1544K OR LESS	1
E KINGSTON	24 DEPOT RD	QEDQ	56K FR	1
EATON	83 BROWNFIELD RD	QEXQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
EFFINGHAM	68 SCHOOL ST	QEXQ	56K FR	1
ENFIELD	RTE 89	YGGG	FRACTIONAL T1, LESS THAN 1544K	1
ENFIELD	8 EASTMAN HILL RD	QGDQ	T1 FR AT 1544K OR LESS	1
ENFIELD	19 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
EPPING	37 PLEASANT ST	QGXQ	T1 FR AT 1544K OR LESS	1
EPPING	315 CALEF HWY	QGXQ	T1 FR AT 1544K OR LESS	1
EPSOM	27 BLACK HILL RD	QEDQ	56K FR	1
ERROL	33 MAIN ST	QEXQ	56K FR	1
ERROL	143 DAM ROAD	QEXQ	56K FR	1
EXETER	8 CONTINENTAL DR	QGXQ	T1 FR AT 1544K OR LESS	1
EXETER	253 EPPING ROAD	QEXQ	56K FR	1
EXETER	20 COURT ST	QGXQ	T1 FR AT 1544K OR LESS	1
EXETER	10 FRONT ST	QEXQ	56K FR	1
FARMINGTON	ROUTE 11, TAPPAN ST	QEDQ	56K FR	1
FARMINGTON	531 MAIN ST	QEXQ	56K FR	1
FITZWILLIAM	RTE 12 AND 119	QEDQ	56K FR	1
FRANCONIA	27 MAIN ST	QEDQ	56K FR	1
FRANCONIA	327 BUTLER HILL ROAD	QEXQ	56K FR	1
FRANCONIA	2 FRANCONIA NOTCH	QEXQ	56K FR	1
FRANKLIN	880 CENTRAL ST	QEDQ	56K FR	1
FRANKLIN	7 HANCOCK TERRACE	QEDQ	56K FR	1
FRANKLIN	7 HANCOCK TERRACE	QGXQ	T1 FR AT 1544K OR LESS	1
FRANKLIN	528 RIVER RD	DSL	DSL	1
FRANKLIN	5 HANCOCK TERRACE	QGXQ	T1 FR AT 1544K OR LESS	1
FRANKLIN	38 SALISBURY RD	DSL	DSL	1
FRANKLIN	316 CENTRAL ST	QEDQ	56K FR	1
FRANKLIN	20 CANAL ST	QGDQ	T1 FR AT 1544K	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
			OR LESS	
FREMONT	292 MAIN ST	QEXQ	56K FR	1
GILFORD	9 LAKE SHORE DR	QEDQ	56K FR	1
GILFORD	47 CHERRY VALLEY RD	QGXQ	T1 FR AT 1544K OR LESS	1
GILFORD	31 DOCK RD	QGDQ	T1 FR AT 1544K OR LESS	1
GILFORD	2 SAWMILL RD	QGDQ	T1 FR AT 1544K OR LESS	1
GLEN	RT 302	QEXQ	56K FR	1
GLENCLIFF	77 HIGH ST	QGDQ	T1 FR AT 1544K OR LESS	1
GOFFSTOWN	93 CHURCH ST	DSL	DSL	1
GOFFSTOWN	605 MAST RD	QEDQ	56K FR	2
GOFFSTOWN	329 MAST RD	QEXQ	56K FR	1
GOFFSTOWN	329 MAST RD	QGXQ	T1 FR AT 1544K OR LESS	1
GOFFSTOWN	326 MAST RD	QGXQ	T1 FR AT 1544K OR LESS	1
GOFFSTOWN	317 MAST RD	QGDQ	T1 FR AT 1544K OR LESS	1
GOFFSTOWN	16 MAIN ST	QEDQ	56K FR	2
GOFFSTOWN	16 MAIN ST	QGDQ	T1 FR AT 1544K OR LESS	1
GORHAM	551 GORHAM RD	QEXQ	56K FR	1
GORHAM	347 MAIN ST	QEXQ	56K FR	2
GORHAM	20 PARK ST	QEDQ	56K FR	1
GORHAM	20 PARK ST	QGXQ	T1 FR AT 1544K OR LESS	1
GOSHEN	54 MILL VILLAGE ROAD NORTH	QEXQ	56K FR	1
GRANTHAM	300 RT 10 SOUTH	QEXQ	56K FR	1
GREENFIELD	265 SAWMILL ROAD	QEXQ	56K FR	1
GREENVILLE	46 MAIN ST	QEDQ	56K FR	1
GROVETON	RT 3	QEDQ	56K FR	1
HAMPSTEAD	11 MAIN ST	QEDQ	56K FR	1
HAMPTON	RTE I-95 S	QEDQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
HAMPTON	RTE I-95 N	QEDQ	56K FR	1
HAMPTON	I-95 NORTH LOCATED BETWEEN EXITS	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON	HAMPTON RAMP TOLL PLAZA	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON	HAMPTON MAIN TOLL PLAZA	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON	66 ASHWORTH AVE	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON	64 ASHWORTH AV	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON	132 WINNACUNNET RD	QEDQ	56K FR	1
HAMPTON	102 OCEAN BLVD	DSL	DSL	1
HAMPTON	100 WINNACUNNET RD	QEXQ	56K FR	1
HAMPTON	100 BROWN AVE	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON FALLS	3 DRINKWATER RD	QGXQ	T1 FR AT 1544K OR LESS	1
HAMPTON FALLS	1 DRINKWATER RD	QEXQ	56K FR	1
HANCOCK	50 MAIN ST	QEDQ	56K FR	1
HANOVER	46 LYME RD	QGXQ	T1 FR AT 1544K OR LESS	1
HANOVER	42 SOUTH MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
HARRISVILLE	705 CHESHAM RD	QEXQ	56K FR	1
HENNIKER	7 LIBERTY HILL RD - BD 2 STE 110	QEXQ	56K FR	1
HENNIKER	7 LIBERTY HILL RD	QGXQ	T1 FR AT 1544K OR LESS	1
HENNIKER	2 DEPOT ST	QEDQ	56K FR	1
HENNIKER	2 DEPOT HILL RD	QEDQ	56K FR	1
HENNIKER	17 MAIN ST	QEXQ	56K FR	1
HILLSBORO	HILLSBORO SHOPPING CENTER	QEDQ	56K FR	1
HILLSBORO	29 SCHOOL ST	QEDQ	56K FR	1
HILLSBORO	27 SCHOOL ST	QGXQ	T1 FR AT 1544K OR LESS	1
HILLSBORO	15 ANTRIM ROAD	QEXQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
HILLSBOROUGH	22 DUMP RD	QGXQ	T1 FR AT 1544K OR LESS	1
HINSDALE	ROUTE 119, BOX 114	QEDQ	56K FR	1
HINSDALE	11 MAIN ST	QEDQ	56K FR	1
HOLDERNESS	1089 RTE 3	QEXQ	56K FR	1
HOLLIS	9 SILVER LAKE RD	QGXQ	T1 FR AT 1544K OR LESS	1
HOOKSETT	RTE I-93 S, 25 SPRINGER RD	QEDQ	56K FR	1
HOOKSETT	RTE I-93 N, RT 3A	QEDQ	56K FR	1
HOOKSETT	PETERS BROOK ROAD	QEXQ	56K FR	1
HOOKSETT	HACKETT HILL RD	YGGG	FRACTIONAL T1, LESS THAN 1544K	1
HOOKSETT	16 HACKETT HILL RD	QGDQ	T1 FR AT 1544K OR LESS	1
HOOKSETT	15 LEGENDS DR	QGXQ	T1 FR AT 1544K OR LESS	1
HOOKSETT	1271 HOOKSETT RD, K-MART PLAZA	QEDQ	56K FR	1
HOOKSETT	101 MERRIMACK ST	QEDQ	56K FR	1
HOOKSETT	101 MERRIMACK ST	QGXQ	T1 FR AT 1544K OR LESS	1
HUDSON	212 LOWELL RD	QEDQ	56K FR	1
HUDSON	15 LIBRARY ST	QGXQ	T1 FR AT 1544K OR LESS	1
HUDSON	1 CONSTITUTION DRIVE	QGXQ	T1 FR AT 1544K OR LESS	1
JAFFREY	84 PETERBOROUGH RD	QEDQ	56K FR	1
JAFFREY	84 PETERBOROUGH RD	QEXQ	56K FR	1
JAFFREY	80 PETERBOROUGH RD	QEDQ	56K FR	1
JAFFREY	26 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
JEFFERSON	160 STAG HOLLOW ROAD	QEXQ	56K FR	1
KEENE	809 COURT ST	QGXQ	T1 FR AT 1544K OR LESS	1
KEENE	6 ASH BROOK COURT	QEXQ	56K FR	1
KEENE	372 WEST ST	QEDQ	56K FR	1
KEENE	350 MARLBORO ST	QGXQ	T1 FR AT 1544K	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
			OR LESS	
KEENE	32 VERNON ST	QGXQ	T1 FR AT 1544K OR LESS	1
KEENE	3 WASHINGTON ST	QEXQ	56K FR	1
KEENE	3 WASHINGTON ST	QGXQ	T1 FR AT 1544K OR LESS	1
KEENE	29 RTE 9	QGDQ	T1 FR AT 1544K OR LESS	1
KEENE	28 MECHANIC ST	QGXQ	T1 FR AT 1544K OR LESS	1
KEENE	12 COURT ST	QGXQ	T1 FR AT 1544K OR LESS	1
KEENE	109 KEY RD	DSL	DSL	1
KEENE	109 KEY RD	QGDQ	T1 FR AT 1544K OR LESS	1
KEENE	109 KEY RD	QGXQ	T1 FR AT 1544K OR LESS	1
KENSINGTON	95 AMESBURY RD	QEDQ	56K FR	1
KINGSTON	163 MAIN ST	QEDQ	56K FR	1
LACONIA	DEXTER SHOE MALL	QEDQ	56K FR	1
LACONIA	ACADEMY SQUARE	QEDQ	56K FR	1
LACONIA	65 W BEACON ST	QGXQ	T1 FR AT 1544K OR LESS	1
LACONIA	64 COURT ST	QEDQ	56K FR	1
LACONIA	50 COMMUNICATIONS DR	IPZD	ISDN PRI MAY BE VOICE OR DATA, MESSAGE USAGE	1
LACONIA	50 COMMUNICATIONS DR	QGDQ	T1 FR AT 1544K OR LESS	1
LACONIA	50 COMMUNICATIONS DR	QGXQ	T1 FR AT 1544K OR LESS	1
LACONIA	5 RIGHTWAY PATH	QGDQ	T1 FR AT 1544K OR LESS	1
LACONIA	426 UNION AVE	DHZA	T1, POINT TO POINT, 1544K	1
LACONIA	426 UNION AVE	QGDQ	T1 FR AT 1544K OR LESS	1
LACONIA	426 UNION AVE	QGXQ	T1 FR AT 1544K	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
			OR LESS	
LACONIA	42 COUNTY RD	QGXQ	T1 FR AT 1544K OR LESS	1
LACONIA	200 WATER ST	DSL	DSL	1
LACONIA	161 COURT ST	QEDQ	56K FR	1
LACONIA	126 NEW SALEM ST	QGXQ	T1 FR AT 1544K OR LESS	1
LACONIA	1 RIGHT WAY PATH	QGDQ	T1 FR AT 1544K OR LESS	1
LACONIA	1 RIGHT WAY PATH	YBGA	T1, POINT TO POINT, 1544K	1
LANCASTER	GROVETON RD	YGGG	FRACTIONAL T1, LESS THAN 1544K	1
LANCASTER	641 MAIN ST	DHZA	T1, POINT TO POINT, 1544K	1
LANCASTER	641 MAIN ST	QGDQ	T1 FR AT 1544K OR LESS	1
LANCASTER	641 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
LANCASTER	628B MAIN ST	DSL	DSL	1
LANCASTER	55 SCHOOL ST	QGXQ	T1 FR AT 1544K OR LESS	1
LANCASTER	25 MAIN STREET	QEXQ	56K FR	1
LANCASTER	199A MAIN ST	QEDQ	56K FR	1
LANCASTER	173 MIDDLE ST	QGXQ	T1 FR AT 1544K OR LESS	1
LANCASTER	11 MECHANIC ST	QGXQ	T1 FR AT 1544K OR LESS	1
LEBANON	85 MECHANIC ST, STE. 4	DSL	DSL	1
LEBANON	85 MECHANIC ST, STE 206A	QGDQ	T1 FR AT 1544K OR LESS	1
LEBANON	85 MECHANIC ST	QGDQ	T1 FR AT 1544K OR LESS	1
LEBANON	51 N PARK ST	QEDQ	56K FR	1
LEBANON	400 MIRACLE MILE	QGXQ	T1 FR AT 1544K OR LESS	1
LEBANON	38 CENTERRA PKWY	QGDQ	T1 FR AT 1544K OR LESS	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
LEBANON	36 POVERTY LANE	QGXQ	T1 FR AT 1544K OR LESS	1
LEBANON	2943 RTE 4	QEDQ	56K FR	1
LEBANON	20 W PARK ST	QGDQ	T1 FR AT 1544K OR LESS	1
LEBANON	138 ETNA RD	DSL	DSL	1
LEBANON	12 CENTERRA PKWY	QEDQ	56K FR	1
LEE	54 CALEF HWY	QEDQ	56K FR	1
LEE	20 GEORGE BENNETT RD	QGXQ	T1 FR AT 1544K OR LESS	1
LEMPSTER	856 RTE 10	QEXQ	56K FR	1
LEMPSTER	390 US RTE 10	QEXQ	56K FR	1
LEXINGTON	40 HARTWELL AVE	QEDQ	56K FR	1
LINCOLN	THE FLUME	QEXQ	56K FR	1
LINCOLN	MAIN ST	QEDQ	56K FR	2
LINCOLN	65 OLD AIRPORT RD	DSL	DSL	1
LINCOLN	148 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
LITTLETON	80 N LITTLETON RD	QGXQ	T1 FR AT 1544K OR LESS	1
LITTLETON	646 UNION ST., UNIT 100	DSL	DSL	1
LITTLETON	646 UNION ST	QGDQ	T1 FR AT 1544K OR LESS	1
LITTLETON	646 UNION ST	QGXQ	T1 FR AT 1544K OR LESS	1
LITTLETON	568 MEADOW ST	QEDQ	56K FR	1
LITTLETON	201 DELLS RD	DSL	DSL	1
LITTLETON	170 MEADOW ST	QEDQ	56K FR	1
LITTLETON	134 MAIN STREET	QGXQ	T1 FR AT 1544K OR LESS	1
LITTLETON	134 MAIN ST	QEDQ	56K FR	1
LONDONDERRY	GARDEN LANE	DSL	DSL	1
LONDONDERRY	469 MAMMOTH ROAD	QEXQ	56K FR	1
LONDONDERRY	34 NASHUA RD	QEDQ	56K FR	1
LONDONDERRY	280 MAMMOTH RD	QGXQ	T1 FR AT 1544K OR LESS	1
LONDONDERRY	268 MAMMOTH ROAD	QGXQ	T1 FR AT 1544K	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
			OR LESS	
LONDONDERRY	1 COMMONS DR BLDG B UNIT 11	QGDQ	T1 FR AT 1544K OR LESS	1
LONDONDERRY	1 AIRPORT RD	QGXQ	T1 FR AT 1544K OR LESS	1
LYNDEBOROUGH	9 CITIZENS HALL RD	QEXQ	56K FR	1
MADBURY	13 TOWN HALL RD	QEDQ	56K FR	1
MANCHESTER	908 ELM ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	885 HANOVER ST	QEDQ	56K FR	1
MANCHESTER	815 CANAL ST	QEDQ	56K FR	1
MANCHESTER	811 CANAL ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	60 ROGERS ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	50 BRIDGE ST	QEDQ	56K FR	1
MANCHESTER	445 WILLOW ROAD	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	351 CHESTNUT ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	35 AMHERST ST	QEDQ	56K FR	1
MANCHESTER	333 LINCOLN ST	QEXQ	56K FR	1
MANCHESTER	31 HAMEL DR	QEDQ	56K FR	1
MANCHESTER	300 HANOVER ST	QGDQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	300 CHESTNUT ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	195 MCGREGOR ST	DSL	DSL	1
MANCHESTER	195 MCGREGOR ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	1750 ELM ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	15 BROOK ST.	DSL	DSL	1
MANCHESTER	126 LOWELL ST	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	122 MCGREGOR ST, ST. MARY'S PLAZ	QEDQ	56K FR	1
MANCHESTER	1056 N RIVER RD	DHZA	T1, POINT TO POINT, 1544K	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS:1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
MANCHESTER	1056 N RIVER RD	QGXQ	T1 FR AT 1544K OR LESS	1
MANCHESTER	100 MERRIMACK ST	QGXQ	T1 FR AT 1544K OR LESS	1
MARLBOROUGH	607 DUBLIN ROAD	QEXQ	56K FR	1
MARLBOROUGH	164 MONADNOCK HWY	QEXQ	56K FR	1
MEREDITH	71 RT 104	QEDQ	56K FR	1
MEREDITH	347 DW HIGHWAY	QGXQ	T1 FR AT 1544K OR LESS	1
MERRIMACK	HARRIS POND MALL	QEDQ	56K FR	1
MERRIMACK	BABOOSIC LAKE RD	QEDQ	56K FR	1
MERRIMACK	7 WESTON RD	QGXQ	T1 FR AT 1544K OR LESS	1
MERRIMACK	356 DW HIGHWAY	QEDQ	56K FR	1
MERRIMACK	3331 BABOOSIC LAKE RD	QGXQ	T1 FR AT 1544K OR LESS	1
MERRIMACK	226 DW HIGHWAY	DSL	DSL	1
MIDDLETON	182 KINGS HWY	QEDQ	56K FR	1
MILAN	DOT SHED 106	QEXQ	56K FR	1
MILAN	20 BRIDGE ST	QEXQ	56K FR	2
MILFORD	4 MEADOWBROOK ROAD	QGXQ	T1 FR AT 1544K OR LESS	1
MILFORD	33 BUXTON RD	DSL	DSL	1
MILFORD	180 ELM ST	QEDQ	56K FR	1
MILFORD	1 UNION SQUARE	QGXQ	T1 FR AT 1544K OR LESS	1
MILFORD	1 UNION SQ	QGXQ	T1 FR AT 1544K OR LESS	1
MILTON	599 WHITE MTN HWY	QEDQ	56K FR	1
MILTON	424 WHITE MTN HWY	QEXQ	56K FR	1
MONT VERNON	MAIN STREET (RTE 77)	QEDQ	56K FR	1
MOULTONBOROUGH	710 WHITTIER HWY	QEDQ	56K FR	1
MOULTONBOROUGH	1035 WHITTIER HWY (RT.25)	QEXQ	56K FR	1
N CONWAY	EAST CONWAY RD RT 302	QEDQ	56K FR	1
N HAMPTON	69 LAFAYETTE RD	QEDQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
N HAMPTON	61 DOW LANE	QEXQ	56K FR	1
N HAMPTON	235 ATLANTIC AVE	QGXQ	T1 FR AT 1544K OR LESS	1
N HAMPTON	147 SOUTH ROAD	QGDQ	T1 FR AT 1544K OR LESS	1
N HAVERHILL	3865 DARTMOUTH COLLEGE HGWY	QGXQ	T1 FR AT 1544K OR LESS	1
N HAVERHILL	3785 DARTMOUTH COLLEGE HGWY	QGXQ	T1 FR AT 1544K OR LESS	1
N WOODSTOCK	159 MAIN ST	QEDQ	56K FR	1
NASHUA	PEARL ST	QEDQ	56K FR	1
NASHUA	6 TOWNSEND WEST	QGDQ	T1 FR AT 1544K OR LESS	1
NASHUA	6 TOWNSEND WEST	QGXQ	T1 FR AT 1544K OR LESS	1
NASHUA	5 PINE ST EXT	QGXQ	T1 FR AT 1544K OR LESS	1
NASHUA	40 NORTHWEST BLVD	QEXQ	56K FR	1
NASHUA	38 LAKE ST	QGXQ	T1 FR AT 1544K OR LESS	1
NASHUA	300 MAIN ST	QEDQ	56K FR	1
NASHUA	300 MAIN ST	XHGL	56K FR	1
NASHUA	30 SPRING ST	QEDQ	56K FR	1
NASHUA	27 COLISEUM AVE	QEDQ	56K FR	1
NASHUA	269 DW HIGHWAY, S. GATE SHOPPING	QEDQ	56K FR	1
NASHUA	25 WALNUT ST	QEDQ	56K FR	1
NASHUA	25 WALNUT ST	QGDQ	T1 FR AT 1544K OR LESS	1
NASHUA	25 RIVERSIDE ST	QGDQ	T1 FR AT 1544K OR LESS	1
NASHUA	243 MAIN DUNSTABLE RD.	QGXQ	T1 FR AT 1544K OR LESS	1
NASHUA	19 CHESTNUT ST	QGXQ	T1 FR AT 1544K OR LESS	1
NASHUA	0 PANTHER DR	QGXQ	T1 FR AT 1544K OR LESS	1
NELSON	5 NELSON COMMON RD	QEXQ	56K FR	1
NEW BOSTON	7 MEETINGHOUSE HILL RD	QEDQ	56K FR	1

**APPENDIX A
 DATA SERVICE LOCATIONS**

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
NEW BOSTON	317 CHESTNUT HILL RD	QGXX	T1 FR AT 1544K OR LESS	1
NEW HAMPTON	6 PINNACLE HILL RD	QEDQ	56K FR	1
NEW IPSWICH	659 TURNPIKE RD	QGXX	T1 FR AT 1544K OR LESS	1
NEW LONDON	RTE 11	QEDQ	56K FR	1
NEW LONDON	MAIN ST	QEDQ	56K FR	1
NEW LONDON	23 SEAMANS ST	QGXX	T1 FR AT 1544K OR LESS	1
NEWBURY	937 RTE 103	QEDQ	56K FR	1
NEWFIELDS	39 COLLEGE ROAD	QEXQ	56K FR	1
NEWINGTON	302 NEWMARKET ST	QEDQ	56K FR	1
NEWINGTON	165 GOSSELIN RD	QEDQ	56K FR	1
NEWMARKET	70 EXETER ST	QGXX	T1 FR AT 1544K OR LESS	1
NEWPORT	59 MAIN ST	QGXX	T1 FR AT 1544K OR LESS	1
NEWPORT	55 MAIN ST	QEDQ	56K FR	1
NEWPORT	52 JOHN STARK HIGHWAY	QEDQ	56K FR	1
NEWPORT	22 MAIN ST	QGXX	T1 FR AT 1544K OR LESS	1
NEWTON	2 TOWN HALL ROAD	QEXQ	56K FR	1
NORTH CONWAY	35 EAST CONWAY RD	QGXX	T1 FR AT 1544K OR LESS	1
NORTH HAVERHILL	3785 D.C. HIGHWAY BOX 10	QGXX	T1 FR AT 1544K OR LESS	1
NORTH HAVERHILL	3575 DARTMOUTH COLLEGE HIGHWAY	QEXQ	56K FR	1
NORTHFIELD	21 SUMMER ST	QEDQ	56K FR	1
NORTHUMBERLAND	54 BROWN ROAD	QEXQ	56K FR	1
NORTHUMBERLAND	2 STATE STREET	QEXQ	56K FR	1
NORTHWOOD	818 1ST NH TKP	QEDQ	56K FR	1
ORFORD	946 NH ROUTE 10	QEXQ	56K FR	1
OSSIPEE	RTE 171	QEDQ	56K FR	2
OSSIPEE	96 WATER VILLAGE ROAD	QEXQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
OSSIPEE	96 WATER VILLAGE RD	QEXQ	56K FR	1
OSSIPEE	55 MAIN ST	QEDQ	56K FR	1
OSSIPEE	50 COUNTY FARM RD	QEXQ	56K FR	1
OSSIPEE	20 OLD ROUTE 28	QEDQ	56K FR	1
OSSIPEE	19 OLD RT 28	QGDQ	T1 FR AT 1544K OR LESS	1
OSSIPEE	19 OLD ROUTE 28	QEXQ	56K FR	1
OSSIPEE	15 HUDSON SHORE RD	QGDQ	T1 FR AT 1544K OR LESS	1
OSSIPPEE	95 WATER VILLAGE RD	QGXQ	T1 FR AT 1544K OR LESS	1
PELHAM	RT 38	QEDQ	56K FR	1
PELHAM	14 VILLAGE GREEN	QGXQ	T1 FR AT 1544K OR LESS	1
PEMBROKE	311 PEMBROKE ST	QEDQ	56K FR	1
PETERBOROUGH	ONE JAFFREY RD, RT 202	QEDQ	56K FR	1
PETERBOROUGH	73 GROVE STREET	QEXQ	56K FR	1
PETERBOROUGH	1 GROVE ST	QEDQ	56K FR	1
PITTSBURG	US RT 3 WEST	QEXQ	56K FR	1
PITTSBURGH	RTE 3	QEXQ	56K FR	1
PITTSFIELD	85 MAIN ST	QEDQ	56K FR	1
PITTSFIELD	16 WATER ST	QEDQ	56K FR	1
PLAISTOW	9 PLAISTOW RD, RT 125	QEDQ	56K FR	1
PLAISTOW	27 ELM ST	QGXQ	T1 FR AT 1544K OR LESS	1
PLAISTOW	145 ELM ST	QEDQ	56K FR	1
PLYMOUTH	6 POST OFFICE SQUARE	QEXQ	56K FR	1
PLYMOUTH	494 TENNY MNT HIGHWAY	QEDQ	56K FR	1
PLYMOUTH	342 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
PLYMOUTH	26 GREEN ST	QEDQ	56K FR	1
PLYMOUTH	26 GREEN ST	QGDQ	T1 FR AT 1544K OR LESS	1
PLYMOUTH	26 GREEN ST	QGXQ	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	800 ISLINGTON ST	QEDQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
PORTSMOUTH	80 DANIEL ST	QGXX	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	67 NEW HAMPSHIRE AV	HCGL	T1, POINT TO POINT, 1544K	2
PORTSMOUTH	500 WOODBURY AVE	QEDQ	56K FR	1
PORTSMOUTH	30 MAPLEWOOD AVE	QGXX	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	30 MAPLEWOOD AV	QGDQ	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	3 JUNKINS AVE	QGXX	T1 FR AT 1544K OR LESS	2
PORTSMOUTH	235 WEST RD	QGDQ	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	2000 LAFAYETTE RD	QGDQ	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	2000 LAFAYETTE RD	QGXX	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	185 GRAFTON DRIVE	QEXQ	56K FR	1
PORTSMOUTH	17 NEW HAMPSHIRE AVE	QGXX	T1 FR AT 1544K OR LESS	1
PORTSMOUTH	111 PARROTT AVE	QEDQ	56K FR	1
PORTSMOUTH	10 RANGER RD	QGXX	T1 FR AT 1544K OR LESS	1
RAYMOND	RTE 27	QEDQ	56K FR	1
RAYMOND	4 EPPING ST	QEXQ	56K FR	1
RAYMOND	1 SCRIBNER RD	QGXX	T1 FR AT 1544K OR LESS	1
RICHMOND	105 OLD HOMESTEAD HWY	QEXQ	56K FR	1
RINDGE	360 STATE, RT 202	QEDQ	56K FR	1
ROCHESTER	LILAC MALL BLDG 2 UNIT C	QEDQ	56K FR	1
ROCHESTER	76 N MAIN ST	QEDQ	56K FR	1
ROCHESTER	76 N MAIN ST	QGDQ	T1 FR AT 1544K OR LESS	1
ROCHESTER	306 N MAIN ST	QEXQ	56K FR	2
ROCHESTER	23 WAKEFIELD ST	QGXX	T1 FR AT 1544K OR LESS	1
ROCHESTER	150 WAKEFIELD ST	QGXX	T1 FR AT 1544K OR LESS	1
ROLLINSFORD	667 MAIN ST	QEDQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
RUMNEY	79 DEPOT STREET	QEXQ	56K FR	1
RYE	10 CENTRAL RD	QEXQ	56K FR	1
SALEM	54 SHADOW LAKE RD	DSL	DSL	1
SALEM	417 SOUTH BROADWAY	QEDQ	56K FR	1
SALEM	35 GEREMONTY DR	QEDQ	56K FR	1
SALEM	35 GEREMONTY DR	QGDQ	T1 FR AT 1544K OR LESS	1
SALEM	35 GEREMONTY D23 MAIN STR	QGXQ	T1 FR AT 1544K OR LESS	1
SALEM	33 GEREMONTY DR	QEDQ	56K FR	1
SALEM	29 S. BROADWAY	DSL	DSL	1
SALEM	29 S BROADWAY	QGDQ	T1 FR AT 1544K OR LESS	1
SALEM	29 S BROADWAY	QGXQ	T1 FR AT 1544K OR LESS	1
SALEM	154 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
SALEM	152 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
SALEM	15 KELLY RD	QEXQ	56K FR	1
SALEM	13 VETERANS MEM PKWY	QGXQ	T1 FR AT 1544K OR LESS	1
SANDOWN	320 MAIN ST	QEXQ	56K FR	1
SEABROOK	LAFAYETTE BOULEVARD	QEDQ	56K FR	1
SEABROOK	AHN 1 ROUTE 95	QEXQ	56K FR	1
SEABROOK	99 CENTENNIAL ST	QGXQ	T1 FR AT 1544K OR LESS	1
SEABROOK	87 CENTENIAL ST	QGXQ	T1 FR AT 1544K OR LESS	1
SEABROOK	186 OCEAN BLVD	QEXQ	56K FR	1
SEABROOK	130 LEDGE RD	QEXQ	56K FR	1
SHARON	432 RTE 123	QEXQ	56K FR	1
SHARON	432 RT 123	QEXQ	56K FR	1
SOMERSWORTH	5 SOMERSWORTH PLAZA	QEDQ	56K FR	1
SOMERSWORTH	5 MAIN ST	QGXQ	T1 FR AT 1544K OR LESS	1
SOMERSWORTH	32 S MAIN ST	DHZA	T1, POINT TO	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
			POINT, 1544K	
SOMERSWORTH	243 RTE 108	QGDQ	T1 FR AT 1544K OR LESS	1
SOMERSWORTH	243 RTE 108	QGXQ	T1 FR AT 1544K OR LESS	1
STARK	1189 STARK HWY	QEXQ	56K FR	1
STEWARTSTOWN	888 WASHINGTON ST	QEXQ	56K FR	1
STODDARD	22 SOUTH STREET	QEXQ	56K FR	1
STODDARD	2175 RT 9	QEXQ	56K FR	1
STR	10 TOWN COMMON RD	QEXQ	56K FR	1
STRAFFORD	34 ROLLER COASTER ROAD	QEXQ	56K FR	1
STRATHAM	KING HIGHWAY PLAZA	QEDQ	56K FR	1
STRATHAM	89 DEPOT RD	DSL	DSL	1
SUNAPEE	23 EDMONT RD	QEDQ	56K FR	1
SUTTON	93 MAIN ST	QEDQ	56K FR	1
SWANZEY	RTE 12, TROY RD	QEDQ	56K FR	1
SWANZEY	34 EATON RD	QGXQ	T1 FR AT 1544K OR LESS	1
SWANZEY	19 BASE HILL RD	QGDQ	T1 FR AT 1544K OR LESS	1
TAMWORTH	1864 WHITEMOUNTAIN HWY	QGXQ	T1 FR AT 1544K OR LESS	1
THORNTON	16MERRILL ACCESS RD	QEXQ	56K FR	1
TILTON	179 EAST MAIN STREET	QEXQ	56K FR	1
TILTON	139 WINTER ST	DSL	DSL	2
TILTON	139 WINTER ST	DZZD	T1, POINT TO POINT, 1544K	1
TUFTONBORO	240 MIDDLE RD	QEDQ	56K FR	1
UNITY	746 CENTER RD	QEDQ	56K FR	1
UNITY	103 COUNTRY FARM RD	QGXQ	T1 FR AT 1544K OR LESS	1
W. STEWARTSTOWN	136 COUNTY FARM RD	QGXQ	T1 FR AT 1544K OR LESS	1
WAKEFIELD	2 HIGH STREET	QEDQ	56K FR	1
WALPOLE	NORTH MEADOW PLAZA	QEDQ	56K FR	1
WALPOLE	34 ELM STREET	QEDQ	56K FR	1

APPENDIX A
 DATA SERVICE LOCATIONS

CITY	ADDRESS 1	DATA CIRCUIT CATEGORY	DESCRIPTION	QUANTITY OF CIRCUITS
WARNER	8 WATER ST	QEXQ	56K FR	1
WARNER	35 WARNER ROAD	QEXQ	56K FR	1
WENTWORTH	7 ATWELL HILL RD	QEXQ	56K FR	1
WEST CHESTERFIELD	913 GULF ROAD	QEDQ	56K FR	1
WEST FRANKLIN	13 RANGE RD	DSL	DSL	1
WEST LEBANON	10 BENNING DR, RT 12 A	QEDQ	56K FR	1
WEST MILAN	DOT SHED 105	QEXQ	56K FR	1
WEST MILFORD	189 ELM ST	QEDQ	56K FR	1
WEST SWANZEY	9 BASE HILL RD	YGGS	FRACTIONAL T1, LESS THAN 1544K	1
WESTMORELAND	160 RIVER RD	QGXX	T1 FR AT 1544K OR LESS	1
WESTMORELAND	1584 ROUTE 12	QEXQ	56K FR	1
WHITEFIELD	7 JEFFERSON ROAD	QEXQ	56K FR	1
WHITEFIELD	14 LANCASTER ROAD	QEDQ	56K FR	1
WHITEFIELD	123 UNION STREET	QEXQ	56K FR	1
WILMOT	9 KEARSARGE VALLEY RD	QEDQ	56K FR	1
WILTON	6 BURNS HILL RD	QGXX	T1 FR AT 1544K OR LESS	1
WILTON	42 MAIN ST	QEXQ	56K FR	1
WINCHESTER	30 WARWICK RD	QEDQ	56K FR	1
WINCHESTER	1 RICHMOND ROAD	QEXQ	56K FR	1
WINDHAM	4 FELLOWS RD	QGXX	T1 FR AT 1544K OR LESS	1
WINDHAM	3 N LOWELL RD	QEDQ	56K FR	1
WINDHAM	2 ROUTE 93	QEXQ	56K FR	1
WINDSOR	14 WHITE POND RD	QEXQ	56K FR	1
WOLFEBORO	35 CENTER ST	QEDQ	56K FR	1
WOLFEBORO	251 S MAIN ST	QGXX	T1 FR AT 1544K OR LESS	1
WOODSTOCK	165 LOST RIVER RD	QEDQ	56K FR	1
WOODSVILLE	19 FOREST ST	QEDQ	56K FR	1

**ATTACHMENT A
SERVICE DATES**

Contract Item	Due Date Days After Contract Effective Date
Date of Governor and Executive Council contract approval; Effective Date	0
Project Kick-Off Meeting	10
Project Work Plan/Deployment Plan Submitted	20
Project Work Plan/Deployment Plan Approved	30
Maintenance Test Plan Provided	40
Test bed circuits including host circuit installed and operational	45
Completion of 30 day test	75
Installation of remaining circuits begins	76
30 day trial for each individual circuit installed begins	76
All circuits installed with final circuits under 30 day test	180
All circuits installed and successfully tested	210
Final Documents delivered	210

CORPORATE RESOLUTION

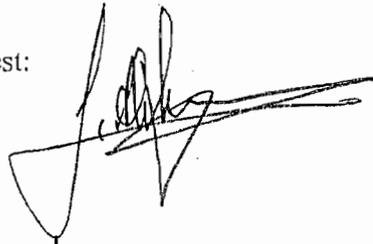
I, Alihan Ciftcioglu, Secretary and CFO, hereby certify that I am the duly elected Secretary and CFO of G4 Communications, Corporation.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of G4 Communications, Corporation, duly called and held on March 26, 2008, at which a quorum of the Board was present and voting.

VOTED: To authorize Gent Cav, President and Chief Executive Officer of G4 Communications Corporation to execute and have delivered to the State Of New Hampshire a binding agreement in response to RFB 787-07, to provide communications network services to the employees and subdivisions of the State of New Hampshire or other public entities specified or agreed to under the terms and conditions set forth in State of New Hampshire contract no. 216011, and G4 Communications Corp.'s response to said RFB 787-07, and further authorizing said officer to execute any documents which may in his judgment be desirable to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 27, 2008, and that Gent Cav is the duly elected President and CEO of G4 Communications Corporation.

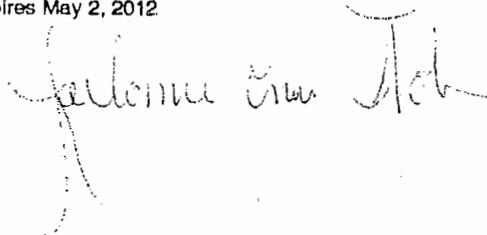
A true copy attest:



Date: 03/27/08

Title: Secretary

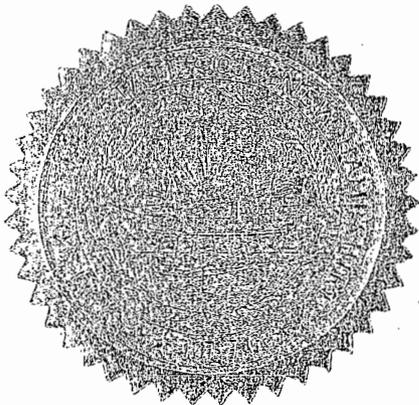
LEILONNIE A. ENOW TATAW, Notary Public
My Commission Expires May 2, 2012



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify G4 COMMUNICATIONS CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 23, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June, A.D. 2008

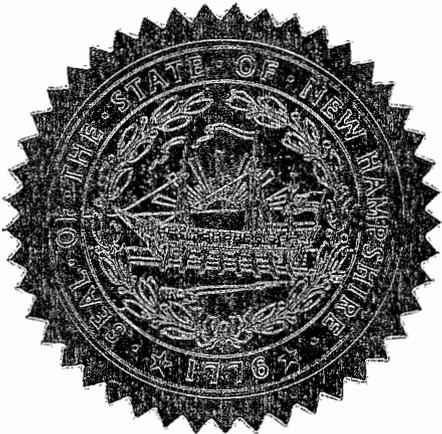
A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

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 G4 COMMUNICATIONS CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 23, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

I, Absolom Quinlivan, Vice President of the
(Corporation Representative Name) (Corporation Representative Title)
G4 Communications, Corp., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting Vice President of the
(Corporation Representative Title)

G4 Communications, Corp., a New Hampshire corporation (the
"Corporation");
(Corporation Name) (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

17 day of May, 2013, which meeting was duly held in accordance with

New Hampshire law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain data network services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Gent Cav President Name

Absolom Quinlivan Vice President Name

_____ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the Vice President
(Title)

of the Corporation and have affixed its corporate seal this 17 day of May, 2013.

[Signature]
(Title)

(Seal)

STATE OF WV

COUNTY OF Lewis

On this the 17 day of May, 2013, before me, Stephen Peters, the undersigned officer,
personally appeared Absolom Quinlivan, who acknowledge her/himself to be the

Vice President, of G4 Communications, Corp., a corporation, and that
she/he, as
(Title) (Name of Corporation)

such Vice President being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

Vice President

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Stephen Peters
Notary Public/Justice of the Peace

My Commission expires: 01/05/15

