

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

December 4, 2014

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 contract with Northern New England Telephone Operations LLC & Enhanced Communications of Northern New England Inc. (FairPoint Communications), (VC 177621), of Manchester, NH for a total price not to exceed \$13,000,000, for telephone and data communications services. The contract term shall be for five and half (5.5) years with the contract commencing upon Governor and Executive Council approval, with actual services starting effective July 1, 2015 to allow time for cut-over, and expiring on June 30, 2020.

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

EXPLANATION

On January 14, 2014 the Bureau of Purchase and Property released RFB 1594-14 for telephone and data communications services combining four existing contracts into one RFB containing five (5) sections for possible award(s). The five sections are Group 1 traditional telephone services; Group 2 Legacy Line/Data Services; Group 3 Advanced Telephone Services; Group 4 high speed data transfer services; and Group 5 high speed (broadband) internet services. There were six (6) responses received from the following: FairPoint, G4 Communications, Time Warner Cable, BayRing Communications, Windstream and Comcast. The need came to rebid Group 4, high speed data services and RFB 1644-15 was released on July 15, 2014. Five (5) responses were received from the following: G4 Communications, Windstream, FairPoint, Firstlight, and Comcast. Attached are copies of the bid results for all five groups.

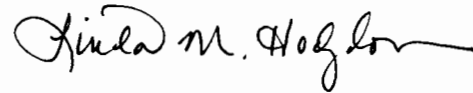
The above referenced RFB's award criteria were based on lowest cost meeting specifications per section for a total of five possible contracts. FairPoint was the lowest cost on all sections.

The \$13,000,000 limit is based on the current total State spend of approximately \$200,000/month on all related services.

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December 4, 2014
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The Department of Information Technology verified that FairPoint met all of the technical requirements of the RFB's. The RFB was advertised in a statewide newspaper and on the Purchase and Property website.

Respectfully Submitted,

A handwritten signature in black ink, reading "Linda M. Hodgdon". The signature is written in a cursive style with a long, sweeping tail.

Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 Bid # 1594-14
 DATE: 2/28/14 @ 2:30 PM

Telephone and Data Service Provider(s)
Statewide Contract

SERVICE ITEM	QUANTITY	FairPoint		Time Warner Cable		BayRing Communications	
		UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
Group 1 Traditional Telephone Line Services							
Centrex or Equal Full Feature Telephone Line with Unlimited Calling (No Toll within the US; Monthly)	1,000	\$5.00		\$33.99	\$33,990.00	\$30.00	\$30,000.00
Subscriber Line Charge		\$6.16					
Fed Universal Serv Fund		\$0.20					
E911 Surcharge		\$0.57					
Fed Access Charge		\$1.50					
Access Recovery Charge		\$1.44					
Total CTX Line Charge		\$14.87	\$14,870.00				
Centrex or Equal Full Feature Telephone Line Voice Mail (Monthly)	1,000	\$2.95	\$2,950.00	\$5.00	\$5,000.00	\$2.50	\$2,500.00
Full Service Business Line (No toll charges within the US; Monthly)	500	\$12.99		\$33.99	\$16,995.00	\$30.00	\$15,000.00
Subscriber Line Charge		\$6.16					
Fed Universal Serv Fund		\$1.77					
E911 Surcharge		\$0.57					
Fed Access Charge		\$1.50					
Access Recovery Charge		\$1.44					
Total CTX Line Charge		\$24.43	\$12,215.00				

ISDN BRI Circuit/Line Monthly (Unlimited Local and US Toll Calling)	40	\$9.99				No Bid	\$68.00	\$2,720.00
Subscriber Line Charge		\$6.16						
Fed Universal Serv Fund		\$2.04						
E911 Surcharge		\$0.57						
Fed Access Charge		\$1.50						
Access Recovery Charge		\$0.73						
Total Charge		\$20.99	\$839.60					
ISDN BRI Voice Mail	20	\$2.95	\$59.00		No Bid		\$8.00	\$160.00
Suspension of Number	10	\$6.00	\$60.00	\$0.00	\$0.00		\$15.00	\$150.00
Directory Assistance	500	\$0.40	\$200.00	\$2.99	\$1,495.00		\$0.75	\$375.00
Centrex or Equal Full Service Telephone Line Automated Attendant/Call Processor	10	\$3.96	\$39.60	\$19.95	\$199.50		\$10.00	\$100.00
Directory Listing (per Listing)	500	\$3.00	\$1,500.00	\$3.15	\$1,575.00		\$4.25	\$2,125.00
Unlisted Services (No Charge)	500	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Group 1 Traditional Telephone Line Price Total			\$50,188.76		\$73,051.50			\$65,071.00
Group 2 Legacy Line/Data Services								
9.6K Multipoint Digital Data Monthly (per Point)	3	\$41.90	\$125.70		No Bid			No Bid
19.2K Multipoint Digital Data Monthly (per Point)	3	\$41.90	\$125.70		No Bid			No Bid
56K Multipoint Digital Data Monthly (per Point)	34	\$64.45	\$2,191.30		No Bid			No Bid
9.6K Multipoint Analog Data Monthly (per Point)	3	\$146.65	\$439.95		No Bid			No Bid
19.2K Multipoint Analog Data Monthly (per Point)	3	\$146.65	\$439.95		No Bid			No Bid
56K Multipoint Analog Data Monthly (per Point)	10	\$146.65	\$1,466.50		No Bid			No Bid
Protective Alarm Circuit Monthly	20	\$32.00	\$640.00		No Bid			No Bid
Fire Dispatch Circuit Monthly	10	\$32.00	\$320.00		No Bid			No Bid
Private Line Voice Monthly	20	\$35.00	\$700.00		No Bid			No Bid
Radio Circuit Monthly	20	\$32.00	\$640.00		No Bid			No Bid
Group 2 Legacy Line/Data Services Total			\$7,089.10		\$0.00			\$0.00

Group 5 High Speed (Broadband) Internet Service Provider									
DSL ISP Connection 3M Download/ 3M Upload Monthly	25	\$39.99	\$999.75	\$0.00	\$125.00	\$3,125.00			
High Speed Cable Modem Monthly	50		No Bid	\$0.00		No Bid			
Fiber Optic Monthly	5	\$44.99	\$224.95	\$0.00	\$350.00	\$1,750.00			
Satellite Monthly	50		No Bid	\$0.00		No Bid			

Non-compliant

Windstream

Comcast

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 Bid # 1644-15
 DATE: 8/6/14 @ 2:30 PM

Highspeed Data Transfer Services Provider
Statewide Contract

High Speed Data Transfer Services	QUANTITY	G4		FairPoint		Windstream	
		UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST	UNIT COST	EXTENDED COST
T1 Point to Point Services	20	\$175.00	\$3,500.00	\$200.00	\$4,000.00	\$350.00	\$7,000.00
Ethernet Interface Circuits at 3Mbps	20	\$257.53	\$5,150.60	\$289.00	\$5,780.00	\$400.00	\$8,000.00
Ethernet Interface Circuits at 5Mbps	5	\$372.19	\$1,860.95	\$489.00	\$2,445.00	\$500.00	\$2,500.00
Ethernet Interface Circuits at 10Mbps	1	\$515.06	\$515.06	\$789.00	\$789.00	\$600.00	\$600.00
Frame Relay 56Kbps	20	\$79.00	\$1,580.00	\$65.00	\$1,300.00		\$0.00
Frame Relay 1.5Mbps	80	\$175.00	\$14,000.00	\$125.00	\$10,000.00		\$26,000.00
ATM at 45Mbps	2	\$1,299.00	\$2,598.00	\$500.00	\$1,000.00		\$3,000.00
Demarc extension beyond 150 feet (quote price per foot)	150	\$0.50	\$75.00	\$0.00	\$0.00	\$250.00	\$37,500.00
High Speed Data Transfer Services Total			\$29,279.61		\$25,314.00		\$84,600.00

Non-compliant

Comcast
 FirstLight



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

Steven J. Kelleher
Acting Commissioner

October 16, 2014

Linda M. Hodgdon
Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, NH 033015

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request enter into a contract with Northern New England Telephone Operations, LLC d/b/a FairPoint Communications, as a result of Request for Bid (RFB) 1644-15 for high-speed data communication services, traditional telephone line services, and advanced telephone services as described below and referenced as DoIT No. 2015-027A.

FairPoint Communications shall provide high-speed data communication services and telephone services to State of New Hampshire facilities statewide. The contract is capped at \$13,000,000 and will be effective upon Governor and Executive Council approval, through June 30, 2020.

A copy of this letter should be included in the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in cursive script that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/ltn
2015-027A
cc: Leslie Mason
Paul Rhodes

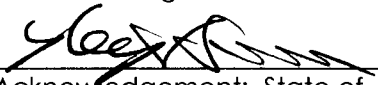
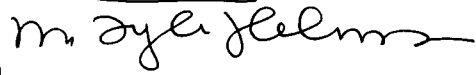
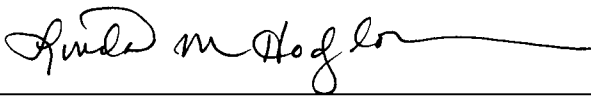
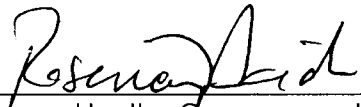
Subject: Telephone and Data Services

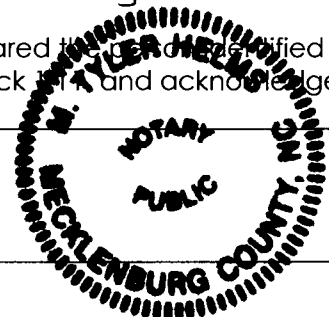
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Northern New England Telephone Operations LLC & Enhanced Communications of Northern New England Inc. ("FairPoint Communications")		1.4 Contractor Address Mailing Address: 770 Elm St. Manchester, NH 03101	
1.5 Contractor Phone Number 603-369-0240	1.6 Account Number N/A	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$13,000,000
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul H. Sunu, Chief Executive Officer	
1.13 Acknowledgement: State of <u>NC</u> , County of <u>mecklenburg</u> On <u>NOV. 18, 2014</u> , before the undersigned officer, personally appeared the individual identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>M. TYLER HELMS, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12-9-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

PURPOSE

FairPoint Communications(as defined in Section 1.3 above) (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Telephone and Data Services in accordance with NH State Bid # 1594-14 and 1644-15, and described herein.

TERM

This contract shall become effective upon the approval of Governor and Executive Council. All services and related rates shall commence on July 1, 2015 and continue through June 30, 2020, a period of approximately 5 years. Notwithstanding the foregoing, SIP services under Group 3 may be ordered at any time after the effective date hereof and therefore may result in these services having a term longer than 5 years.

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice. The State shall be liable for all amounts due and owing up to the date of termination.

CONTRACT SECURITY / PERFORMANCE BOND

The Contractor shall furnish a Performance Bond in the following amounts:

Group 1 Services: \$1,000,000
Group 2 Services: \$100,000
Group 3 Services: \$1,000,000
Group 4 Services: \$1,000,000
Group 5 Services: \$100,000

Each bond amount, by group, shall be provided to the State prior to the start of any service in each group. The Contractor shall bear the full cost of both the initial expense and the annual premiums for the Performance bond. The Performance bond shall be in a form and substance satisfactory to the State. The Performance Bond 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 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 Performance Bond 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 or liability caused by the Contractor. Performance Bond proceeds may also be applied to the Contractor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar other products and Services to replace those terminated as a result of the Contractor's default. In addition to this liability, the State may seek other remedies.

The State reserves the right to review the Performance Bond and to require the Contractor to substitute a more acceptable Performance Bond in such form(s) as the State deems necessary prior to acceptance of the Performance Bond.

SCOPE OF WORK

Group 1: Traditional Telephone Line Services as replacement for existing Centrex, measured service business, unlimited service business telephone lines and trunks. Inclusive are intrastate, interstate and international calling, voice mail, and multiple line features. New services may be installed on any date agreed upon by the State and Contractor, subsequent to G&C Contract approval. All services must be installed as replacements to the incumbent Contractor services not later than 06/30/2015.

Group 2: Legacy Line/Data Services as replacements for low speed data transfer, dry line operation, alarm lines and voice radio circuits. New services may be installed on any date agreed upon by the State and Contractor, subsequent to G&C Contract approval. All services must be installed as replacements to the incumbent Contractor services not later than 06/30/2015.

Group 3: Advanced Telephone Services are those providing multiple channel or high speed connectivity to the Public Switched Telephone Network (PSTN) intended as replacements to the following: ISDN PRI with DID, dedicated T1 and SIP (Session Initiated Protocol) with DID technologies. New services may be installed on any date agreed upon by the State and Contractor, subsequent to G&C Contract approval. All services must be installed as replacements to the incumbent Contractor services no later than 06/30/2015, with the exception of SIP services which shall require installation within 90 days of Governor & Council approval.

Group 4: High Speed Data Transfer Services inclusive of replacements for point to point and switched circuit operations. Current services include dedicated point to point T1, Frame Relay, switched Ethernet interface services, ATM service. It is the intent of the State to replace non-switched Ethernet interface with switched Ethernet services. Currently 368, 56K and 1.5M frame relay circuits are deployed New services may be installed on any date agreed upon by the State and Contractor, subsequent to G&C Contract approval. The balance of services, estimated at fewer than 100 circuits, must be installed no later than 6/30/2015.

Group 5: High Speed Internet Service Provider access. Broadband services shall include DSL and , Fiber Optic cable to the office. New services may be installed on any date agreed upon by the State and Contractor, subsequent to G&C Contract approval. All services must be installed as replacements to the incumbent Contractor services no later than 06/30/2015.

SERVICE REQUIREMENTS

The State shall determine the quantity required of any service offered by the Contractor. The Contractor must fully cooperate with incumbent and future Contractors for the replacement of services at the initiation and termination of contract to ensure service transfer with a minimum interruption of service.

Interfacing with Other vendors: During and after installation, Contractor must contact alternate State vendors to resolve problems if they occur. The State shall 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.

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 email distributed to the State contacts.

Maintenance/Service Hours: Contractor shall repair support/ service restoration 24 hours per day, 7 days per week, 52 weeks per year. Reports shall be accepted via a toll free Contractor supplied

number and e-mail reporting. The Contractor 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.

Contractor shall work with the State Project team to provide procedures for service acceptance and service disconnect.

Group 1 Voice Telephone

Contractor's standard voice service is a voice-grade, analog telephone line that connects businesses to the public network through Contractor's network. Contractor's standard voice service shall include Long Distance services, Directory Assistance and facsimile (fax) machine compatibility. The service may be made available through a single redundant PBX, linked PBXs, IP based switches or any other proven technology. The State shall not act as an alpha or beta test site. Required interfaces shall not change with backup services, allowing continued use of State analog telephones and equipment unless the Contractor intends to supply replacements.

1.1 Local Number Portability

Contractor must ensure that existing telephone numbers are retained with service conversion. All number assignments shall be the responsibility of the Contractor, with strict coordination through the State. The Contractor must accept any telephone number (lines) used by the State prior to Contract to be transferred to the Contractor's network service. The Contractor shall be responsible for initiating all orders and requests for transferring services, ensuring that such orders are completed within the timeframe specified by the State, and completely operable to the satisfaction of the State. State offices shall retain telephone numbers when changing from current local exchange carrier to the Contractor's services as well as from the Contractor's service to an alternate carrier. The Contractor must provide future telephone number portability with its line numbering.

1.2 Pre-Subscription for Local and Toll Services

The Contractor shall provide local, intra-LATA and inter-LATA services. The Contractor shall ensure complete compliance with the North American dialing Plan and any international plans providing service. The State shall not be responsible for the payment of any bills generated due to Local Service Provider (LSP), Intra-LATA Primary Inter-exchange Carrier (LPIC) or Primary Interexchange Carrier (PIC) changes or associated with local or long distance trunking and carrier selection. The State shall not be billed for denial of long distance services on any line (per the selection of the State). All account errors that may result from "slamming" or other unauthorized activity shall be monitored by the Contractor. Any and all charges levied by the LEC or other entity for LPIC changes shall be invoiced to and paid directly by the service provider. All PIC selections defined by the State shall be "frozen" by the telephone service provider. Any charges resulting from changes performed by the Contractor or any other entity shall be invoiced to and paid by the telephone service provider.

1.3 Carrier Selection

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

or any other entity shall be invoiced to and paid by the telephone service provider. The Contractor may offer services with unlimited toll calling including all of the above.

1.4 Toll Service Method

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

1.5 Carrier Verification Number

The Contractor must provide a direct dial toll free number allowing a caller to verify the carrier used by a designated telephone.

1.6 Voice Call Billing Increments

All Contractor invoices, call detail reports and charges shall be based upon six second or less billing increments, with charges rounded up to the nearest penny. All costs shall be accurately defined and charged. 1 second billing shall be provided. No charges shall be incurred for incomplete call attempts.

1.7 Full Service Business Line

Contractor must provide local exchange services at all State office locations as defined by the State and offered by the Contractor. LEC service consistent with State office locations shall be maintained, with no toll charges resulting from calls within the local exchange area. The Contractor is required to adhere, at a minimum, to the local calling area definitions for ILECs within New Hampshire.

The Contractor must not charge for Local Exchange service based upon usage fees on other but the fixed monthly line charge. Per minute and per call charges are not allowed. All charges for calls to and from exchanges common to ILEC Central Office access are inclusive of the monthly line charge.

1.8 Measured Service Business Line

Contractor must provide local exchange services as defined by the State and offered by the Contractor. Calls on measured local service lines within the local exchange area may result in charges based upon per minute and per call usage charges.

1.9 Multiple Local Service Sites

A single local exchange usage rate is priced for all local calling areas within New Hampshire. .

1.10 System Fraud Control

The Contractor shall be responsible to monitor network traffic, validate fraudulent traffic, mitigate fraud, analyze fraud patterns and refer cases for investigation and utilize methods for fraud avoidance. The Contractor must provide a network security service, monitoring call fraud, 24 hours per day, 7 days per week, 52 weeks per year, to detect and prevent unauthorized service use. The State shall not be held liable for costs of suspected fraudulent calls. State accounts shall be credited for the cost of the fraudulent activity once detected. Monitoring shall include excessive call charges on a single line, account or calling card, excessive call duration, "third world" calls, high quantity of calls to the same geographic location and questionable third party charge-backs. Definition of methods employed for fraud detection shall include unauthorized changing of the primary intra-LATA

and inter-LATA carrier (slamming) and assurance that unauthorized third party charges (cramming) do not result in charges to the State.

Contractor shall deploy the Equinox Protector which monitors all Contractor switches in Northern New England, including NH. Equinox Protector provides real time communications fraud protection and has thresholds to be set for monitoring calls – length of phone service, number of calls, charges for calls, etc. These are then captured for review. Collection representatives shall monitor the system for usage alarms and take appropriate actions by contacting the State, and to review long distance price plans or add toll blocks.

1.11 Compatible E911 Services

Contractor must comply with State of New Hampshire RSA 374:22 and make available the universal emergency telephone number 911 for seeking assistance from fire, police, and other related safety agencies through a single public safety answering point. Each telephone service provider shall assure that all requests for police, fire, medical, or other emergency services received by the provider or the provider's operator services shall be transferred to the public safety answering point. Such transfer shall include the calling party's telephone number in American Standard Code for Information Interchange (ASCII) in a format recommended for data exchange by the National Emergency Number Association (NENA).

1.12 Access to All Other n11 Services

The network supporting voice services must be able to complete calls to n11 services (e.g. 411, 511). All telephone lines must allow dialing unless restricted by State request, with calls being answered by, n11 services. (911 is the only exception to this section. 911 calls shall not be restricted). This section does not infer n11 service itself, but access to and full compatibility with, all features and requirements of such systems. Inclusive must be:

- 211-Health and Human services information access;
- 311 non-emergency access to police, fire and government offices;
- 411 information services;
- 511 traveler information;
- 611 repair services;
- 711 telecommunications relay access services;
- 811 health services

1.13 Call Answer Supervision

Contractor calling services must provide full call and answer supervision for both domestic United States and International calling, ensuring proper billing only for completed calls, and not based on duration of call attempt.

1.14 Dialing Plan Compatibility

The local exchange service provided by the Contractor must adhere to all standards for the North American and International dialing plans. Local calls within the same calling area shall require a maximum seven-digit (NNX + XXXX) dialing plan. The Contractor must provide toll services that conform to the international dialing plan of the ITU for all international calls. The Contractor must accept transfer of all State used exchange and extension (XXX station number) to their services with no transfer fee billed to the State.

1.15 Service Grade P.01

The Contractor shall be responsible to ensure that an apparent grade of P.01 is reflected to all users, resulting in a call blockage or service failure rate not to exceed one (1) call for every 100 calls placed.

1.16 Network Equipment

Any and all equipment necessary for the Contractor to install to provide a high grade of service inclusive of, but not limited to, echo cancellers, noise filters, loop extenders, circuit loads, etc. shall be the responsibility of the Contractor, and not directly billable to the State.

1.17 Access Type

For all services presented to the analog telephones, Contractor shall provide voice services that are fully compatible with single pair, two wire connectivity per station via loop and/or ground start services, requiring standard current draw via Bell Systems Technical Reference 41009 on standard 52-volt service. Any circuits may be connected either to single line, multiple line or PBX State-owned equipment at no additional cost to the State.

Contractor must ensure that telephones, faxes, modems and equipment currently used by the State operate in all facets with the Contractor's service unless Contractor includes replacement equipment.

1.18 Basic Rate ISDN Services

The Contractor shall provide compatible (or substitute technology) ISDN services for the purposes of voice telephone and video data transport. All services allotted standard analog telephones shall be compatible and fully functional with State utilized telephones. Presently the services are defined as Bellcore "National" and "Custom" interface, with T and U interface operations. Fujitsu and Lucent manufactured telephones are widely used, but not exclusively.

Basic Rate ISDN services are currently designated by Verizon as "IBSD" service. Services shall allow (2) individual 64 Kbps basic rate or bonded 128 Kbps basic rate services and a 16 Kbps data channel. ISDN service must allow the establishment and control for circuit switched data connections between two basic rate interface (BRIs), in single channel or bonded (dual channel) operation. It shall also connect to one or two channels, as required, to an equal number of channels on a Primary Rate ISDN circuit.

Additional features shall include:

- Circuit Switched Data Call Hunting for BRI. Circuit Switch Data (CSD) call to a CSD Multi Line Hunt Group (MLHG) to be forwarded to a second CSD MLHG or line;
- Inter-switch Data Transport. Allow Circuit Switch Data calls between Vendor switches (at geographically diverse locations) carried on a clear data channel at data rates of 64 Kbps or 128 Kbps;
- Non-Invasive U-DSL Loop-Back. Service must allow loop-back testing without interruption of existing connection and communication transport services. Call cannot be interrupted by craft initiated loop-back tests.

1.19 Disconnection of Services

The Contractor must provide local exchange service that allows for intercept messages and referrals to be associated with local exchange service that has been disconnected or is out of service. These intercept messages must include, but not be limited to, the following: number dialed which is not in service; number dialed not in service with referral to new number (10-digit format) and/or; number

dialled temporarily out of service. A disconnected line shall be referred to an alternate telephone number with an intercept message after disconnection.

The Contractor must retain all State required intercept messages and referrals for a minimum of six months from the date of disconnection. The Contractor must provide all State required intercept messages and referrals at no cost to the State.

1.20 Operator Services

The Contractor must provide local and intra-LATA human operator services for assistance in placing local, person-to-person, collect and local third party calls. All such services shall be programmable to allow or disallow services on a line-by-line basis. The Contractor must provide local operator service 24 hours per day, 7 days per week, 52 weeks per year with no holiday exceptions. The State must contact Contractor direct to issue a service order for blocking on a telephone line (e.g., TBE A – prevents incoming third number and collect calls).

1.21 Listing in Directory Assistance

All published telephone numbers of State offices must be available to the general public through the use of telephone access to an automated or 'live' directory assistance at no additional cost. All directory information must be maintained and updated by the Contractor as directed by the State. The State may request, on a line by line basis, that any number be withheld from directory listings, at no additional line cost.

1.22 Printed Directory of Telephone Numbers

The Contractor shall be provided a list of telephone numbers to be included in the present LEC (Currently published by Supermedia LLC) telephone directories as directed by the State. At present, only primary contact numbers are listed, but may be listed in multiple regional directories. The Contractor must, at a minimum, ensure that all such listings are continued. The State may request, on a line by line basis, that any number be withheld from directory listings, at no additional line cost.

The Contractor shall be responsible to coordinate with the State the inclusion or exclusion of all such directory listings. One listing per number shall be provided when directed by the State, at no charge to the State. Additional listings may be invoiced as noted in Exhibit B Pricing Worksheets. Contractor shall send the State of NH a Listing Verification Report, which the State of NH shall verify, revise as needed, and return to Contractor on or before the agreed upon deadline to ensure additions, deletions, or changes are published in the next issue of said directories. Contractor agrees that one listing per number shall be provided when directed by the State, at no charge to the State. Contractor agrees that the State may request, on a line by line basis, that any number be withheld from directory listings, at no additional line cost. A monthly recurring charge (MRC) would apply for additional listings as shown in Exhibit B.

1.23 Incoming Toll Free Services

Contractor shall provide incoming toll free services that accommodate intra-LATA and inter-LATA calling. Line numbers assigned to incumbent carriers must be transferred to Contractor services.

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

1.24 Basic Network Service and/or Line Features

Contractor must provide voice telephone services with, at a minimum, the following features that shall be inclusive of the basic monthly line cost. No additional charges shall be assessed lines utilizing any or all of these features. All feature assignments must be retained by the Contractor, whenever any line is modified or relocated. All features capabilities must be programmable, allowing assignments to lines on a line-by-line basis. A feature must be available to all devices used for audible communications on the Contractor's network, inclusive of ISDN (or alternate technology) services. Features defined with the term "ISDN" are specific to ISDN type telephones (or alternate technology) and may not apply to other services.

1.25 Call Waiting

System must allow the release of an alert tone to a subscriber with a call in progress if a second call is placed to that subscriber. The user may then provide a "flash" or "switch-hook" command to the switch, allowing the primary call to be placed on hold and accessing the second call. A second switch-hook shall reverse the process. This feature must be programmable, and selectable on a per line basis.

1.26 Incoming Caller Identification

The local exchange service must provide incoming caller identification (Caller ID) name and number allowing the display of calling telephone number and published name to an industry standard Caller ID device, telephone instrument or premises-based telephone system.

1.27 Outgoing Caller Identification

Service must allow the State end user to define if or if not the originating Contractor subscribed line will release the originating caller ID to the called party. By default, each line shall be blocked. The Contractor must allow the State to permanently block or unblock ID information on a line-by-line basis and call by call basis.

1.28 Incoming Line Hunt

Services must include unlimited line hunt of incoming calls to lines or trunks based upon a line busy scenario. Forwarding shall be to any other line in the network. Line hunting is provided subject to the availability of suitable central office facilities.

1.29 Three Way Conference Call

Enables a station user to establish voice connection with two other parties. The user, by switch-hook (flash) operation, is able to place an existing call on hold and dial the telephone number of a third party, then merge both called parties into a single conference call.

1.30 Voice Messaging

The Contractor shall provide a voice messaging mailboxes utilizing DTMF prompts and permitting interaction with the service via any touch-tone telephone. The system shall recognize the station that the caller attempted to call, and provide a user customized message indicating that the called party is not available and to leave a message. The service must allow, at a minimum, up to 30 messages in a mailbox at any one time; message length of three minutes in duration and message retention of up to 30 days. The option to disallow incoming messages must also be provided.

Voice mail service shall be available 24 hours per day, 7 days per week, 52 weeks per year and utilizes the keys of a touch-tone telephone for feature activation and message manipulation. All user

programmable features including outgoing message and message retrieval shall be password protected with a DTMF encoded password, selected by the user, of not less than four digits.

Voice mail message retrieval shall be per a dial-up access number. The user must be allowed to access his or her personal mailbox for message retrieval and message delivery via any telephone on the Contractor system and/or public switched network.

Voice mail shall be provisioned with the following features:

- **Voice Mail Message Notification:** Contractor shall provide voice mail notification via an audible message indication. Audible notification shall be in the form of a stutter dial tone that the telephone user hears when the phone is taken off hook to make a call. Stutter tones and duration must be unique enough for the common user to distinguish between stutter and typical dial tone.
- **Record a message:** System shall record messages up to three minutes in duration.
- **Replay a recorded message:** Allow a user to retrieve a message through DTMF commands.
- **Outgoing Message:** System must allow a user to record, modify, review and change an outgoing message at will, through DTMF telephones, connected directly on the Contractor's network, or remotely connected through the Public Switched Network.
- **Delete Recorded Messages:** Users shall be able to delete incoming messages at will by accessing the mailbox.
- **Mailbox Owner Features:** Mailbox owner must be able to perform the following when accessing voice mail:
 - ◆ Play messages;
 - ◆ Hear the time of day, day and date of message;
 - ◆ Save messages for future reference for a minimum of 20 days;
 - ◆ Erase a message;
 - ◆ Change password;
 - ◆ Create, edit, or delete personal greeting;
- **Non-blocking Operation.** Voice messaging shall be non-blocking, with the Contractor monitoring the occurrence of "busy" calls being rejected by the network, and expanding the service (ports) as necessary to maintain a P.02 grade of service under actual operating parameters;
- **Notification of Messages.** System shall provide message notification to users within three minutes of receipt of voice mail messages. Notification shall continue until user reviews such messages and deletes or stores messages for future reference;

1.31 Call Forwarding – Busy Line

Provides for the automatic routing of incoming calls to a pre-selected station line when the called station line is busy. This feature shall not be provided on a station line with Call Waiting.

1.32 Call Forwarding Don't Answer – All Calls

Provides automatic routing of incoming calls to a pre-selected station line when the called telephone is not answered within a predetermined number of rings.

1.33 Call Forwarding Variable

Allows a station user to redirect incoming calls to another line in the system or to a number outside of the system.

1.34 Call Pick up Groups

This feature allows a user to answer any call within an associated preset pickup group. If more than one line within the pickup group has an unanswered incoming call, the call to be answered is selected by the switching system.

1.35 Call Transfer; All Calls

Allows a station user to transfer any established call to another line within the system. It may also be arranged to transfer calls outside the system.

1.36 Conference Call-Six Way

Contractor shall provide a six way conference calling feature which allows any station to sequentially call up to five other parties in a common call path is provided. The station should be able to add parties together to make a six-way call.

1.37 Outgoing Called Line Identification

Provides a user originating call information about the calling party including name and number.

1.38 Incoming caller ID name and number.

1.39 Message Waiting Indicators

Informs a user that a message is waiting. Audible indicators provide an indication tone when the user goes off-hook. Visual indicators active-deactivate a message waiting indicator lamp on a station set.

1.40 Automated Attendant/Call Processor

Contractor shall provide call processor services functioning as an automated attendant to greet callers, to inform callers of selection options through DTMF dialing, and transfer callers to a destination of their choice. The automated attendant/call processor may be used as a directory to present callers with a menu of choices and may be used in conjunction with other types of mailboxes inclusive of call answering and information only boxes. Automated attendant/call processors shall be available with a minimum 3 minute greeting and menu length. Contractor service must include the following items.

- Design and development of custom menus;
- Development support;
- Installation processes and support;
- Maintenance;
- Documentation;
- Performance monitoring and management reports;
- Security;
- Real time update;
- Scripting;
- Voice normalization.

1.41 Group 1 Services

The following services shall be included in Group 1, all inclusive, with features as defined in this Group. These definitions shall apply to the Service Item denoted in the Contract.

Centrex or Equal Full Feature Telephone Line with Unlimited Calling: A full feature line with an analog appearance providing fixed call forwarding busy, call forwarding no answer, line hunts, and call pick-up groups and unlimited toll free US calling, all inclusive in the monthly cost. The line must be compatible with voice mail services.

Centrex or Equal Full Feature Telephone Line Voice Mail Monthly: Voice mail for Centrex or Equal Full Feature Telephone Line as defined within. The quoted cost is in addition to the line cost. No installation cost shall apply.

Full Service Business Line (No toll charges within the US): A standard business lines with limited services which include line hunting and unlimited toll calling within the US. The line must be compatible with voice mail services.

Full Service Business Line Voice Mail: Voice mail for Full Service Business Lines as defined within. The quoted cost is in addition to the line cost. No installation cost shall apply.

Measured Service Business Line: A standard business line with limited services. Local and toll charges shall apply.

NH LATA Toll Calling (Per Minute): The charge imposed for any service which charges for intrastate calls. Price must be listed per minute; Per call charges shall not apply.

InterLATA Toll Calling (Per Minute): The cost of calling anywhere within the continental United States. Price must be listed per minute; Per call charges shall not apply.

Measured Service Business Line Local Calling Cost (per Call): The per call rate for local exchange calling.

Line Relocation (One time cost): Relocation of any Group 1 line to a new address location (One time Cost)

Toll Free Service: Toll free number (e.g. 800, 888, 866, etc.) pointing to an analog line or DID.

Toll Free Service Usage Charges, NH LATA Charges: Cost per minute for line usage.

Toll Free Service Usage Charges, InterLATA Charges: Cost per minute for calls within the continental US.

ISDN BRI Circuit/Line: An unlimited service business line using ISDN technology.

ISDN BRI Voice Mail: Voice mail for ISDN BRI as defined within. The quoted cost is in addition to the line cost.

Suspension of Number: Temporary removal of service for a given number, referring the caller to a message that the line is not in service. Line suspension reserves the line for future use by the State. Typical applications include seasonal locations (Parks) and locations under remodeling.

Directory Assistance: Operator assistance allowing the caller to connect to a human operator who can assist callers to obtain telephone numbers and instruction them in the dialing method to connect to remote locations.

Centrex or Equal Full Service Telephone Line Automated Attendant/Call Processor: A Centrex or Full Feature Telephone Line automated service that provides a menu of Contractor shall provide call processor services functioning as an automated attendant to greet callers, to inform callers of selection options through DTMF dialing, and transfer callers to a destination of their choice.

Directory Listing: One Directory Listing for each main office line in the present LEC (Currently published by Supermedia LLC.) telephone directories as directed by the State. Any additional listings may result in a per listing charge.

Unlisted Services: The exclusion of given line numbers in printed telephone directories and directory assistance listings. All such numbers are withheld from release to directory assistance callers.

Group 2 Legacy Line/Data Services

Contractor shall provide specialty services including analog data, alarm and radio circuits defined within this section. All services shall be fully compatible with current services utilized by the State. It shall be the sole responsibility of the Contractor to ensure that all services are installed as direct replacement of existing service, transparent to end users.

The following services are of limited use within the State, but required within Group 2 Legacy Circuit Services. The Contractor shall review each type circuit to determine the exact requirements based upon the current Contractor definition. Each service must be replaced entirely, with the awarded Contractor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Contractor shall supply without additional charge to the State.

2.1 Standards

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

2.2 Industry Standard Operation

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

2.3 Standards Compliance

Contracted 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.

2.4 Service Definition and Inventory

The Contractor is responsible to review each circuit provided, define circuit operating parameters and ensure replicated circuit operation. Contractor shall provide a listing each circuit, circuit type, definition of operation and circuit optioning required to provide operation under existing and conversion conditions. Lists 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

2.5 Legacy 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;
- 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;
- 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 and efficiency verification.

Contractor's Network Operations Center ("NOC") shall monitor the health and well being of the network. Located in Manchester, New Hampshire, the NOC is staffed by highly trained Central Office Technicians and managers. It is responsible for monitoring and maintaining both switch and transport services throughout Maine, New Hampshire, and Vermont. NOC technicians diagnose problems and dispatch technicians when required.

The Data Service Center ("DSC"), located at a different site in Manchester, NH, monitors, maintains, supports, and provisions the Core Network that delivers Contractor's data infrastructure. With the use of the IBM Netcool application, the DSC shall quickly identify any issue with specific Core routers to quickly begin the triage of troubles. The DSC consists of a technically trained management team consisting of members holding CCNA certifications and who have completed formal vendor training on deployed network elements and management applications. DSC members also participate in a regularly scheduled internal training program to stay current with new technology and services. In addition, Contractor continues to expand Cisco expertise by sending DSC Tier 2 and Tier 3 support personnel to Cisco courses in preparation for various levels of Cisco certification.

2.6 Legacy Circuit 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 48 hours of testing due to suspected trouble situations and within five days of new fully functional installations. Contractor shall maintain and prove continued circuit operation on a routine basis by monitoring QoS.

2.7 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.

2.8 Demarcation Point

Demarcation points (demarcs) for legacy 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 within 30 days of termination, or equipment shall become property of the State. 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 weekly basis.

2.9 Contractor Service Review

The Contractor shall review each type circuit to determine the exact requirements based upon the current Contractor definition. Contractor shall review each site and verify circuit types, circuit number identifications and make recommendations for service updates. Each existing service must be replicated, with the Contractor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Contractor shall supply such equipment without additional charge to the State. In all cases, the Contractor shall be responsible to disconnect existing interfaces and connect new interfaces with 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.

2.10 Multipoint Private Line Digital Data

This type of circuit is designated by the Contractor as "HRDA", and " for 9.6 Kbps, and for and "HWDA", and " for 56 Kbps services. The service provides connectivity for two or more points of service. Service may alternate voice and data transmission and provide second channel (low speed) capability.

2.11 Multipoint Private Line Analog Data

This type of circuit is designated by the Contractor as "FDDA" service. The service provides data transmission between two or more stations without access to the switched network. Voice transmission may be provided on an alternate or simultaneous basis. Data speeds are 56 Kbps or less, dependent upon application. Bellcore designations of 3002 circuits are included in this category.

2.12 Protective Alarm Circuits

This circuit is designated by the Contractor as a "BANA" service. The service provides a channel for an alarm system with a DC interface at the customer premises. The alarm points may be arranged in series or parallel configurations.

2.13 Fire Dispatch Circuits

This circuit is designated by the Contractor as a "FRNA" service. The service provides a group altering system that operates warning devices at various locations from a central point. This service is used by fire or ambulance operations to alert their members.

2.14 Private Line Voice Circuit

This circuit is designated by the Contractor as a "PLNA" service. The service provides full time transmission of voice only between two or more stations or order equipment, e.g. turrets, order tables, etc. A private line is for the exclusive use of certain stations or order equipment and has no access to the switched message network. Signaling between stations or order equipment may be voice, manual, automatic, dial or no signal condition.

2.15 Radio Land Line Circuits

This circuit is designated by the Contractor as a "RTNA" or "GRNA" service. It provides voice grade way communications for voice radio communications. The service is used to access non-broadcast radio transceivers.

2.16 Low Speed Digital Data

The circuits are listed by the Contractor as DDS services. Inclusive are 9.6Kbs, 19.2 Kbs and 56Kbs private line data services.

2.16 Group 2 Services

The following services shall be included in Group 2 offerings, all inclusive with features as defined in this Group.

Multipoint Private Line Digital Data: Multipoint digital data transfer circuits with transfer rates up to 56Kbps. Circuits are typically designated by Contractor as FDDA services. No one time installation costs shall apply.

Multipoint Private Line Analog Data: Multipoint analog data transfer circuits with transfer rates up to 56Kbps. Circuits are typically designated by Contractor as HRDA or HWDA services. No one time installation costs shall apply.

Protective Alarm Circuits: Protective point to point alarm circuits typically designated by FairPoint as BANA circuits. No one time installation costs shall apply.

Fire Dispatch Circuits: Circuits which provide multi-point connectivity to alarm systems from a single common point. This circuit is designated by the Contractor as a "FRNA" service.

Private Line Voice Circuits: Private line voice grade services for point to point two way communications. No one time installation costs shall apply. Such services are referred to as PLNA circuits by the Contractor.

Radio Land Line Circuits: Voice grade land line circuits for two way radio communications typically designated by Contractor as RTNA services. No one time installation costs shall apply.

Low speed Digital Data : Inclusive are 9.6Kbs, 19.2 Kbs and 56Kbs private line data services. The circuits are listed by the Contractor as DDS services.

Group 3 Advanced Telephone Services

The Contractor must provide Direct-Inward-Dialing (DID) service as part of its local exchange service offering utilizing channelized T1, Integrated Services Digital Network Primary Rate Interface (ISDN PRI) or Session Initiated Protocol (SIP) circuits.

DID trunking must be provided for inward bound and two way inward/outward bound services. Inward/outward bound services must allow the transfer of originating number and dialed number information transfer. The inward bound Dialed Number Identification Service (DNIS) must be fully compatible to the receiving telecommunications equipment at State sites. The DID service provided by the Contractor must provide blocks of consecutive telephone numbers for the State. Existing numbers and 100 number blocks must be transferable to the Contractors network. All existing numbers currently used must be retained, and transferred. All numbers shall be maintained by the Contractor at the 100 number block rate.

Service must be kept below 60 ms (maximum) latency, 20 ms of jitter and .5% loss for any given circuit end to end in the Contractor's network.

Contractor's Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a DS1 alternative for individual access services, such as Centrex and local business trunks, ideal for multi site customers with many lines in one location or headquarters, and high call volumes. It provides a strong digital connection between Contractor's ISDN switch and an ISDN compatible Private Branch eXchange (PBX) or Automatic Call Distributor (ACD). ISDN PRI service provides greater reliability and flexibility for business critical networking, a lower cost option for backup to critical circuits and overflow capabilities for a voice network. Service also includes Direct Inward Dialing, meaning a caller can dial directly into any one of hundreds of numbers without the use of an auto attendant (transferring to an extension without the intervention of an operator/receptionist).

3.1 Ownership of Equipment

Contractor shall retain ownership of all equipment throughout the duration of the contract. In the event that a replacement subsequent contract is not awarded to the same Contractor, the existing Contractor shall supply all equipment and services for a period of up to 90 calendar days beyond the contract termination date. The State shall bear no costs for the removal and transfer of services.

3.2 Equipment Installation

All wiring and connections to the Contractor equipment shall be made using Contractor supplied cable and equipment. The State shall not be responsible to mount equipment, program nor establish communications unless required by connecting to the service port (demarc).

3.3 Support of PSTN Operational Features

Intercept Messages including line not in service, referral messages, etc. Fully compatible with all PSTN call setup, held calls through call completion.

3.4 Local Number Portability

Contractor must ensure that existing telephone numbers are retained with service conversion. All number assignments shall be the responsibility of the Contractor, with strict coordination through the State.

The Contractor must accept any telephone number (lines) used by the State prior to contract to be transferred to the Contractor network service. The Contractor shall be responsible for initiating all orders and requests for transferring services, ensuring that such orders are completed within the timeframe specified by the State, and completely operable to the satisfaction of the State. State offices shall retain telephone numbers when changing from current local exchange carrier to the Contractor's services as well as from the Contractor's service to an alternate carrier. The Contractor must provide future telephone number portability with its line numbering.

3.5 Pre-Subscription for Local and Toll Services

The Contractor shall provide local, intra-LATA, inter-LATA and worldwide services. The Contractor shall ensure complete compliance with the North American Dialing Plan and any international plans providing service.

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

3.6 Toll Service Method

Toll service must be completely transparent to telephone users, not requiring additional digits for dialing. Service must not require the use of dedicated lines or circuits (trunking) unless paid entirely by the Contractor, not resulting in one time or monthly charges to the State beyond usage charges. Assurance of service compatibility is entirely the responsibility of the Contractor.

3.7 Carrier Verification Number

The Contractor must provide a direct dial toll free number allowing a caller to verify the carrier used by a designated telephone.

3.8 Voice Call Billing Increments

All Contractor invoices, call detail reports and charges shall be based upon one second or less billing increments, with charges rounded up to the nearest penny. All other costs shall be accurately defined and charged. No charges shall be incurred for incomplete call attempts.

3.9 Local Service

Contractor must provide local exchange services at all State office locations as defined by the State and offered by the Contractor. LEC service consistent with State office locations shall be maintained, with no toll charges resulting from calls within the local exchange area. The Contractor is required to adhere, at a minimum, to the local calling area definitions for ILECs within New Hampshire.

The Contractor must not charge for Local Exchange service based upon usage fees on other but the fixed monthly line charge. Per minute and per call charges are NOT allowed. All charges for calls to and from exchanges common to ILEC Central Office access are inclusive of the monthly line charge. Exceptions may be noted for subscribed measured service business lines.

3.10 Multiple Local Service Sites

A single local exchange usage rate for all local calling areas within New Hampshire shall be provided. Alternative pricing methods are listed in Exhibit B: Pricing Worksheets, Balance of Product Line.

3.11 Compatible E911 Services

Contractor must comply with State of New Hampshire RSA 374:22, I or most recent rules regarding E911 services, and make available the universal emergency telephone number 911 for seeking assistance from fire, police, and other related safety agencies through a single public safety answering point. Each telephone service provider shall assure that all requests for police, fire, medical, or other emergency services received by the provider or the provider's operator services shall be transferred to the public safety answering point. Such transfer shall include the calling party's telephone number in American Standard Code for Information Interchange (ASCII) in a format recommended for data exchange by the National Emergency Number Association (NENA).

3.12 Access to All Other n11 Services

The network supporting voice services must complete calls to n11 services (e.g. 411, 511) where supported by alternate sources. All telephone lines must allow dialing and call completion to n11 numbers. This section does not infer n11 service provisioning, only access to and full compatibility with, all features and requirements of n11 systems. Inclusive must be:

- 211 Health and Human services information assistance;
- 311 non-emergency access to police, fire and government offices;
- 411 information services;
- 511 traveler information;
- 611 repair services;
- 711 telecommunications relay access services;
- 811 health services
- 911 access to emergency services.

3.13 Dialing Plan Compatibility

The local exchange service provided by the Contractor must adhere to all standards for the North American and International dialing plans. The Contractor must state, whether local calls within the same calling area shall require a seven-digit (NNX + XXXX) or ten-digit NPA+NNX+XXXX) dialing plan. The Contractor must provide toll services that conform to the international dialing plan of the ITU for all international calls. The Contractor must accept transfer of all State used exchanges and local numbers to their services with no transfer fee billed to the State.

3.14 Operator Services

The Contractor must provide local and intra-LATA human operator services for assistance in placing local, person-to-person, collect and local third party calls. All such services shall be programmable to allow or disallow services on a line-by-line basis. The Contractor must provide local operator service 24 hours per day, 7 days per week, 52 weeks per year with no holiday exceptions.

3.15 Access to Directory Assistance

The Contractor must provide local and intra-state directory assistance service by direct-dial services. Services may be limited per direction of the State in defining Facility Restriction Levels (FRLs) and Automatic Route Selection (ARS) programming.

3.16 Disconnection of Services

The Contractor must provide local exchange service that allows for intercept messages and referrals to be associated with local exchange service that has been disconnected or is out of service. These intercept messages must include, but not be limited to, the following: number dialed which is not in service; number dialed not in service with referral to new number (10-digit format) and/or; number dialed temporarily out of service. A disconnected line shall be referred to an alternate telephone number with an intercept message after disconnection. The Contractor must retain all State required

intercept messages and referrals for a minimum of six months from the date of disconnection. The Contractor must provide all State required intercept messages and referrals at no cost to the State.

3.17 Listing in Directory Assistance

All published telephone numbers of State offices must be available to the general public through the use of telephone access to an automated or 'live' directory assistance. All directory information must be maintained and updated by the Contractor as directed by the State. The State may request, on a line by line basis, that any number be withheld from directory listings, at no additional line cost.

3.18 Printed Directory of Telephone Numbers

The Contractor shall be provided a list of telephone numbers to be included in the present LEC (Currently published by Supermedia LLC) telephone directories as directed by the State. At present, only primary contact numbers are listed, but may be listed in multiple regional directories. The Contractor must at a minimum, ensure that all such listings are continued. The State may request, on a line by line basis, that any number be withheld from directory listings, at no additional line cost.

The Contractor shall be responsible to coordinate with the State the inclusion or exclusion of all such directory listings. One listing for each main office numbers shall be provided when directed by the State, at no charge to the State. Additional listings may be invoiced as noted in Exhibit B.

3.19 Unlisted Services

The exclusion of given line numbers in printed telephone directories and directory assistance listings. All such numbers are withheld from release to directory assistance callers. There shall be no additional charges for unlisted numbers.

3.20 Incoming Toll Free Services

Contractor shall provide incoming toll free services that accommodate intra-LATA and inter-LATA calling. Line numbers assigned to incumbent carriers must be transferred to services.

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

3.21 Direct Inward Dialing (DID)

The Contractor shall provide Direct-Inward-Dialing (DID) service inclusive of any geographic New Hampshire exchange service. DID trunking must be provided for inward bound and two way inward/outward bound services. Inward/outward bound services must allow the transfer of originating number and dialed number information transfer. The inward bound Dialed Number Identification Service (DNIS) must be fully compatible with the receiving telecommunications equipment at State sites.

The DID service must provide blocks of consecutive telephone numbers and specified numbers currently used by the State. All existing numbers currently used must be retained, and transferred to the new Contractor's service.

Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a DS1 alternative for individual access services, such as Centrex and local business trunks, ideal for multi-site customers with many lines in one location or headquarters, and high call volumes. Service also includes Direct Inward Dialing, meaning a caller can dial directly into any one of hundreds of numbers without the use of an

auto attendant (transferring to an extension without the intervention of an operator/receptionist). SIP trunks can be similarly equipped with DID numbers.

3.22 Incoming Caller Identification

The local exchange service must provide incoming caller identification (Caller ID) name and number allowing the display of calling telephone number and published name to an industry standard Caller ID device, telephone instrument or premises-based telephone system.

3.23 Outgoing Caller Identification

Service must allow the State to define if or if not the originating Contractor subscribed DID number shall be released to the called party. The Contractor must allow the State to permanently block or unblock ID information on a circuit by circuit basis.

3.24 Incoming Line Hunt

Services must include unlimited line hunt of incoming calls to lines or trunks based upon a line busy scenario. Forwarding shall be to any other line in the network.

3.25 Demarcation Point

Demarcation points (demarcs) for legacy 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 within 30 days, or equipment shall become property of the State. 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 weekly basis.

3.26 Call Quality

Contractor shall insure a high quality of calling services, correcting noisy call problems and minimizing deficient call completion issues.

3.27 Connect Time

The Contractor shall limit call connect time access (time period from the end of dialing to ringing at destination line, exclusive of messages and call acceptance processes) to 8 seconds or less.

3.28 Connectivity

Contractor shall accept and complete all calls to all locations. Rejection of calls based upon local carrier, service reseller, called party registered long distance carrier, or Contractor selected long distance carrier is prohibited. Rejection due to failure of called party to complete payment for calls as in the case of prepaid calling or debit services is at the discretion of the Contractor.

3.29 Primary Rate ISDN Services

The Contractor shall provide Centrex-compatible (or substitute technology) ISDN PRI services for connection of PBXs with foreign exchange, trunk DID or PBX interconnection operation. Services shall be 23-channel, 64 Kbps clear channel operation. Call setup and completion must be fully compatible with analog calling services.

Primary Rate ISDN services are currently designated by FairPoint as "IBZD" service. Service allows 23 individual 64 Kbps channels with the ability to bond two or more channels for synchronized data transmission. No per-minute charge for ISDN calls made within the LEC local exchange service area. Pricing for call establishment must be clearly stated.

3.30 Public Switched Telephone Network (PSTN) Session Initiation Protocol (SIP) Connectivity

Contractor shall provide complete "turn key" services, requiring no items ordered or provided by the State. Transport medium shall be provided by the Contractor along with Local Exchange Carrier (LEC) and Inter-Exchange Carrier (IEC) services required to meet contract requirements. Any and all charges levied by the LEC for PIC changes shall be invoiced to and paid directly by the Contractor. The State shall not provide labor, equipment or facilities to implement and maintain services. The total quantity of services shall vary. No guarantee of service quantity is given or implied. Services locations may be added or deleted by the State at any time.

Service must abide by IETF Network Working Group Real-time Transport Protocol (RTP) RFC 1889 for transporting real-time data and providing QoS feedback, Real-Time Streaming Protocol (RTSP) RFC 2326 for controlling delivery of streaming media, the Media Gateway Control Protocol (MEGACO) RFC 3015 for controlling gateways to the PSTN, Session Description Protocol (SDP) RFC 2327 for describing multimedia sessions, RFC 3261 with associated updates, RFC 3265 defining Subscribe and Notify methods and relevant specifications.

Service must also abide by ITU-T G.711 for audio commanding to insure proper transmission of fax communications. Contractor's Session Initiated Protocol (SIP) Trunking provides an integrated voice and data solution. It enables all voice and Internet traffic to be sent over a single connection from a Private Branch eXchange (PBX) and Local Area Network (LAN), reducing the complexity of managing multiple connections. Call quality is controlled better by staying on Contractor's private network and not traversing internet. SIP Trunking is ideal for multi-site organizations with many lines in one location or headquarters and high call volumes that desire an IP based, cutting edge solution.

3.31 Group 3 Services

The following services shall be included in Group 3 services with features as defined in this Group. These definitions shall apply to the Service Item denoted in the Contract.

ISDN Primary Rate Interface Unlimited Service: ISDN PRI services throughout geographic New Hampshire inclusive of local, state wide and North American LATA (Local Access and Transport Area) calling at no additional cost.

SIP Interface Unlimited Service: SIP interface to Public Switched Telephone Network at multiple transport levels, inclusive of local, NH LATA, national and international calling. The costs of calling within the US shall be included in the price of the service.

DID: Cost of Direct Inward Dial numbers based on 100 numbers. Charges are based on the quantity of 100 numbers, and include sequential and non-sequential numbers.

Line Relocation: Relocation of any Group 1 line to a new address location (One time Cost)

Toll Free Virtual Service: Toll free number (e.g. 800, 888, 866, etc.) pointing to an analog line or DID.

Toll Free Virtual Service Usage Cost: Cost of receiving calls on a virtual toll free line. Costs are rated per minute only.

Directory Assistance: Operator assistance allowing the caller to connect to a human operator who can assist callers to obtain telephone numbers and instruction them in the dialing method to connect to remote locations.

Directory Listing: One Directory Listing for each main office line in the present LEC (Currently published by Supermedia LLC.) telephone directories as directed by the State. Any additional listings may result in a per listing charge.

Unlisted Services: The exclusion of given line numbers in printed telephone directories and directory assistance listings. All such numbers are withheld from release to directory assistance callers.

Group 4 High Speed Data Transfer Services All High Speed Data Services shall present an Ethernet interface providing synchronous full duplex services to State offices. Contractor shall provide interface device (if required) presenting a standard Ethernet handoff on a standard RJ45 interface connection. Contractor shall also provide replacement devices in the event of failure.

Contractor must provide local access and support throughout the State and provide network Point of Presence to 80% of the State at a minimum.

Contractor shall provide Circuits with incremental bandwidth.

Dependability: All services must be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.9% of the time based upon a 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails with total timeframe of failures accumulating to 120 minutes or more within a 30 day period (exclusive of planned maintenance outages), the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Vendor, or pursue any or all remedies as set forth herein.

Contractor must provide a Performance Monitoring package. All Tests must include a detailed document that shows all standards based tests that were run and their values as a proof of satisfactory completion.

Contractor must provision Network Operations Center managed CPE that is manageable and monitored at the carrier Network Operations Center. This manageability must include, but not be limited to, adjusting service parameters, initiating loopback testing, and initiating performance testing with remote troubleshooting capability.

Service Termination: In the event that any service experiences a 10% or more dependability failure rate (10% of all services become unavailable per the 99.9% up time dependability rate) for a 24 consecutive hour period, the State at its sole discretion, may choose to terminate all

services at all locations and seek replacement service from another Vendor, or pursue any or all remedies as set forth herein.

Service must be kept below 60 ms (maximum) latency, 20 ms of jitter and .5% loss for any given circuit end to end in the Contractor's network.

The Contractor's core network shall have redundant connections between facilities within their infrastructure. The Contractor's core network shall use dynamic protocols for failover to redundant links which must occur without human interaction. Should any link(s) fail the redundant link(s) must automatically forward traffic in less than 50 milliseconds.

Contractor shall not block any ports or traffic between connections to State Agencies. Contractor shall not "break-in" or use protocol "sniffers" as methods of troubleshooting or any other purpose unless permission to do so is first obtained in writing from the State. Otherwise, Contractor must be transient and not examine the customer traffic in any way other than providing service prioritization based on markings defined by the State and Contractor.

Contractor solution shall include OAM fault management test functions including the following: Continuity Check Message, Loopback Message, Link Trace Message, Remote Detect Indication, Locked Signal Function, Test Signal, Maintenance and Communications Channel. Contractor shall provide manufacturer specifications of equipment used to provide customer and Contractor testing access to equipment

Contractor services must allow the integration of alternate technologies into the network inclusive of Time Division Multiplexed services, allowing data to flow into the Ethernet head end circuit.

Service must allow the integration with the Public Switched Telephone Network allowing the transport of traditional voice services through Voice over Internet Protocol technology.

Multiple types of data communications circuit services are currently deployed in the State network. All replacement services shall be based on fixed monthly costs per circuit. Usage costs shall not apply. No installation service charges shall apply to circuits installed to replace incumbent contractor services. Any and all services may be terminated or replaced with alternate technology without penalty at any time during the contract.

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.

4.1 Contractor Service Review

Contractor shall review each site and verify circuit types, circuit number identifications and make recommendations for service updates. Each service location must be provided service, with the Contractor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Contractor shall supply such equipment without additional charge to the State. In all cases, 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.

4.2 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.

4.3 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. The Contractor is responsible for getting the Circuit terminated to the State of New Hampshire defined MDF Facility and the Contractor can extend that Circuit up to 150 feet from the MDF upon request from the State of New Hampshire at no charge. The Contractor must provide services to extend Circuits past the 150 foot mark when requested, which may incur additional cost to 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.

4.4 Service Definitions and Inventory

The Contractor is responsible to review each circuit utilized by the State to define proper circuit operating parameters. Contractor shall create data tables listing each circuit, circuit type, definition of operation and circuit optioning providing operation under 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.

4.5 Protocols

Contractor shall support services inclusive of X.25 packet service. Possibilities are IBM Systems Network Architecture (SNA)/Binary Synchronous Communications (BSC), Synchronous SNA/Synchronous DataLink Control (SDLC), Asynchronous Dial-up, Transmission Control Protocol (TCP)/Internet Protocol (IP), Internet Packet eXchange (IPX)/Sequenced Packet eXchange (SPX) and others.

4.6 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 (2) State working 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 and efficiency verification;
- Weekly operation verification and routine testing of each network circuit; and
- Support for all available protocols and new industry standards.

4.7 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 Safety, Bureau of Statewide Telecommunications prior to the installation date of the first circuit installation 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.

4.8 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. Contractor 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.
- 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 (1) 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.

4.9 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.

4.10 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.

4.11 Installation Services

The State shall require the Contractor to provide installation services which include connectivity to State owned and managed equipment. Field service technicians shall have obtained a Cisco Certificated Network Associate certificate of confidence prior to working on any Cisco equipment. Installation services shall include:

- Placement of State configured equipment at installation sites inclusive of equipment racking and connectivity;
- Powering of State equipment and power on the device;
- Connection of purchased services to State equipment;
- Troubleshooting connectivity issues under the direction of State staff.

Contractor shall work with the State in regards to installation of State provided CPE, however prior to starting work a project scope shall be defined.

4.12 Continued Support

The State shall require the Contractor to provide operational support services which includes verification of connectivity and service operations. Field service technicians shall have obtained a Cisco Certificated Network Professional certificate of confidence prior to working on any Cisco equipment. Services shall include:

- Troubleshooting of LAN/WAN connectivity issues;
- Working with other State vendors to troubleshoot WAN connectivity issues;
- Migrate existing remote site router configurations to new routers and defining migration steps;
- Migration of existing remote site LAN's to new Router & WAN Circuit.

4.13 Circuit Technology

Contractor shall provide same or alternative advanced switched circuit technology in services as noted.

4.14 T1 Rate Point to Point

It is the intent of the State to replace all point to point services, yet may have the need to continue services on a limited basis. Current T1 point to point services are currently designated by Contractor as "DHCC", "HCGL", "YBGA", "DHZA" and "DZZD" service. The service provides 1.544 Mbps throughput on a digital facility. Services are either channelized 56 Kbps with bit robbing or 64 Kbps clear channel. Circuits are configured to carry voice or data traffic per specific application.

4.15 . Ethernet Interface Connectivity

All High Speed Data Services shall present an Ethernet interface providing synchronous full duplex services to State offices. Contractor shall provide interface device (if required) presenting a standard Ethernet handoff on a standard RJ45 interface connection. Contractor shall also provide replacement devices in the event of failure. The Contractor must clearly define the technology, bandwidth, methods, procedures and equipment used to provide service.

Contractor must provide local access and support throughout the State and provide network Point of Presence to 80% of the State.

Contractor shall provide Circuits with incremental bandwidth.

Dependability: All services must be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.9% of the time based upon a 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails with total timeframe of failures accumulating to 120 minutes or more within a 30 day period (exclusive of planned maintenance outages), the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Vendor, or pursue any or all remedies as set forth herein.

Contractor must provide a Performance Monitoring package. All Tests must include a detailed document that shows all standards based tests that were run and their values as a proof of satisfactory completion

Contractor must provision Network Operations Center managed CPE that is manageable and monitored at the carrier Network Operations Center. This manageability must include, but not be limited to, adjusting service parameters, initiating loopback testing, and initiating performance testing with remote troubleshooting capability.

Service Termination: In the event that any service experiences a 10% or more dependability failure rate (10% of all services become unavailable per the 99.9% up time dependability rate) for a 24 consecutive hour period, the State at its sole discretion, may choose to terminate all services at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth herein.

Service must be kept below 60 ms (maximum) latency, 20 ms of jitter and .5% loss for any given circuit end to end in the Contractor's network.

The Contractor's core network shall have redundant connections between facilities within their infrastructure. The Contractor's core network shall use dynamic protocols for failover to redundant links which must occur without human interaction. Should any link(s) fail the redundant link(s) must automatically forward traffic in less than 50 milliseconds.

Contractor shall not block any ports or traffic between connections to State Agencies. Contractor shall not "break-in" or use protocol "sniffers" as methods of troubleshooting or any other purpose unless permission to do so is first obtained in writing from the State. Otherwise, Contractor must be transient and not examine the customer traffic in any way other than providing service prioritization based on markings defined by the State and Contractor.

Contractor solution shall include OAM fault management test functions including the following: Continuity Check Message, Loopback Message, Link Trace Message, Remote Detect Indication,

Locked Signal Function, Test Signal, Maintenance and Communications Channel. Contractor shall provide manufacturer specifications of equipment used to provide customer and Contractor testing access to equipment

Contractor services must allow the integration of alternate technologies into the network inclusive of Time Division Multiplexed services, allowing data to flow into the Ethernet head end circuit.

Service must allow the integration with the Public Switched Telephone Network allowing the transport of traditional voice services through Voice over Internet Protocol technology.

Contractor shall provide Ethernet Interface Circuits for sites utilizing a Frame Relay Services which shall terminate in a Contractor managed device, unless otherwise directed by the State.

The managed device shall be one chosen by Contractor that is appropriate for the service being delivered to a given site. The use of Frame Relay as the underlying technology shall allow for the integration with other Frame circuits as well as an ATM head end. The network shall not integrate with Point to Point T1 circuits because by their nature such circuits are meant to be standalone services.

4.16 Frame Relay to ATM Service Internetworking (FRASI)

Service in accordance with ITU-T I.122, Recommendation, for Wide Area Network connectivity on a switched network. Contractor shall abide by all ITU regulations and requirements.

4.17 Asynchronous Transfer Mode (ATM)

The Contractor shall provide ATM services a multiple bandwidths. Services shall be provided within Concord, NH and other locations as available from the Contractor.

ATM Quality of Service

The Contractor shall maintain the following quality of service measurements for an end-to-end connection from one State demarcation point to another State demarcation point:

Constant Bit Rate: OC3: 10 ms; DS3: 10 ms; DS1: 14 ms.

Variable Bit Rate (real time): OC3: 10ms; DS3: 10 ms; DS1: 14 ms.

Variable Bit Rate (near real time): OC3: 11ms; DS3: 12 ms; DS1: 16 ms.

Unspecified Bit Rate, OC3, DS3 and DS1, unbounded.

Standards

The Contractor must provide interfaces and network transport services that operate according to the following national and international ATM standards: UNI 3.0, 3.1, BISUP or BICI in NNI Interfaces and PNNI 1.0. Contractor shall maintain compliance with current revisions of these standards.

Service Protocols

End-to-end service protocols and encapsulation protocols must be supported by the service. Inclusive protocols are IEEE 802.3 Ethernet, IEEE 802.5 Token Ring, ANSI X3T9.5 FDDI, TCP/IP, and Frame Relay.

ATM Features

Frame Relay inter-working and transport;
Native LAN extension services;
WAN extension services;
Inter-work with IP networks;
Native ATM services;
Up to 64,000 nodes per network;
SONET Compatibility.

4.18 Group 4 Services

The following services shall be included in Group 4 all inclusive, with features as defined in this Group. These definitions shall apply to the Service Item denoted in Exhibit B.

Network Professional Services: The State shall require the Contractor to provide operational support services which includes verification of connectivity and service operations. Charges shall only apply to equipment conversion per direction of the State after initial installation. Troubleshooting due to Contractor services failures shall not result in charges.

T1 Point to Point Services: 1.544 Mbps digital transport from a given point to another.

Ethernet Interface Connectivity: High speed switched data services with an Ethernet interface at various data rates as defined herein.

Frame Relay to ATM Service Internetworking (FRASI) at 56 Kbps and 1.5 Mbps, compatible with ATM Services.

Asynchronous Transfer Mode (ATM) used in association with Frame Relay, available at multiple speeds inclusive of 45 Mbps.

Group 5 High Speed (Broadband) Internet Service Provider

High Speed Internet Service shall allow the State of New Hampshire to access the Internet to conduct its business as defined in the State statues (RSA's). This includes, but is not limited to, e-mail, access to federal and other state government web sites, video and voice applications, file downloads from various sources, web hosting, reliable transport of data between the State and its citizenry, transport of emergency communications as required, and the on-going demands of e-government.

Contractor must provide high speed internet services commonly referred to as broadband internet for use by the State. Service may be in the form of Digital Subscriber Line (DSL), Fiber Optic Service (FiOS or Fiber to the Premise), or any other commercial technology providing repeatable, dependable levels of service. Services must be presented at 3 Mbps or faster with an Ethernet interface.

5.1 Digital Subscriber Loop (DSL)

Digital Subscriber Loop (DSL) services or alternate similar technology includes High bit rate Digital Subscriber Lines (HDSL), Single pair Digital Symmetrical Lines (SDSL) and alternate Subscriber Loop modem technologies.

Currently Asynchronous DSL is used in association with Asynchronous Transfer Mode (ATM) host circuits connected to the data network cloud or in association with an Internet Service Provider (ISP).

Contractor's SHDSL based synchronous services at 3M Upload / 3MB Download speeds, referred to as Broadband Elite (BBE). It is available in select SHDSL equipped Cos (currently 37 Cos). Its availability is subject to loop qualification for distance and facilities, as are all DSL based services. BBE is an advanced broadband service intended to service offices with multiple computers and therefore requires a router for access. Additionally Contractor offers standard ADSL services in nearly all communities across its NH footprint. This service is either ATM or Ethernet based depending on the type of aggregation equipment installed. Ethernet over ADSL2+ is an offering in limited Central Offices (rolling out to many more over time) with maximum download speeds of 25Mbps and maximum upload speeds of 2Mbps.

Speed

3M/768K at up to 18,000 feet from the Contractor Office;
7M/768k at up to 15,000 feet from the Contractor Office;
10M/1M at up to 12,000 feet from the Contractor Office;
20M/1.5M at up to 8,500 feet from the Contractor Office;
25M/2M at up to 7,000 feet from the Contractor Office;

5.3 Fiber Optic Service

The fiber optic based service must bring direct delivery of services to the State office location. FAST (Fiber Access Service Technology) Internet Service uses Contractor's Fiber-to-the-Premise (FTTP) network. FAST reaches speeds of up to 100 megabits per second (Mbps) downstream and 50 Mbps upstream to support business needs like multiple bandwidth-intensive devices and work stations, streaming content and applications, and more. FAST is available in limited areas of southern NH. Available Mbps upload/download throughputs are:

Business FAST (Dynamic IP) - 5/2
Business FAST (Dynamic IP) - 15/2
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Business FAST (Dynamic IP) - 15/15
Business FAST (Dynamic IP) - 30/15
Business FAST (Dynamic IP) - 50/25
Business FAST (Dynamic IP) - 75/35
Business FAST (Dynamic IP) - 100/50
Business FAST (Static IP) - 15/2
Business FAST (Static IP) - 15/15
Business FAST (Static IP) - 30/15
Business FAST (Static IP) - 50/25
Business FAST (Static IP) - 75/35
Business FAST (Static IP) - 100/50

5.5 Service Availability

Internet access service shall be provided, and guaranteed, at 99.99% or better availability (24hrs/day by 7days/week), at the throughput rate provisioned, through the term of any awarded contract. Internet access service is defined as all services that are provided by the Contractor which are, directly or indirectly, related to the connectivity to the State's network router from the ISP at the

availability and throughput defined above. The Contractor is responsible to pay for any repairs and/or services needed to maintain and meet the described requirements.

5.6 Emergency Service Failure Reporting

Contractor shall provide 24/7 monitoring and contact, via pager or mobile phone, to a State representative within fifteen (15) minutes in the event of communication failure between the State and ISP, regardless of reason or fault causing such occurrence.

5.7 Problem Determination Assistance

Contractor shall provide Internet related problem determination assistance at no fee. At a minimum, the Contractor shall demonstrate any related problem is not due to the Contractor's services and/or equipment. All fees that would be billed to the State regarding problem determination, or other services, shall be included in the cost/month.

5.8 Configuration Technical Support

Contractor shall provide configuration technical support to the State while the State implements the new service. All charges for this service shall be incorporated into the cost/month.

Contractor shall provide configuration technical support to the State for any upgrades or additional features purchased from the successful Contractor(s). There shall be no additional charges for this service.

5.9 Effective Data Rate

For all services, the State requires guaranteed Internet connectivity via a high-speed full duplex connection with a minimum end-to-end rate equal to that specified for the circuit in each direction to its head end location. This is the effective data rate, not a line speed designation. Contractor shall offer data rates up to the defined speeds included in section 5.1.

5.10 Connectivity

The Contractor shall provide the State with Ethernet connections as the uplink to the ISP. Contractor is responsible to provide all physical cables that connect the Contractor's Equipment to the State's Routers.

Contractor shall not block any ports or traffic between the State connection and the Internet.

Contractor's BBE and FAST services require a technician to install a network interface device that has an Ethernet handoff. The protocols used by the State interface may be Ethernet or IP. ADSL services come with a self installation package that includes a modem. The ADSL service has two underlying technologies, ATM and Ethernet. The protocols used by the interface may be Ethernet, IP or PPPoE depending on how the service is configured. Contractor does not block any ports or traffic.

5.11 Demarcation Point

Demarcation points (demarcs) for 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's 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 weekly basis.

5.12 Dynamic and Static IP Addresses

Contractor shall provide dynamic and/or static addresses for interfacing State equipment. Contractor shall insure forward compatibility with IPV6 and future Internet Protocol revisions as they become available.

5.13 Group 5 Services

The following services shall be included in Group 5 offerings, with features as defined in this Group.

DSL: Digital Subscriber Loop high speed ISP services provided over single pair subscriber loop cable.

Fiber Optic Service: High speed ISP services provided either directly or indirectly to a State office via fiber optic facilities.

6.0 General Items Applying to All Service Groups

6.1 Support Access

The Contractor shall agree to maintain, repair, upgrade, and correct deficiencies in the network at no cost to the State, in accordance with the specifications and terms and requirements of any Contract, including without limitation, correcting all errors, destructive programming; and replacing incorrect, defective or deficient software and documentation.

6.2 Availability

The Contract shall warrant that the System and its related software, in whole or part, shall operate at or above the specified rate and with a 99.99 % or better up time measured over a 24 hour period.

6.3 Contractor Damage to State Facilities or Equipment

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property caused by Contractor during the performance of this service shall be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold payment amounts related to the specific defective work or damages.

6.4 Power (Applies to all on site equipment)

It is anticipated that no Contractor equipment located at a State site shall require power. In the event power is required, the State shall allow no more than a shared outlet, allowing a single, unconditioned, 115 volt, 60 Hz power source drawing no more than fifteen (15) amps. Power backup (UPS or battery with line conditioning) for up to 2 hours in the event of power failure must be provided by the Contractor.

6.5 Contractor Employees

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

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

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

Contractor Staff

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

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. For the avoidance of doubt, the Project Manager may not vary or amend the terms and conditions of the contract, which will require an amendment in accordance with Section 18 of Form P-37 that is signed by a duly authorized representative of Contractor. 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 one (1) hour 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 reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

Contracting Officer: Contractor must provide a primary contracting officer for all services provided to the State.

Account Management: 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.

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

Engineering Support: Contractor must provide configuration technical support to the State for circuit implementation, circuit service changes, upgrades and future changes/reconfiguration.

Contractor must agree to provide an "equal or better" replacement in all material respects for any personnel who leave employment of the Contractor during the course of the Contract. Contractor must make the replacement individuals available to be interviewed by the State prior to the Project assignment. Assignment must be at the approval of the State.

Contractor and its employees assigned to service work requiring access to State Computers or network must sign a "Computer Access and Use Agreement." The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information. Personnel assigned to the State must be available to work within ten (10) business days of the contract commencement.

6.6 Subcontractors

If sub-contractors are to be utilized, include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing in the bid response.

6.7 Service Orders

After the initial services are installed, it is expected that service quantities shall increase and decrease as State demands and responsibilities change. The Contractor must allow for future system changes at no costs to the State.

6.8 Single Point of Contact

The Contractor must serve as the Single Point of Contact to the State for all maintenance issues regarding services. This shall be inclusive of any and all TSR, repair and report releases.

6.9 Telephone Service Requests

The Contractor shall be responsible to perform all work requested through written Telephone Service Requests (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 Safety
Bureau of Statewide Telecommunications

Room 210A
33 Hazen Drive
Concord, NH 03301

6.10 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 return call within 15 minutes of initial call.

6.11 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.

6.12 New Service or Change Order

Contractor must utilize and retain State issued Telephone Service Request numbers as a cross reference to any Contractor order number. All such associations shall be provided to the State within one State business day (8 work hours) of the placement of service request.

6.13 Disconnect Orders

Disconnect orders (discontinuance of services) placed by the State must be implemented on second State business day after transmission of TSR. Any usage of service not disconnected by the Contractor (after the second business day or other later date specified by the State) as requested by the State, shall not be invoiced to the State.

6.14 Receipt of State Requests

The Contractor must confirm receipt of any TSR's through an E-mail listing each TSR received, TSR delivery date, service performance date and associated, telephone or calling card number. Upon receipt of a disconnection order, the Contractor must enact an immediate "cease billing" of the disconnected service (by the end of the second business day or later date specified by the State). Other than up to the date of disconnect in accordance with this contract, the State shall not be responsible for any charges incurred after the disconnect request is placed with the Contractor.

6.15 Response to Maintenance Calls

"Response" to a maintenance call requires that the Contractor begin testing of the network service. The Contractor must notify the State within four (4) business hours of reinstated service as to the known cause of the failure and corrective action.

6.16 Repair and Installation Services

The Contractor shall make service available 24 hours per day, 7 days per week, 52 weeks per year. 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.

The Contractor must agree to comply with the following categories for maintenance of the network services:

- Critical Maintenance and Escalation;
- Emergency Maintenance;
- New Services

Critical Maintenance and Escalation

The Contractor shall 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 occur:

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

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 vendor. 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 as set forth in the agreement.

Emergency Maintenance Requirements

The Contractor must provide emergency maintenance for those network services designated by the State. 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 automatically escalated to Critical Maintenance.

Typical Emergency Maintenance shall include:

- Loss of voice or data service to any State office;
- Loss of main or primary line;
- Work due to a "rush" situation as defined through an Executive office or emergency situation.

New Service Requests

Contractor shall install all new services on or before the State requested due dates. Scheduled installation day and time of day must be provided to the State within three (3) business days of transmission of State Telephone Service Request. If the Contractor fails to meet the above mentioned time frame, the State reserves the right to pursue its remedies as set forth in the Agreement. A failure in accordance with this section shall not constitute an Event of Default as

defined in Section 8 of the Agreement of Terms and Conditions unless, in the State's sole judgment, the failure materially impacts the services required by the Contract and the Contractor is provided written notification as defined in Section 8 of the Agreement Terms and Conditions and provided an opportunity to cure.

All Group 5 services shall be installed, tested and ready for cutover no later than 30 days after receipt of valid TSR from the State.

6.17 Critical Nature of Timeframes

If the Contractor fails to meet this timeframes, the State reserves the right to pursue its remedies as set forth in the agreement.

6.18 Operational and Security Requirements

The Contractor must have implemented various security measures based on actual security situations in the field. The Contractor is expected to learn from these experiences and ensure that their systems are secure to the best of its ability. Security measures must include each of the following:

- Network Traffic Security
- Receipt and implementation of new service orders;
- Access to the network service by the Contractor's service personnel and/or Technicians;
- Access by the State to network service billing records.

6.19 Post Implementation Review

The State shall be allowed 5 days after Contractor installation of each service to review and accept each installation to insure installation and circuit performance within the specification defined within this document.

The Contractor shall provide complete test plans defining how the Contractor shall test individual installations and assist the State in troubleshooting any connection or operating problems.

6.20 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.

6.21 Confidential Information

The Contractor and State agrees that all discussions or information gained during an engagement and under this contract shall be considered confidential and that no information gathered by the Contractor or the State shall be released without prior consent of the other party unless authorized and required by law.

6.22 Damage

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

6.23 Services Outside Contractor Territory.

Notwithstanding anything to the contrary herein, all services and pricing are conditioned upon services being delivered in Contractor territory where existing facilities are present and not in need of repair. If services are requested or required outside Contractor territory, where substantial repairs are needed, or where existing facilities are not present, additional costs may apply and will be evaluated with the State on a case-by-case basis and require a duly executed amendment.

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

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

Confidentiality & Criminal Record

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors shall be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done.

ESCALATION PROCEDURE FOR DISPUTES

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), 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 Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

Level	Contractor Contact	State contact	Cumulative Allotted Time
First	Joseph Weisenburger	Paul Rhodes	5 Business Days
Second	Karen Romano	Michael Connor	10 Business Days
Third	Patrick McHugh	Linda Hodgdon, Commissioner	15 Business Days

Note: Employee contacts may change due to replacement personnel.

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide telephone and data services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$13,000,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2020.

The costs 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 stated. No additional fees for services hereunder 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 for services hereunder shall be those disclosed within this document.

*Subject to fluctuation as set by regulatory and governmental bodies. All charges shall be set at regulatory rates at 100% pass through without additional fees or charges applied by Contractor.

SERVICE ITEM	UNIT COST
Group 1 Traditional Telephone Line Services	
Centrex or Equal Full Feature Telephone Line with Unlimited Calling (No Toll within the US; Monthly)	\$5.00 monthly
Subscriber Line Charge*	\$6.16 monthly
Fed Universal Service Fund*	\$0.20 monthly
E911 Surcharge*	\$0.57 monthly
Fed Access Charge*	\$1.50 monthly
Access Recovery Charge*	\$1.44 monthly
Total CTX Line Charge	\$14.87 monthly
Centrex or Equal Full Feature Telephone Line Voice Mail (Monthly)	\$2.95 monthly
Full Service Business Line (No toll charges within the US; Monthly)	\$12.99 monthly
Subscriber Line Charge*	\$6.16 monthly
Fed Universal Service Fund*	\$1.77 monthly
E911 Surcharge*	\$0.57 monthly
Fed Access Charge*	\$1.50 monthly
Access Recovery Charge*	\$1.44 monthly
Total Full Service Business Line Charge	\$24.43 monthly
Full Service Business Line Voice Mail (Monthly)	\$2.95 monthly

Measured Service Business Line (Monthly)	\$11.99 monthly
Subscriber Line Charge*	\$6.16 monthly
Fed Universal Service Fund*	\$1.77 monthly
E911 Surcharge*	\$0.57 monthly
Fed Access Charge*	\$1.50 monthly
Access Recovery Charge*	\$1.44 monthly
Total Measured Service Business Line Charge	\$23.43 monthly
NH LATA toll Calling (Per Minute)	\$0.018 per minute
Fed Universal Service Fund (Billed as a % of total usage)*	\$0.0028
Total Charge	\$0.0208 per minute
InterLATA Toll Calling (Per Minute)	\$0.018 per minute
Fed Universal Service Fund (Billed as a % of total usage)*	\$0.0028
Total Charge	\$0.0208 per minute
Measured Service Business Line Local Calling Cost (per Call)	\$0.026 per call
Toll Free Service (Monthly)	\$5.95 per month
Toll Free Federal Universal Service Fund (15.6% of Monthly Reoccurring Charge)	\$1.47 per month
Total Toll Free Line Charge	\$7.42 per month
Toll Free Service Usage Charges, NH LATA Charges (per Minute)	\$0.018 per minute
Fed Universal Service Fund (Billed as a % of total usage)*	\$0.0028
Total Charge	\$0.0208 per minute
Toll Free Service Usage Charges, InterLATA Charges (per Minute)	\$0.018 per minute
Fed Universal Service Fund (Billed as a % of total)*	\$0.0028
Total Charge	\$0.0208 per minute
ISDN BRI Circuit/Line Monthly (Unlimited Local and US Toll Calling)	\$9.99 per month
Subscriber Line Charge*	\$6.16 per month
Fed Universal Service Fund*	\$2.04 per month
E911 Surcharge*	\$0.57 per month
Fed Access Charge*	\$1.50 per month
Access Recovery Charge*	\$0.73 per month
Total Charge	\$20.99 per month

ISDN BRI Voice Mail	\$2.95 per month
Suspension of Number	\$6.00 per month
Directory Assistance	\$0.40 per month
Centrex or Equal Full Service Telephone Line Automated Attendant/Call Processor	\$3.96 per month
Directory Listing (per Listing)	\$3.00 per month
Unlisted Services (No Charge)	\$0.00 per month

Group 2 Legacy Line/Data Services	
9.6K Multipoint Digital Data Monthly (per Point)	\$41.90 per month
19.2K Multipoint Digital Data Monthly (per Point)	\$41.90 per month
56K Multipoint Digital Data Monthly (per Point)	\$64.45 per month
9.6K Multipoint Analog Data Monthly (per Point)	\$146.65 per month
19.2K Multipoint Analog Data Monthly (per Point)	\$146.65 per month
56K Multipoint Analog Data Monthly (per Point)	\$146.65 per month
Protective Alarm Circuit Monthly	\$32.00 per month
Fire Dispatch Circuit Monthly	\$32.00 per month
Private Line Voice Monthly	\$35.00 per month
Radio Circuit Monthly	\$32.00 per month

Group 2 Legacy Line/Data Services Additional Costs	Cost
Protective Alarm Circuit Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$9.50/mile per month
Fire Dispatch Circuit Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$9.50/mile per month
Private Line Voice Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$9.50/mile per month

Radio Circuit Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$9.50/mile per month
9.6K Multipoint Digital Data Monthly - Fixed Mileage Cost (only applied to circuits between exchanges)	\$32.00/mile per month
19.2K Multipoint Digital Data Monthly - Fixed Mileage Cost (only applied to circuits between exchanges)	\$32.00/mile per month
56K Multipoint Digital Data Monthly - Fixed Mileage Cost (only applied to circuits between exchanges)	\$35.00/mile per month
9.6K Multipoint Digital Data Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$21.75/mile per month
19.2K Multipoint Digital Data Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$21.75/mile per month
56K Multipoint Digital Data Monthly - Inter-Office Mileage (only applied to circuits between exchanges)	\$27.00/mile per month

Group 3 Advanced Telephone Services	
ISDN Primary Rate Interface Unlimited Service	\$150.00 per month
FCC Line Port Charge*	\$46.01 per month
Subscriber Line Charge*	\$30.80 per month
Federal Access Recovery Charge	\$7.20 per month
Fed Universal Service Fund*	\$19.48 per month
E911 Surcharge*	\$0.57 per month
Fed Access Charge*	\$17.55 per month
E911 Charge	\$14.25 per month
Total Charge	\$285.86 per month
DID 100 Number Group	\$5.00 per month
DID Single Number	\$.05 per month
Toll Free Virtual Services	\$5.95 per month
Toll Free Virtual Services per Minute-in-State	\$0.018 per minute
Toll Free Virtual Services per Minute-Inter-LATA	\$0.018 per month
Directory Assistance	\$0.40 per call
Unlisted Services	\$3.22 per line per month

SIP 100 Channel Unlimited Service	\$450.00 per month
E911 Charge*	\$14.25 per month
Total	\$464.25 per month
SIP 200 Channel Access	\$600.00 per month
E911 Charge*	\$14.25 per month
Total	\$614.25 per month
SIP 300 Channel Access	\$700.00 per month
E911 Charge*	\$14.25 per month
Total	\$714.25 per month
SIP 400 Channel Access	\$800.00 per month
E911 Charge*	\$14.25 per month
Total	\$814.25 per month
SIP 500 Channel Access	\$900.00 per month
E911 Charge*	\$14.25 per month
Total	\$914.25 per month
Additional telephone number directory listing (1st Free) monthly	\$4.00 per month

Group 4 High Speed Data Transfer Services	
T1 Point to Point Services	\$200.00/month
Ethernet Interface Circuits at 1.5Mbps	\$200.00/month
Ethernet Interface Circuits at 3Mbps	\$289.00/month
Ethernet Interface Circuits at 5Mbps	\$489.00/month
Ethernet Interface Circuits at 10Mbps	\$789.00/month
Frame Relay 56Kbps	\$65.00/month
Frame Relay 1.5Mbps	\$125.00/month

ATM at 45Mbps	\$500.00/month
Demarc extension beyond 150 feet (quote price per foot)	\$0.00

Group 5 High Speed (Broadband) Internet Service Provider	
DSL ISP Connection 3M Download/ 3M Upload Monthly	\$39.99 per month
Fiber Optic Interface Monthly	\$44.99 per month

BALANCE OF PRODUCT LINE

SERVICE GROUP	SERVICE ITEM	PRICE	Description
	Centrex/POTS/BRI related Additional Services		
1	Collect Calling	\$1.05 /call	Collection calling associated with Traditional services from Group 1
1	Operator Assistance	\$0.55 /call	Operator Calls associated with Traditional services from Group 1
1	Third Party Billed Calls	\$0.55 /call	Third party calls associated with Traditional services from Group 1
1	Person to Person Calls	\$0.55 /call	Person to Person calls associated with Traditional services from Group 1
1	Centrex - Automatic Call Back/Distinctive Ring	\$0.21 /min.	Optional Centrex Features
1	Centrex - Six Way Conference Calling	\$0.49 /min.	Optional Centrex Features
1	Ground Start Compatibility	\$6.00 /mo.	Optional Centrex Features
1	Information only Mailbox - 1 Min. Box	\$2.26 /mo.	Additional Legacy Voicemail options

1	Information only Mailbox - 3 Min. Box	\$3.96 /mo.	Additional Legacy Voicemail options
1	Information only Mailbox - 1 Min. Box w/ reply (120 Messages Max.)	\$11.31 /mo.	Additional Legacy Voicemail options
1	Information only Mailbox - 1 Min. Box w/ reply (40 Messages Max.)	\$5.66 /mo.	Additional Legacy Voicemail options
1	Information only Mailbox - 3 Min. Box w/ reply (120 Messages Max.)	\$16.97 /mo.	Additional Legacy Voicemail options
1	Information only Mailbox - 3 Min. Box w/ reply (40 Messages Max.)	\$8.49 /mo.	Additional Legacy Voicemail options
1	Relocation of a Line	\$55.00 /request	Phone line Relocation Charge
1	**Hosted PBX Components (Req. Appropriately sized CES circuit and dedicated EVC, FUSF & NH E911 surcharges apply)**		These Rates are for Hosted IP PBX Services and are new technologies. The items in this table are individual elements that make up specific solutions. Delivery of these services are over a Carrier Ethernet Circuit with a Priority EVC procured from the State Carrier Ethernet contract
1	Seat License - Advantage	\$7.95 /mo.	Seat License for Hosted IP PBX
1	Seat License - Advantage Plus	\$15.95 /mo.	Seat License for Hosted IP PBX
1	Seat License - Advantage Prem	\$23.95 /mo.	Seat License for Hosted IP PBX
1	Seat License - Advantage Mobile	\$20.95 /mo.	Seat License for Hosted IP PBX
1	Seat License - Advantage Virtual	\$4.95 /mo.	Seat License for Hosted IP PBX
1	Netvanta 1234 PoE , 24 Port Switch	\$38.50 /mo.	Power Over Ethernet Switch for HPBX Solution
1	Netvanta 1238 PoE , 48 Port Switch	\$48.00 /mo.	Power Over Ethernet Switch for HPBX Solution
1	Netvanta 3430 Basic	\$39.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3430 Enhanced	\$59.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3430 SBC - 100 Sessions	\$59.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3430 SBC - 50 Sessions	\$49.00 /mo.	IP Gateway/Router for HPBX Solution

1	Netvanta 3448 Basic	\$47.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3448 Enhanced	\$76.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3448 SBC - 100 Sessions	\$79.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3448 SBC - 50 Sessions	\$69.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 3458 Enhanced	\$80.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 4430 Basic	\$63.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 4430 Enhanced	\$98.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 4430 SBC - 100 Sessions	\$98.00 /mo.	IP Gateway/Router for HPBX Solution
1	Netvanta 6240/60 DSPs	\$65.00 /mo.	IP Gateway/Router for HPBX Solution
1	IP Derived Analog FXS Line Port	\$9.95 /mo.	FXS port option for Gateway or Analog Terminal Adapter (ATA) supported lines for HPBX
1	IP Derived Analog FXS Line Port-NRC/Port	\$10.00 /nrc	FXS port option for Gateway for HPBX
1	Business Group Setup Provisioning / BG	\$250.00 /nrc	Onetime Business group setup fee applies per business group.
1	Managed Gateway Services-NRC/SITE	\$200.00 /nrc	Onetime Gateway Setup
1	Aastra Premium Plus Desk Phone - 6737i	\$5.00 /mo.	IP Phone/Accessories for HPBX
1	Aastra Advanced Desk Phone - 6757i	\$4.50 /mo.	IP Phone/Accessories for HPBX
1	Polycom Standard Desk Phone - SP550	\$5.00 /mo.	IP Phone/Accessories for HPBX
1	Polycom Standard Desk Phone - SP560	\$8.00 /mo.	IP Phone/Accessories for HPBX
1	Polycom Standard Desk Phone - SP650	\$6.00 /mo.	IP Phone/Accessories for HPBX
1	Polycom Standard Desk Phone - SP670	\$11.00 /mo.	IP Phone/Accessories for HPBX
1	Voice Operator Panel - Receptionist App	\$10.00 /mo.	IP Phone/Accessories for HPBX
1	Optional phone set power supply	\$1.00 /mo.	IP Phone/Accessories for HPBX
1	Aastra Receptionist Side Car for 6737i, 6757i, 6739i, 6755i	\$6.00 /mo.	IP Phone/Accessories for HPBX

1	Polycom Receptionist Side Car for SP650	\$5.00 /mo.	IP Phone/Accessories for HPBX
1	Polycom Receptionist Side Car for SP670	\$6.00 /mo.	IP Phone/Accessories for HPBX
1	Polycom Conference Phone - IP6000	\$11.00 /mo.	IP Phone/Accessories for HPBX
1	Easy Attendant	\$12.99 /mo.	Virtual Auto Attendant for HPBX
1	Premium Attendant	\$24.99 /mo.	Premium Virtual Auto Attendant HPBX
1	Optional INFO ONLY MAILBOX	\$2.00 /mo.	Informational only Voicemail on HPBX
1	Commportal Communicator for PC	\$5.00 /mo.	PC Softphone client/Plus Prem/Mobile ONLY
1	Accession Communicator for Mobile	\$3.00 /mo.	Tablet/Smartphone Softphone Client . Plus/Prem/Mobile ONLY
1	Optional Incoming Call Manager - BUS ADV PLUS ONLY	\$1.00 /mo.	Call Handling option for HPBX
1	Premium Onsite Training/Site	\$250.00 /session	On-Site End User Training
1	ADVT-500 Min Block-Addl Min @\$.035	\$14.50 /mo.	Hosted PBX Usage blocks
1	ADVT-1000 Min Block-Addl Min @\$.034	\$28.00 /mo.	Hosted PBX Usage blocks
1	ADVT-2500 Min Block-Addl Min @\$.032	\$65.00 /mo.	Hosted PBX Usage blocks
1	ADVT-5000 Min Block-Addl Min @\$.031	\$125.00 /mo.	Hosted PBX Usage blocks
1	ADVT-7500 Min Block-Addl Min @\$.03	\$180.00 /mo.	Hosted PBX Usage blocks
1	ADVT-10000 Min Block-Addl Min @\$.029	\$230.00 /mo.	Hosted PBX Usage blocks
1	ADVT-50000 Min Block-Addl Min @\$.026	\$1000.00 /mo.	Hosted PBX Usage blocks

SERVICE GROUP	SERVICE ITEM	PRICE	Description
3	Individual SIP Trunk w/ Unlimited Calling - (Requires CES circuit with dedicated EVC for VoIP, FUSF & NH E911 surcharges apply)	\$6.50/trunk	SIP Trunking is normally sold as an Access circuit (CES) plus the required number of concurrent SIP call paths the customer would need at BUSY HOUR.

SERVICE GROUP	SERVICE ITEM	PRICE	Description
4	Device Setup Fee*	\$75.00	
	On-site Managed Device Installation*	\$200.00	
	*Only applies to new service locations requested after initial cutover		
	Managed Device for Non-Ethernet Interface Circuit	\$89.00 /ea. per Month	

SERVICE GROUP	SERVICE ITEM	PRICE	Description
5	Starter - 768K/128K	\$25.99	ADLS Technology
5	Broadband - Up to 1.5M/384K	\$28.99	ADLS Technology
5	Standard - Up to 3M/768K	\$33.99	ADLS Technology
5	Premium - Up to 7M/768K	\$43.99	ADLS Technology
5	Ultra - Up to 15M/1M	\$53.99	ADLS Technology
5	Broadband Static - Up to 1.5M/384K	\$38.99	ADLS Technology with Static Address
5	Standard Static - Up to 3M/768K	\$43.99	ADLS Technology with Static Address
5	Premium Static - Up to 7M/768K	\$53.99	ADLS Technology with Static Address
5	Ultra Static - Up to 15M/1M	\$63.99	ADLS Technology with Static Address
5	Business FAST (Dynamic IP) - 5/2	\$44.99	Fiber Optic Technology
5	Business FAST (Dynamic IP) - 15/2	\$54.99	Fiber Optic Technology
5	Business FAST (Dynamic IP) - 15/15	\$69.99	Fiber Optic Technology
5	Business FAST (Dynamic IP) - 30/15	\$84.99	Fiber Optic Technology
5	Business FAST (Static IP) - 15/2	\$64.99	Fiber Optic Technology with Static Address
5	Business FAST (Static IP) - 15/15	\$79.99	Fiber Optic Technology with Static Address
5	Business FAST (Static IP) - 30/15	\$94.99	Fiber Optic Technology with Static Address
5	Dry Loop for install where no line exists	\$5.00	Dry loop for ADSL, where a phone line does not exist.

SERVICE GROUP	SERVICE ITEM	PRICE	Description
5	ADSL2+ Bonded- Standard - Up to 3M/768K	\$33.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Premium - Up to 7M/768K	\$43.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Ultra - Up to 10M/1M	\$48.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Ultra Plus - Up to 20M/1.5M	\$63.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Ultra Plus - Up to 25M/2M	\$73.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Static Standard - Up to 3M/768K	\$43.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Premium - Up to 7M/768K	\$53.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Ultra - Up to 10M/1M	\$58.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Ultra Plus - Up to 20M/1.5M	\$73.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Ultra Plus - Up to 25M/2M	\$83.99	Bonded ADSL Technology with Static Address
5	Business Broadband Service Suspend	\$5.00	Suspension of Broadband service
5	Broadband Elite (BBE, SHDLS) 5M	\$79.99	ESHDL Ethernet technology
5	Broadband Elite (BBE, SHDLS) 10M	\$149.95	ESHDL Ethernet technology
5	Broadband Elite (BBE, SHDLS) 20M	\$225.99	ESHDL Ethernet technology
ALL	Any service or feature not specifically detailed in this table may be procured at prevailing rates.		

INVOICE

Reports and Invoices

If a cost or record report as defined within this section and the following paragraphs are not received within 90 days of the required due date, the State reserves the right to pursue any and all remedies as set forth in the Agreement. A failure in accordance with this section shall not constitute an Event of Default as defined in Section 8 of the Agreement of Terms and Conditions unless, in the State's sole judgment, the failure materially impacts the services required by the Contract and the Contractor is

provided written notification as defined in Section 8 of the Agreement of Terms and Conditions and provided an opportunity to cure.

Format

All reports and invoices must be provided in two formats, electronic CD computer media or downloadable web based files and paper summary. The Contractor must provide samples of CD and/or downloadable files and paper invoices and reports with their response.

CD Media

Monthly billing on computer CD format with all files in Open DataBase Compliant (ODBC) non-restricted ASCII files. Bills shall include any and all costs, itemized per line or circuit. Service record definitions must be included in the record for each telephone line. The State shall provide a preferred record format. Circuit costs must be accurately listed including fixed call costs.

Paper

Itemized detailed paper printed invoice, sorted in sequential order of telephone number per account, inclusive of all information presented on CD media.

Administration

The Contractor shall assign a dedicated financial representative to the State account that shall cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract.

The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of each job by State Telephone Service Request (TSR) number or State repair order number. Such shall be e-mailed to the State on a daily basis. 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).

Electronic Payments

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

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).

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.

Billing Period

All billing shall be inclusive of the first day of the calendar month through the last day of the calendar month, inclusive. Computerized bill detail CDs and complete billing information shall arrive at the State no later than the 20th of the month following the billing period.

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. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

Monthly Invoice Information

All monthly reports and invoices for Group 1 and Group 3 services must include detailed call records listing all voice call origination telephone numbers, voice calls billed to State office lines or accounts and data circuit origination and termination locations. Invoices must contain all information required for billing and bill-back of services. The following service/call records require information as listed below:

- **Direct Dial Calls;**

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

- **Directory Assistance;**

- Date of call including calendar month, day and year;
- Day of call by day of the week;
- Time of call based on a 24-hour clock;
- Originating telephone number;
- Terminating telephone number, number dialed;
- Cost of call in dollars and cents;
- Call type definition based set codes.

- **Feature Services**

- Any premium service, feature or otherwise, resulting in a charge.

Monthly Services Audit Report

The Contractor shall provide monthly reports, due by the 20th day of each month following the monthly service period, defining all services including circuit or telephone numbers, account numbers, service type, responsible State offices, physical location of circuit end points, programming, features, summary usage (toll costs), itemized monthly service costs inclusive of voice mail or features, and other peripheral uses.

Invoice and Report Delivery

Invoices and reports shall be forwarded per the main billing (account) number for each service location. Individual offices at such locations shall be responsible for payment to Contractor. In some cases, multiple accounts may be delivered in a master summary account for a single State agency. Detailed invoices for Group 1 replacement Centrex telephone services and Group 3 services shall be forwarded to the Bureau of Statewide Telecommunications for distribution by the State. The complete address is:

Department of Safety
Bureau of Statewide Telecommunications
Room 210A
33 Hazen Drive
Concord, NH 03301

Invoice Delivery Timeframe

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

Contractor Incurred Charges

Only Contractor invoiced charges shall be paid by the State.

Fixed Charges

The Contractor shall not invoice the State for any new or additional charges (recurring or non-recurring) other than those costs listed in the Contract. The State shall not be assessed taxes for which it is not exempt, additional monthly fees not agreed upon or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies must be listed with contracted charges herein. An exception shall be made for Universal Service Fees as noted in Exhibit B. Such fees must be clearly labeled by the Contractor and provided as a separate line item of the invoice. Detailed voice call records shall be provided to the State on CD computer files. No additional charges beyond those quoted above shall apply. No per record, CD or otherwise charges shall apply.

Billing of Past Charges

Contractor shall not hold the State liable for charges beyond 90 days from date of service if service invoices and/or related reports are not delivered in a manner and timeframe defined within this RFP. The State shall not be held liable for past due charges, and the Contractor shall not assess additional charges for bills past due.

Billing shall not be considered complete until all reports and invoices as within are provided for the respective billing month. All payments for the associated service shall be held until these requirements are met.

Single State/Multiple Service Location Billing

The Contractor must provide an individual itemization for each specific service installed in each location. Contractor shall be responsible to contact each billing entity to determine proper bill delivery. Multiple service locations may be consolidated on one bill if requested by the State office contact. Bills must be consolidated and summarized in a single package including all services for a billing address, delivered as a single package, in one delivery per month.

No disconnection charges shall be assessed for any service.

All data service costs shall be at full circuit bandwidth. No additional costs shall be charged on the basis of throughput in pulses per second or similar measure.

Installation of any cable or facilities for data services within 150 linear feet of existing demarks or building penetrations (whichever is longer) shall be included in the installation price; provided, however, this inclusion of this additional service at no charge is conditioned upon the assumption that no construction is required and that existing facilities and buildings are equipped to handle such extensions without the need for non-standard communications work to be performed.

It is recognized that calling charges for calls outside of North America may not be in control of the Vendor. Calling charges (toll, operator assistance, etc.) for calls made outside of North America shall be the lowest costs charged by the Vendor to any of their customers.

One LEC directory listing per telephone number shall be provided when directed by the State, at no charge to the State. Additional listings may be invoiced as noted within.

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

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.

EXHIBIT C

SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and".
2. Delete Paragraph 14.3 and substitute the following: The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insured to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.
3. Add a Section 9.4 to Form P-37 as follows: 9.4 Contractor Intellectual Property. Notwithstanding the foregoing, Contractor shall retain all right, title and interest in and to all Contractor Intellectual Property. "Contractor Intellectual Property" means (whether created by it or its contractors, agents, or representatives) any intellectual property, design, method, discovery, work product, trade secret, process, procedure, invention, method, technique, algorithm, device, know-how, software, whether or not reduced to writing, tangible or intangible, that is owned or created by Contractor and contained in or necessary for the use of the services that Contractor is required to deliver to the State under this Contract and/or that is created during the process of delivering services or its other business practices. Should the State require a license for the use of Contractor Intellectual Property in connection with the use of the Services the Contractor shall grant the State an irrevocable, terminable, perpetual, non-exclusive royalty-free license for such use during the term of this Contract. The State shall not directly or indirectly reverse engineer, decompile, disassemble or copy Contractor Intellectual Property. The State agrees to reasonably cooperate with any required actions reasonably requested to vest, transfer or convey ownership in any Contractor Intellectual Property in or to Contractor. For the avoidance of doubt, any tangible materials delivered as part of the services will be owned by the State or a perpetual license will be provided, as applicable, but this shall in no way transfer any right, title or interest in Contractor Intellectual Property to the State.
4. Add a Section 8.3 [PAR 2]. Force Majeure to Form P-37 that reads: Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without the fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather. Within a reasonable amount of time from the occurrence of such event the

Contractor shall initiate disaster recovery and/or backup procedures to provide alternate services to the extent reasonably practicable. The State shall provide Contractor with a list of State agency telephone and data circuits that require priority restoration services.

5. There are no other special provisions of this contract.

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of December, A.D. 2014

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

William M. Gardner
Secretary of State

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

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

AUTHORIZATION OF SIGNATORIES

WHEREAS, the Board of Directors has the discretion to manage, control and make decisions affecting the business and affairs of the Company and to take actions as it deems necessary or appropriate to accomplish the purposes of the Company; and

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

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

Shirley J. Linn
Ajay Sabherwal
Paul H. Sunu
Anthony A. Tomae

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

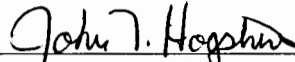
FURTHER ACTIONS

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

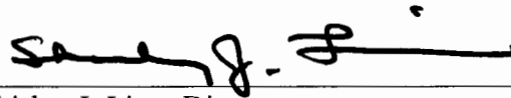
RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

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

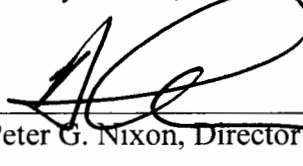
IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 18th day of November 2014.



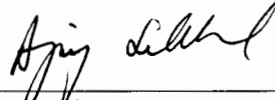
John T. Hogshire, Director



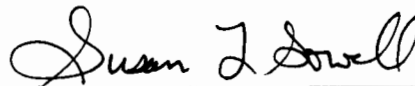
Shirley J. Linn, Director



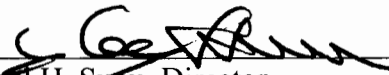
Peter G. Nixon, Director



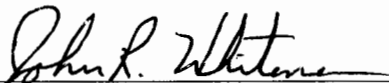
Ajay Sabherwal, Director



Susan L. Sowell, Director



Paul H. Sanu, Director



John R. Whitener, Director



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/23/2014

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

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

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

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570055643913 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			XSLG27333618 SIR applies per policy terms & conditions	03/31/2014	03/31/2015	EACH OCCURRENCE	\$1,750,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,750,000
							GENERAL AGGREGATE	\$3,750,000
							PRODUCTS - COMP/OP AGG	\$3,750,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			L4031479547 SIR applies per policy terms & conditions	03/31/2014	03/31/2015	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WLRC47887914	03/31/2014	03/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 \$1,000,000 \$1,000,000 \$1,000,000

Certificate No : 570055643913

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

CERTIFICATE HOLDER**CANCELLATION**

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

DATE (MM/DD/YYYY)
10/23/2014

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

AGENCY Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, suite 400 Charlotte NC 28204 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY AIG Europe Limited	
FAX (A/C No): (800) 363-0105	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 570000052615				
INSURED Northern New England Telephone Operations LLC & Fairpoint Communications 521 E Morehead Street Charlotte NC 28202-2695 USA		LOAN NUMBER	POLICY NUMBER WB1400905	
		EFFECTIVE DATE 07/01/2014	EXPIRATION DATE 07/01/2015	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

Holder Identifier :
Certificate No : 570055644360

PROPERTY INFORMATION

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

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage Blkt Real & Personal	\$ 50,000,000	\$ 500,000
Earth Movement - Agg	Included	\$ 500,000
Flood - Aggregate	Included	500,000

REMARKS (Including Special Conditions)

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS State of New Hampshire Administrative Services State House Annex, Room 102 25 Capitol Street Concord NH 03301 USA	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE <i>Aon Risk Services South Inc.</i>		



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Northern New England Telephone	
POLICY NUMBER See Certificate Number: 570055644360			
CARRIER See Certificate Number: 570055644360	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 27 FORM TITLE: Evidence of Property Insurance

Carrier Participation

Primary \$50,000,000 Layer Participation:
 All Risk including Flood, Earthquake and Boiler & Machinery. Excludes CA Earthquake.
 AIG Europe Limited - WB1400905 44%
 Allied world Assurance Co. -030571251A 6.5%
 Ironshore Specialty insurance Co. - 000537505 10%
 XL Insurance America, Inc. - US00065536PR14A 9.5%
 Axis Surplus Insurance Company - ENG76820614 10%
 Ace American Insurance Company CXD37399383003 20%
 Total: 100.00%