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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

October 1, 2015

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

Sole Source

Requested Action

Pursuant to RSA 106-H:6, III, authorize Department of Safety, Division of Emergency Services and Communications (9-1-1) to amend a **sole source** contract with Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE (formerly Verizon New England, Inc.), Manchester, NH, for a period not to exceed six months, from October 12, 2015 through April 11, 2016, in an amount not to exceed \$272,250.00 to provide continuity of telephone and network services for Enhanced 9-1-1 system ("Network"). This contract was originally approved by Governor and Council on November 15, 2006, Item#153, and last approved on October 1, 2014, Item #50 to extend the contract end date from October 11, 2014 to October 11, 2015. Effective upon Governor and Council through April 11, 2016. Funding Source: 100% Agency Income.

Funds are available in the SFY16 operating budget as follows:

02-23-23-236510-13960000 Dept. of Safety – Emergency Communications – Network	<u>SFY2016</u>
039-500188 Telecommunication-Telecommunications Voice	\$272,250.00
23ADM1396	

Explanation

This contract amendment is **sole source** because FairPoint has been performing this service to date. This amendment is necessary in order to provide uninterrupted 9-1-1 services until such time as the new 9-1-1 network is built and the telecommunication service providers can interconnect at the newly designated demarcation points. This amendment to extend the existing contract, for a period not to exceed six months, will ensure the continuity of network services supporting New Hampshire's Enhanced 9-1-1 System during the timeframe in which the new vendor installs and implements the next generation network services. The Department of Safety, Division of Emergency Services and Communications has awarded a contract, via the Request for Proposal (RFP) process, for the installation and full implementation of the new 9-1-1 network to INdigital Telecom; this contract is currently before the Governor and Council for approval.

The original agreement with FairPoint was approved by Governor and Council on November 15, 2006, Item#153. The first option to extend for one-year contract was approved by the Governor and Council on September 28, 2011, Item #123, effective October 11, 2011 through October 2012. The second option to extend for a one-year contract was approved by the Governor and Council on August 8, 2012, Item #126, effective October 11, 2012 through October 11, 2013. The Contract was amended and approved by Governor and Council on October 2, 2013, Item #74, to allow for two additional one year extension periods. The last option of the extension period (from October 11, 2014 through October 11, 2015) was authorized and approved by Governor and Council on October 1, 2014, Item #50.

Respectfully submitted,

John J. Barthelmes
John J. Barthelmes
Commissioner of Safety

FairPoint Communications NNE

Contract Amendment

The State of New Hampshire and Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (successor to Verizon New England, Inc.), Manchester, New Hampshire 03101 (VC#177621-B001) mutually amend its contract, as amended in section A2.3 Service Period of the original agreement approved by Governor and Executive Council on November 15, 2006, Item #153. The first option to extend for one-year contract was approved by the Governor and Council on September 28, 2011, Item #123, effective October 11, 2011 through October 2012. The second option to extend for a one-year contract was approved by the Governor and Council on August 8, 2012, Item #126, effective October 11, 2012 through October 11, 2013. The Contract was amended and approved by Governor and Council on October 2, 2013, Item #74, to allow for two additional one year extension periods. The last option of the extension period (from October 11, 2014 through October 11, 2015) was authorized and approved by Governor and Council on October 1, 2014, Item #50.

1. Payment schedule for October 11, 2015 through April 11, 2016

<u>Product:</u>	<u>Monthly fee:</u>	<u>Contract Total Not to Exceed :</u>
Telephone Network Services to E-911	\$44,550.00*	\$272,250.00

*Discounted price is based on a six month contract extension. If contract extension is less than a six month period, the monthly fee is \$54,450.00 per month.

2. All other terms and conditions of the original agreement remain in full force and effect unless otherwise amended herein.

Acknowledged by: Shirley J. F., Exec. VP 10-1-15
Northern New England Telephone Operations, LLC Date

Acknowledged by: [Signature] 10/2/15
Department of Safety Date

Approved by the Department of Justice as to form, substance and execution:

By: [Signature] 10/2/15
Date

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Secretary of State: _____

[Handwritten Signature]

Exhibit A

Scope of Services

FairPoint Communications

There are no changes in the scope of services, terms and conditions of the original agreement (other than the Service Period - section A2.3 and payment – Exhibit B) made with Verizon New England, Inc., approved by Governor and Council on November 15, 2006, Item #153, or the subsequent Agreement Extensions approved by Governor and Council on September 28, 2011, Item #123; August 8, 2012, Item #126; October 2, 2013, Item #74; and, October 1, 2014, Item #50, respectively.

Amend A 2.3 Service Period:

The service period of this agreement is five years from the date of Governor and Council approval. This agreement may be extended for four additional one-year periods; thereafter, the agreement may be extended month to month at the State's sole option, for a period not to exceed six months ("Extension Periods"), for payment as specified in Exhibit B, Payment Terms, and on the same terms specified herein.

Date: 10-1-15

Initials sgf

Exhibit B

Payment Terms

FairPoint Communications

The current contract is set to expire October 11, 2015. Upon execution of this extension the contract will expire no later than April 11, 2016. In exchange for the execution of this contract extension, FairPoint will provide continuity of services at the following rate:

Current Monthly Rate:	\$49,500.71
Monthly Rate Reduction:	\$4,950.71
New Monthly Rate:	\$44,550.00*

*New Monthly rate is conditioned upon a full six month extension. Should the month to month extension be less than a six month period, the monthly rate for the extension period shall be recalculated at a rate of \$54,450.00 per month for the full extension period. At the end of the extension period, if less than six months, FairPoint shall submit a bill for the difference between the month to month rate and the discounted rate for the number of months of this extension period.

Funding Source: 100% Agency income as allocated in the following:

02-23-23-236510-13960000 – Dept. of Safety – Emergency Communications – Network
039-500188-23ADM1396 Telecommunications Voice

Date: 10-1-15

Initials: sgf

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northern New England Telephone Operations LLC a(n) Delaware limited liability company registered to do business in New Hampshire on March 27, 2007. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of October, A.D. 2015

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

William M. Gardner
Secretary of State

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

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

AUTHORIZATION OF SIGNATORIES

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

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

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

Shirley J. Linn
Anthony A. Tomae

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

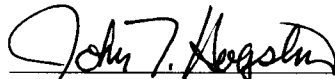
FURTHER ACTIONS

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


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

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

IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 1st day of October, 2015.



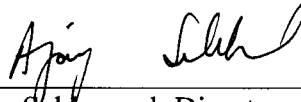
John T. Hogshire, Director



Shirley J. Linn, Director



Peter G. Nixon, Director



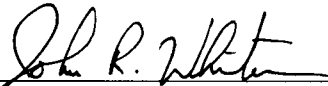
Ajay Sabherwal, Director



Susan L. Sowell, Director



Paul H. Sunu, Director



John R. Whitener, Director

ESCM-E911-08-2014-02



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

GC# 50

10-01-2014

September 15, 2014

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

Requested Action

Pursuant to RSA 106-H:6 III, authorize the Department of Safety, Division of Emergency Services and Communications (DESC) to exercise an option to renew a one-year contract extension with Northern New England Telephone Operations, LLC d/b/a FairPoint Communications, NNE (formerly Verizon New England, Inc.), Manchester, New Hampshire 03101, (VC# 177621-B001) approved by Governor and Council on October 2, 2013, item #74, in an amount not to exceed \$594,008.52 to provide telephone network services for the Enhanced 9-1-1 system ("Network") effective upon Governor and Executive Council approval from October 11, 2014 through October 11, 2015. Funding source: 100% Agency Income.

Funds are available in the SFY 2015 operating budget as follows and contingent upon availability and continued appropriations in SFY 2016 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-13960000	Dept. of Safety – Emergency Communications – Network		
039-500188	Telecommunications Voice	<u>SYF2015</u>	<u>SYF2016</u>
		\$445,506.39	\$148,502.13
			<u>TOTAL</u>
			\$594,008.52

Explanation

The services provided under this contract continue to be a critical component of the DESC's redundancy and survivability plans and have been carefully engineered to ensure 9-1-1 calls are delivered under all conditions, including, but not limited to, periods of technological outages, natural disaster events, and heavy usage. Since the existing system is nearing its end-of-life status in addition to the need to handle the emerging NG9-1-1 standards, the Department does not intend to request any subsequent extensions of this contract. This final contract extension will afford the time to produce an RFP, targeted for the fall of 2014; evaluate resulting responses; and implement the winning solution before the fall of 2015. A Request for Information (RFI) was sent out to 46 vendors on March 21, 2014, requesting information regarding any systems that vendors deem to have a competitive advantage or systems that are required to integrate with the customer premise equipment (CPE) or network being proposed, along with the estimated pricing of these systems. Eleven vendors responded with information by the April 30, 2014, deadline. The RFP is currently being prepared.

This final one-year extension also allows time for more Federal Communications Commission and industry standardization of the technologies to be utilized, which will ensure the next system implemented will be steps closer to a full NG9-1-1 system and done in a fashion to afford flexibility to accommodate future technologies. The original contract with FairPoint Communications, NNE, was approved by the Governor and Executive Council on November 15, 2006, item #153. The first option to extend the contract for a one-year contract was approved by the Governor and Council on September 28, 2011, item #123, effective October 11, 2011 through October 11, 2012. The second option to extend for a one-year contract was approved by the Governor and Executive Council on August 8, 2012, item # 126, effective October 11, 2012 through October 11, 2013. With the understanding the Division would produce an RFP for contracted services, the DESC received Governor and Executive Council approval on October 2, 2013, item #74, to amend the original contract to include additional two one-year extensions, the first of which was exercised and effective October 11, 2013.

FairPoint Communications NNE

Agreement Extension

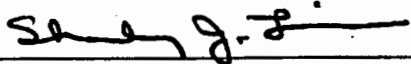
The State of New Hampshire is exercising its option to take a second one-year extension as indicated in the agreement with Northern New England Telephone Operations, LLC d/b/a FairPoint Communications, NNE, (successor to Verizon New England, Inc.), Manchester, NH 03101, (VC #177621-B001) as provided for in section A2.3 "Service Period" of the original agreement approved by Governor and Executive Council on November 15, 2006, item #153, as amended with approval by Governor and Executive Council on October 2, 2013, item #74. The first option to extend a one-year contract was approved by Governor and Executive Council on October 2, 2013, item #74, effective October 11, 2013 through October 11, 2014. This is the second option of two extension periods of one year each authorized by the amended contract and is effective from October 11, 2014 through October 11, 2015.

1. Payment schedule for October 11, 2014 through October 11, 2015

<u>Product:</u>	<u>Monthly Fee:</u>	<u>One-Year Total:</u>
Telephone Network	\$49,500.71	\$594,008.52

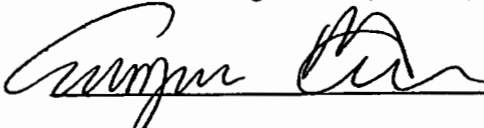
Services to E9-1-1

2. Total Agreement Extension not to exceed: \$594,008.52
3. All other terms and conditions of the original agreement remain in full force and effect unless otherwise amended herein.

Acknowledged by:  8-26-14

Shirley J. Linn, Executive VP and General Counsel
Northern New England Telephone Operations, LLC

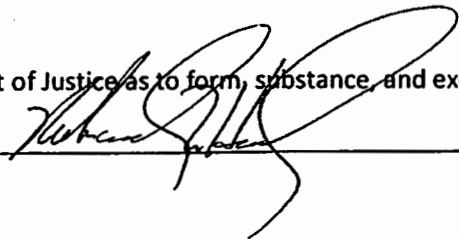
Date

Acknowledged by:  9/15/14

Department of Safety

Date

Approved by the Department of Justice as to form, substance, and execution:

By:  9/16/14

Date

Approved by the Governor and Executive Council:

By: _____

Date

Signature of the Deputy Secretary of State: _____

Date



State of New Hampshire

DEPARTMENT OF SAFETY
 OFFICE OF THE COMMISSIONER
 33 HAZEN DR. CONCORD, NH 03305
 603/271-2791

JOHN J. BARTHELMES
 COMMISSIONER

August 23, 2013

GAC # 74
10-02-2013

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

Requested Action

Pursuant to RSA 106-H:6 III, authorize the Department of Safety, Division of Emergency Services and Communications (E911) to enter into a sole source contract amendment with Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (formerly Verizon New England, Inc.), Manchester, New Hampshire 03101 (VC#177621-B001), in an amount not to exceed \$594,008.52, increasing the total contract amount from \$4,521,181.84 to \$5,115,190.36, and extending the end date from October 11, 2013, to October 11, 2014, to provide telephone network services for the Enhanced 9-1-1 system ("Network"). Effective upon Governor and Council approval from October 11, 2013, through October 11, 2014, with an option to renew from October 11, 2014, through October 11, 2015. Funding Source: 100% Agency Income.

Funds are available in the following account in SFY 2014:

02-23-23-236510-13960000 – Dept. of Safety – Emergency Communications – Network
 039-500188 Telecommunications Voice

SFY2014
 \$445,506.39

Funds are anticipated to be available in the SFY 2015 operating budget as follows:

02-23-23-236510-13960000- Dept. of Safety – Emergency Communications – Network
 039-500188 Telecommunications Voice

SFY2015
 \$148,502.13

Total
 \$594,008.52

Explanation


This contract is sole source because the services provided under this contract continue to be a critical component of the Division's redundancy and survivability plans and have been carefully engineered to ensure 9-1-1 calls are delivered under all conditions, including but not limited to periods of technological outages, natural disaster events, and heavy usage. The original contract was approved by the Governor and Council on November 15, 2006, Item #153. The first extension option was approved by the Governor and Council on September 28, 2011, Item #123. The second extension option was approved by the Governor and Council on August 8, 2012, item #126.

It is in the State's interest to maintain the existing network infrastructure supporting Enhanced 9-1-1 services with FairPoint Communications for the time period outlined above. In fair negotiations, FairPoint has agreed to reduce the rate of the previous contract by 5%, saving the State approximately \$70,000.00 over the two-year span of the recommended contract. Neither the current contracted FairPoint network nor the existing E9-1-1 system is designed to operate with Next Generation 9-1-1 (NG9-1-1) technologies. This is due to the rapidly evolving technological advances in communications and the way that requests or data will be delivered or received at 9-1-1 (text, pictures, video, and data). A more advanced system will be required to accommodate these methods. Unfortunately, over the span of the last two one-year contract extensions, the Federal Communications Commission and the industry have yet to determine definitively the standards and best practices that will be utilized to support NG9-1-1. One of the best recommended practices for implementing NG9-1-1 systems is to take a phased approach.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 23, 2013
Page 2 of 2

The Department believes this contract amendment will afford the time necessary to evaluate the best solutions available, allow for more Federal Communications Commission and industry standardization of the technologies to be utilized, and ensure that the next system implemented will be steps closer to a full NG9-1-1 system done in a fashion to afford flexibility to accommodate the future technologies. It is E9-1-1's intent to issue within the next two years a Request for Proposal (RFP) for a new 9-1-1 technology system, including the Network, as the existing system is nearing its end-of life status in addition to the imminent need to handle the emerging NG9-1-1 standards.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

FairPoint Communications

Contract Amendment

The State of New Hampshire and Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (successor to Verizon New England, Inc), Manchester, New Hampshire 03101, (VC#177621-B001) mutually amend its contract, as amended in section A2.3 Service Period of the original agreement approved by Governor and Executive Council on November 15, 2006, Item #153. The first option to extend for a one-year contract was approved by the Governor and Council on September 28, 2011, Item #123, effective October 11, 2011 through October 11, 2012. The second option to extend for a one-year contract was approved by the Governor and Council August 8, 2012, item #126, effective October 11, 2012 through October 11, 2013. A third, one-year extension is mutually desired and will be effective upon Governor and Council approval and ratification via duly-authorized State and FairPoint Communications signatures to be in force from October 11, 2013 through October 11, 2014 with the possibility of one, additional, one-year extension from October 11, 2014 through October 11, 2015, at the State's option. A total of four one-year extensions are available as part of this contract, as amended in section A2.3 Service Period.

1. Payment schedule for October 11, 2013 through October 12, 2014

<u>Product:</u>	<u>Monthly fee</u>	<u>Extension #3 yearly total</u>
Telephone Network Services to E-911	\$49,500.71*	\$594,008.52*

2. Total Agreement Extensions (10/11/2013 to 10/11/2015) not to exceed*: \$1,188,017.04* if both (10/11/2013 to 10/11/2015) one-year extensions are exercised

*includes 5% rate reduction (see Exhibit B)

3. All other terms and conditions of the original agreement remain in full force and effect unless otherwise amended herein.

Acknowledged by: Samuel J. Finn, EVP 8-20-13
Northern New England Telephone Operations, LLC Date

Acknowledged by: [Signature] 9/3/13
Department of Safety Date

Approved by the Department of Justice as to form, substance and execution:

By: [Signature] 9/6/2013
Date

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Exhibit A

Scope of Services

FairPoint Communications

There are no changes in the scope of services, terms and conditions of the original agreement (other than the Service Period—section A2.3 and payment—Exhibit B) made with Verizon New England, Inc., approved by Governor and Council on November 15, 2006, Item #153, or the first and second Agreement Extensions approved by Governor and Council on September 28, 2011, Item #123 and August 8, 2012, item #126, respectively.

Amend A2.3 Service Period

The service period of this agreement is five years from the date of Governor and Council approval. This agreement may be extended for four additional one-year periods ("Extension Periods"), for payment as specified in Exhibit B, Payment Terms, and on the same terms specified herein on notice by the NHBEC of its intention to exercise its option at least 60 days prior to the termination of the current term. Not later than eighteen (18) months prior to the end of the contract period and any Extension Periods the parties shall meet to discuss entering into a new contract or the Bureau shall put this contract out for bid.

Date

8-20-13

Initials

SGJ

Exhibit B

Payment Terms

FairPoint Communications

The current contract is set to expire October 11, 2013. Upon execution of this extension, the contract will expire October 11, 2014 with the option of one additional one-year contract that would expire October 11, 2015. In exchange for the execution of this contract extension, FairPoint will lower the current rates by 5% effective 30 days from the Governor and Council approval of the amendment (saving the State approximately \$62,527 over the life of the contract).

Current Monthly Rate: \$52,106.01
5% Monthly Rate Reduction: \$2,605.30
New Monthly Rate: \$49,500.71

Funding Source: 100% Agency Income as allocated in the following:

	<u>SFY2014</u>
02-23-23-236510-13960000 – Dept. of Safety – Emergency Communications – Network	\$445,506.39
039-500188 Telecommunications Voice	

Funds are anticipated to be available in the SFY 2015 operating budget as follows:

	<u>SFY2015</u>
02-23-23-236510-13960000- Dept. of Safety – Emergency Communications – Network	\$594,008.52
039-500188 Telecommunications Voice	

Funds are anticipated to be available in the SFY 2016 operating budget as follows:

	<u>SFY2016</u>
02-23-23-236510-13960000- Dept. of Safety – Emergency Communications – Network	\$148,502.13
039-500188 Telecommunications Voice	

Total Not to Exceed
\$1,188,017.04

Date 8-20-13 Initials SGJ

Exhibit C

Special Provisions

FairPoint Communications

Both parties agree to amending section 14.1.1 of the P-37 "Insurance and Bond" to agree with the vendor's coverage currently in force for comprehensive general liability in the amount of one million seven hundred fifty thousand dollars and zero cents (\$1,750,000.00) for each occurrence and excess/umbrella liability of five million dollars and zero cents (\$5,000,000.00) for each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

There are no other special provisions.

Date 8-20-13 Initials JRC

ESCM - E911 - 03 - 2012 - 02



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

8/8/12
ATC # 126

JOHN J. BARTHELMES
COMMISSIONER

June 14, 2012

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

Requested Action

Pursuant to RSA 106-H:6 III, authorize the Department of Safety, Division of Emergency Services and Communications (E911) to enter into a second one-year contract extension with Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (formerly Verizon New England, Inc), Manchester, New Hampshire 03101, (VC#177621-B001), in an amount not to exceed \$625,272.12 to provide telephone network services for the Enhanced 9-1-1 system. The original contract with FairPoint Communications, NNE was approved by the Governor and Council on November 15, 2006, Item #153. The first option to extend a one-year contract was approved by the Governor and Council on September 28, 2011, Item #123, effective October 11, 2011 through October 11, 2012. Effective upon Governor and Council approval from October 11, 2012 through October 11, 2013. Funding Source: 100% Agency Income.

Funds are available in the following account in SFY 2013:

02-23-23-236510-13960000 – Dept. of Safety – Emergency Communications – Network	<u>SFY2013</u>
020-500215 Telecomm Primarily Voice	\$468,954.09

Funds are anticipated to be available in the SFY 2014 operating budget as follows:

02-23-23-236510-13960000- Dept. of Safety – Emergency Communications – Network	<u>SFY2014</u>	
039-500188 Telecommunications Voice	\$156,318.03	
		<u>Total</u>
		\$625,272.12

Explanation

The services provided under this contract continue to be a critical component of the Division's redundancy and survivability plans and have been carefully engineered to ensure 9-1-1 calls are delivered under all conditions, including but not limited to periods of technological outages, natural disaster events, and heavy usage.

It is in the State's interest to take the option of a second one-year extension period as available under section A2.3 in the original contract. Negotiating an additional new single year contract with FairPoint will be far more costly than exercising the existing extension option. Due to the rapidly evolving technological advances in the way that requests to 9-1-1 (text, pictures, video, and data) are emerging, a next generation 9-1-1 system and network will be required to accommodate these methods. Neither the current FairPoint network, nor the existing 911 system, is designed to operate with next generation 9-1-1 (NG9-1-1) technologies. As there are plans to migrate to a next generation system in the near future, establishing another multi-year contract with FairPoint using legacy technologies would be highly restrictive in implementing any next generation 9-1-1 systems. Depending on what progress the Federal Communications Commission makes in setting standards for NG911, a process will be put in place to bid out the next contract to include emerging technologies.

Respectfully submitted,

John J. Barthelmes
Commissioner of Safety

FairPoint Communications

Agreement Extension

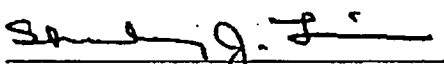
The State of New Hampshire is exercising its option to take a second one-year extension as indicated in the agreement with Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (successor to Verizon New England, Inc), Manchester, New Hampshire 03101, (VC#177621-B001) as provided for in section A2.3 Service Period of the original agreement approved by Governor and Executive Council on November 15, 2006, Item #153. The first option to extend a one-year contract was approved by Governor and Executive Council on September 28, 2011, Item #123, effective October 11, 2011 through October 11, 2012. This is the second option of two extension periods of one year each as authorized by the original contract.


1. Payment schedule for October 11, 2012 through October 12, 2013

<u>Product:</u>	<u>Monthly fee</u>	<u>1 year total</u>
Telephone Network Services to E-911	\$52,106.01	\$625,272.12

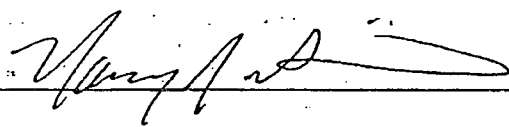
2. Total Agreement Extension not to exceed \$625,272.12

3. All other terms and conditions of the original agreement remain in full force and effect unless otherwise amended herein.

Acknowledged by: , Exec. V.P. 6-25-12
Northern New England Telephone Operations LLC Date
Date

Acknowledged by:  7-5-12
Department of Safety Date

Approved by the Department of Justice as to form, substance and execution:

By:  7/25/2012
Date

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Exhibits A & B

FairPoint Communications

There are no changes in terms and conditions of the original agreement made with Verizon New England, Inc. approved by Governor and Council on November 15, 2006, Item #153 and the first Agreement Extension approved by Governor and Council on September 28, 2011, Item #123.

Date 6-25-12

Initials SGJ

Exhibit C

FairPoint Communications

Special Provisions

Both parties agree to amending section 14.1.1 of the P-37 "Insurance and Bond" agree with the vendor's coverage currently in force for comprehensive general liability in the amount of \$1,750,000 each occurrence and excess/umbrella liability of \$5,000,000 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

There are no other special provisions.

Date 7-23-12 Initials SJF

N/C to Yott 9/15/11

G#C 9.28.11
#123

State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791



JOHN J. BARTHELMES
COMMISSIONER

September 7, 2011

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

Requested Action

Authorize the Department of Safety, Division of Emergency Services and Communications (E911) to enter into a contract extension with Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (formerly Verizon New England, Inc), Manchester, New Hampshire 03101, (VC#177621-B001), in an amount not to exceed \$625,272.12 to provide telephone network services for the Enhanced 9-1-1 system. The original contract with FairPoint Communications, NNE (successor to Verizon New England, Inc.) was approved by the Governor and Council on November 15, 2006, Item #153. Effective upon Governor & Council approval from October 11, 2011 through October 11, 2012. Funding Source: 100% Agency Income.

Funds are available in the following account:

02-23-23-236510-1396 – Dept. of Safety – Division of Emergency Services and Communications
020-500215

Telecomm.Primarily Voice

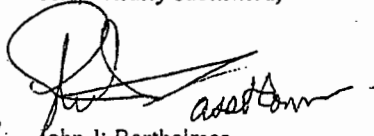
SFY2012	SFY2013	Total
\$468,954.09	\$156,318.03	\$625,272.12

Explanation

The services provided under this contract are a critical component of the Division's redundancy and survivability plans and have been carefully engineered to ensure 9-1-1 calls are delivered under all conditions, including but not limited to; periods of technological outages, natural disaster events, and heavy usage.

It is in the State's interest to take the one-year extension period as available under section A2.3 in the original contract. Negotiating a new single year contract with FairPoint will be far more costly than exercising the existing extension option. Due to the rapidly evolving technological advances in the way that requests to 9-1-1 (text, pictures, video, and data) are emerging, a next generation 9-1-1 system and network will be required to accommodate these methods. Neither the current FairPoint network, nor the existing 911 system, is designed to operate with next generation 9-1-1 (NG9-1-1) technologies. As there are plans to migrate to a next generation system in the near future, establishing another multi-year contract with FairPoint using legacy technologies would be highly restrictive in implementing any next generation 9-1-1 system. Depending on what progress the Federal Communications Commission makes in setting standards for NG91-1 a process will be put in place to go out to bid for the next contract to include emerging technologies.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

FairPoint Communications

Agreement Extension

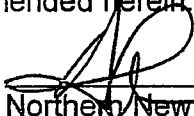
The State of New Hampshire is exercising its option to extend the agreement with Northern New England Telephone Operations LLC d/b/a FairPoint Communications, NNE, (successor to Verizon New England, Inc), Manchester, New Hampshire 03101, (VC#177621-B001) as provided for in section A2.3 Service Period of the original agreement approved by Governor and Executive Council on November 15, 2006, Item #153 for one additional extension period from October 11, 2011 through October 11, 2012. This is the first of two extension periods of one year each as authorized by the original contract.

1. Payment schedule for October 11, 2011 through October 12, 2012

<u>Product:</u>	<u>Monthly fee</u>	<u>1 year total</u>
Telephone Network Services to E-911	\$52,106.01	\$625,272.12

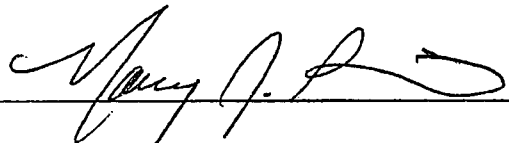
2. Total Agreement Extension not to exceed. \$625,272.12

3. All other terms and conditions of the original agreement remain in full force and effect unless otherwise amended herein.

Acknowledged by:  9/13/2011
Date Northern New England Telephone Operations LLC Date
Peter G. Nixon, Executive Vice President

Acknowledged by:  9/14/11
Date Department of Safety Date

Approved by the Department of Justice as to form, substance and execution:

By:  9/14/2011
Date

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Exhibits A & B

FairPoint Communications

There are no changes in terms and conditions of the original agreement made with Verizon New England, Inc. approved by Governor and Council on November 15, 2006, Item #153.

Date

9/13/2011

Initials

AK

Exhibit C

FairPoint Communications

Special Provisions

Both parties agree to amending section 14.1.1 of the P-37 "Insurance and Bond" agree with the vendor's coverage currently in force for comprehensive general liability in the amount of \$1,500,000 each occurrence and excess/umbrella liability of \$4,000,000 each occurrence. The combination of these coverages will give the State the coverage that is required by 14.1.1 of the P-37.

There are no other special provisions.

Date 9/13/2011 Initials AL

Sent to Donna
11/2/06
G+C 11-1506
#153



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

RICHARD M. FLYNN
COMMISSIONER

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

November 1, 2006

REQUESTED ACTION

Authorize the Department of Safety, Bureau of Emergency Communications (E-911) to enter into a five year, \$3,270,637.60 contract with Verizon New England, Inc., 900 Elm Street, Manchester, NH 03101, (VC # 91425) to provide telephone network services to E-911. This contract will be effective upon Governor and Council approval through October 11, 2011.

Funds are available as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Activity: 2365

Account No: 010-023-1395-094 – Bureau of Emergency Communications –
Network and Data Communications

Funding: 100% Other

<u>FY 2007</u>	<u>*FY 2008</u>	<u>*FY 2009</u>	<u>*FY 2010</u>	<u>*FY 2011</u>	<u>*FY 2012</u>
\$528,989.08	\$657,408.12	\$625,272.12	\$625,272.12	\$625,272.12	\$208,424.04

*2,106 x 12
+ 8034 x 4
52,106.01 x 12*

*Contingent upon the passing of the Biennial Budgets

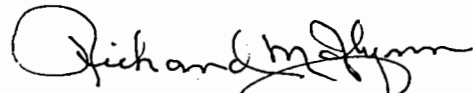
EXPLANATION

Verizon New England, Inc. and its predecessor companies, New England Telephone and Nynex, have provided the network services for the Enhanced 911 program in New Hampshire since its inception in 1992 and own the majority of the telephone communications infrastructure in the State. The E-911 Commission issued two RFP's prior to executing this contract, one in 2001, and a second in September 2003. Verizon was the sole responder to both of these RFP's.

This contract is the result of two years of negotiations with Verizon concerning both legal and cost issues. The result is that Verizon will maintain a stable price of \$52,106.01 per month for the network services over the next five years.

This contract also includes a one time charge totaling \$47,869.00 for connecting the E- 911 center to the network once the new Emergency Communications and Management Center, currently under construction and slated for occupancy later this year, is ready to assume operations. In addition, a cost of \$8,034.00 will be billed on a month to month basis for up to twelve months for trunking to connect Verizon Tandem switches to Independent Telephone Company Central Offices.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard M. Flynn". The signature is written in a cursive style with a large initial "R" and "F".

Richard M. Flynn
Commissioner of Safety

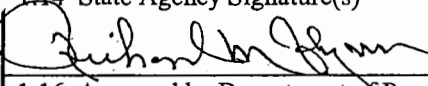
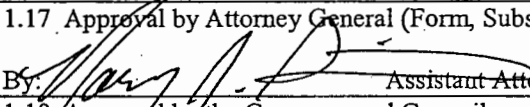
RMF/sab
G/C e-911 verizon 11-1-06

**Subject: Verizon Network Contract
AGREEMENT**

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name: Bureau Emergency Management and Communications – E911		1.2 State Agency Address : 33 Hazen Drive, Room 105 Concord, NH 03305	
1.3 Contractor Name : Verizon New England Inc.		1.4 Contractor Address 900 Elm Street, Manchester, NH 03101	
1.5 Account No.	1.6 Completion Date October 11, 2011	1.7 Audit Date	1.8 Price Limitation \$3,270,637.60
1.9 Contracting Officer for State Agency Bruce Cheney		1.10 State Agency Telephone Number 603-271-7911	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	
1.13 Acknowledgment: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name & Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s): Commissioner Richard Flynn	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)			
By: _____		Director, On: _____	
1.17 Approval by Attorney General (Form, Substance and Execution)			
By: 		Assistant Attorney General, On: 9/22/06	
1.18 Approval by the Governor and 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in Exhibit A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES.			
3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date")			
3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate 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 1.5 in the event funds in that account are reduced or unavailable.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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.

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 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 and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

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 ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in **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, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.

14. **INSURANCE AND BOND.**

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, both for the benefit of the State, 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 incident; and

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in **Exhibit C** hereto are incorporated as part of this Agreement.

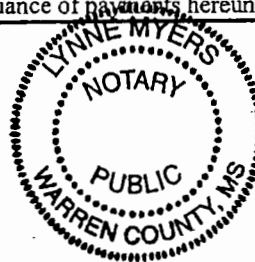
21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name: Bureau Emergency Management and Communications – E911		1.2 State Agency Address : 33 Hazen Drive, Room 105 Concord, NH 03305	
1.3 Contractor Name : Verizon New England Inc.		1.4 Contractor Address 900 Elm Street, Manchester, NH 03101	
1.5 Account No.	1.6 Completion Date October 11, 2011	1.7 Audit Date	1.8 Price Limitation \$3,270,637.60
1.9 Contracting Officer for State Agency Bruce Cheney		1.10 State Agency Telephone Number 603-271-7911	
1.11 Contractor Signature <i>Suleiman Hessami</i>		1.12 Name & Title of Contractor Signor <i>Suleiman Hessami, VP Pricing / Contract Mgmt</i>	
1.13 Acknowledgment: State of <u>Mississippi</u> , County of <u>Warren</u> On September 25, 2008 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Lynne Myers</i>			
1.13.2 Name & Title of Notary Public or Justice of the Peace <i>Lynne Myers</i>			
1.14 State Agency Signature(s)		1.15 Name/Title of State Agency Signor(s): Commissioner Richard Flynn	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____			
1.18 Approval by the Governor and 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 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in Exhibit A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date") 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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			



Notary Public State of Mississippi
At Large
My Commission Expires
April 24, 2010
BONDED THRU
HEIDEN, BROOKS & GARLAND, INC.

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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate 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 1.5 in the event funds in that account are reduced or unavailable.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

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 RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything 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 of these general provisions.

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.

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 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 and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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.

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 ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant 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; and

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; and

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

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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.

14. **INSURANCE AND BOND.**

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, both for the benefit of the State, 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 incident; and

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

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.

16. **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, above.

17. **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 Council of the State of New Hampshire.

18. **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.

19. **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.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this Agreement.

21. **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 – SERVICES

- A1. Definition of Terms:** The following definitions apply only to the extent used herein or to the extent relevant to the work performed under this contract and do not denote that the referenced terms are included in any service provided hereunder unless specified in the description of Service herein or otherwise required by applicable law. Although some of the terms below may have slightly different meanings in other outside documentation, the terms herein have been redefined to accurately describe the Services provided herein to NHBEC from Verizon New England Inc. ("Contractor").
- A1.1. Abandoned Call – A call placed to 9-1-1 in which the caller disconnects before the call can be answered by the Public Safety Answering Point (PSAP) attendant. However, there are no other references to Abandoned Calls within the context of this Agreement.
- A1.2. Alternate PSAP – (sometimes referred to as a Secondary PSAP) A PSAP planned to receive 9-1-1 calls when the primary PSAP is unable to do so.
- A1.3. Alternate Routing – The capability of routing 9-1-1 calls to a planned alternate location(s) if all 9-1-1 trunks to a primary PSAP are busy or out of service. May be activated upon request manually with software to the 9-1-1 Control Tandems, or automatically, if detectable, when 9-1-1 equipment fails or the PSAP itself is disabled.
- A1.4. ALI (Automatic Location Identification) – The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information. ALI is entirely a function of the CPE and the associated 9-1-1 database which is not provided under this Agreement. However, there are no other references to ALI within the context of this Agreement.
- A1.5. ANI (Automatic Number Identification) – Telephone number from which a call originates.
- A1.6. ANI/ALI Controller – A stand-alone Customer Premise Equipment ("CPE") component that provides the ANI decoding and function key control for 9-1-1 service. However, there are no other references to the ANI/ALI Controller within the context of this Agreement.
- A1.7. ASTM – American Society for Testing Materials, a non-profit industry-wide organization that publishes standards, methods of test, recommended practices, definitions and other related material. However, there are no other references to ASTM within the context of this Agreement.
- A1.8. Asynchronous Transfer Mode (ATM) - A network technology capable of transmitting data, voice, video, and frame relay traffic in real time. Data, including frame relay data, is broken into packets containing 53 bytes each, which are switched between any two nodes in the system at rates ranging from 1.5 to 622 Mbps. However, there are no other references to ATM within the context of this Agreement.
- A1.9. Bidder – see Contractor.
- A1.10. Bureau --The Bureau of Emergency Management and Communications – E 9-1-1, the Enhanced 9-1-1 Commission, and the Department of Safety or any other state entity responsible for the provision of E 9-1-1 under RSA 106-H.

- A1.11. BPE – Bureau premise equipment.
- A1.12. CLEC –A telecommunications carrier under the state law that provides local exchange telecommunications services other than the Incumbent Local Exchange Carriers (ILEC). Also known as Alternate Local Exchange Carriers (ALECs), Competitive Local Providers (CLPs), Competitive Access Providers (CAPs), Certified Local Exchange Carriers (CLECs), and Local Service Providers (LSPs).
- A1.13. Contractor – Verizon New Hampshire, Verizon New England Inc., Verizon Services Corp. and any predecessors, successors, parents, affiliates, assignees or merger entities responsible for the Contractor’s responsibilities under this agreement. Also Vendor.
- A1.14. Default Routing – The capability to route a 9-1-1 call to a predetermined (default) PSAP or other predetermined number, when the normal routing scheme cannot be applied to the call. However there are no other references to Default Routing within the context of this Agreement.
- A1.15. Department – means Bureau.
- A1.16. Digital T1 – A digital T1 (DS1) is a digital facility with 24 channels (DSO). However, there are no other references to DS1 Service within the context of this Agreement.
- A1.17. End Office or Host Office or Central Office – Local Exchange Carrier switching office from which dedicated 9-1-1 trunking to the tandems is provided. Does not include remote offices. Includes all current and any future Contractor End Offices that are functional during the service period.
- A1.18. ESN (Emergency Service Number) – An ESN is a three or four digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographic area, or Emergency Service Zone (ESZ). The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency or agencies. However, ESN, Selective Routing, Selective Transfer, services will not be provided by Contractor.
- A1.19. ESZ (Emergency Service Zone) – a geographic area representing an ESN. However, ESN services will not be provided by Contractor.
- A1.20. Host switch – A central office switching system which provides certain functions for a smaller switch located remotely. See also “end office”.
- A1.21. ILEC – Incumbent local exchange carrier.
- A1.22. ITC – Independent telephone company as identified within Exhibit B-1.
- A1.23. LEC – Local exchange carrier.
- A1.24. MSAG (Master Street Address Guide) – A data base of street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated

Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls when Selective Routing and Selective Transfer are used. However, ESN, Selective Routing and Selective Transfers will not be provided by Contractor.

A1.25. MSO – Mobile switch office. However, there are no other references to MSO Service within the context of this Agreement.

A1.26. MTS – mobile telephone switch. However, there are no other references to MTS Service within the context of this Agreement.

A1.27. Mated 9-1-1- Control Tandems: A paired or mated tandem switch configuration is defined as a network configuration in which approximately half of the 9-1-1 End Office circuits are connected to each of the 9-1-1 tandem switches. Both tandem switches are interconnected to permit 9-1-1 calls to interflow between tandems. This service arrangement enables calls to switch to the other tandem if there are no circuits available to the target PSAP from the tandem processing the call.

A1.28. NENA (National Emergency Number Association) – The National Emergency Number Association is a non-profit corporation established in 1982 to further the goal of “One Nation-One Number.” NENA is a networking source and promotes research, planning and training. NENA strives to educate, recommend standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems. However, NENA standards are not part of this Agreement.

A1.29. Network – Circuits used to provide connectivity between an end user dialing 9-1-1 and the PSAP telecommunicator. Includes parts of the network that are the responsibility of the end user, the CLEC's, ILEC, ITC and other Service Providers, as well as the circuits that the Bureau is contracting for under this agreement.

A1.30. NHBEC – New Hampshire Bureau of Emergency Communications – See Bureau.

A1.31. NPA – (Numbering Plan Area) A unique 3 digit code that identifies a toll center. Also referred to as an Area Code.

A1.32. Normal Business Hours – 8:00 AM to 4:00 PM EST Monday through Friday, excluding State of New Hampshire Holidays. State Holidays are: New Years Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. Specific Dates will be provided.

A1.33. NXX – The first three digits of a local 7 digit telephone number referred to as the prefix. This number identifies the central office out of which the telephone number originates except to the extent that local number portability has been adopted.

A1.34. pANI/ESRD – Pseudo automatic number identification/emergency service routing digit. However, there are no other references to pANI/ERD within the context of this Agreement.

A1.35. PSTN – Public Switch Telephone Network

A1.36. Remote Office – A switch module that is physically located away from the SESS host switch. Communication takes place over connections called an umbilical, to the Host switch. This subtending remote switching module depends in part on its host switch for call control but is capable of providing limited intra-unit switching

A1.37. Service Providers – A provider of voice communication services which may include but is not limited to: Local Exchange Carriers; Wireless Service Providers; VoIP Providers; Private Switch Providers; Shared Tenant Service Providers.

A1.38. Tandem – The connection of networks or circuits in series.

A1.39. Tandem Switch – A tandem switch is an intermediate switch or connection between an originating telephone call location and the final destination of the call. This switch acts as a telephone company switching center for the PSTN. It connects central offices when direct interoffice trunks are not available and is a switch that only serves trunk to trunk connections..

A1.40. TOPS – Traffic Operator Position System. A Nortel product that provides a switching system and associated console and functionally, that allows an operator group to manage toll traffic.

A1.41. Trunk – A communication line between two switching systems.

A1.42. TN (Telephone Number) – The unique network address that is typically assigned to an exchange access line.

A1.43. SAG – (Street Address Guide) A data base of street names and actual street address numbers ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls when Selective Routing is used. However, SAG will not be provided by Contractor.

A2. **General Description:** The Service to be provided by Contractor to NHBEC under this Agreement, provides for the delivery of the voice connection of a 9-1-1 call and the associated telephone number (ANI), but does not include the associated Automatic Location Identification (ALI). This service shall be referred to variously in this Agreement as the Service, or 9-1-1 Service. The Service is comprised of switching and transport components used for the switching and transport of 9-1-1 calls and the ANI. The components of the Service include:

- Trunks connecting Contractor End Offices and Independent Telephone Company (“ITC”), End Offices, identified within Exhibit B-2 to the two Tandem Switches, to route 9-1-1 calls from the End Offices to the Tandem Switches. Includes diverse entrance facilities at Laconia PSAP as defined in attachment A-2.
- 9 1-1- call switching features in two Tandem Switches.
- Trunks connecting the two Tandem Switches to the two PSAPs identified within Section A2.2.

Both Tandem Switches are interconnected to permit call switching to interflow between the Tandem Switches.

The Service does not include the following functions:

Automatic Location Identification

Database Management Services

Customer Premise Equipment
Selective Routing
Selective Transfer.

All other functions, capabilities, systems, facilities, services, and connections of any kind that are necessary for the receipt, processing and dispatch of 9-1-1 calls at the PSAPs are not the responsibility of Contractor under this Agreement.

The NHBEC shall provide to Contractor at each PSAP location suitable and secure space, with suitable environmental conditions and an Uninterruptible Power Supply (UPS), building entrance facilities and conduit, for placement of the facilities and equipment to be used by Contractor to provide the Service. The Services being contracted for as described herein are subject to the rates, terms and conditions set forth in, Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit B, Exhibit B-1, Exhibit B-2, Exhibit B-3, and Exhibit C.

A2.1. **Locations.** The Services shall be provided to the Bureau under the rates, terms and conditions herein at the following locations. Other Bureau locations may be added to this Agreement only upon mutual agreement of the parties.

2.1.1. Either 33 Hazen Drive, Concord NH or Smokey Bear Drive, Concord, NH. Any non-recurring charges associated with the relocation from Hazen Drive to Smokey Bear Drive shall be the subject of a separate agreement. Recurring monthly charges for Service provided to either location, but not to both locations simultaneously, are included in this Agreement.

2.1.2. 50 Communications Drive, Laconia, New Hampshire.

A2.2. **Customer Premise Equipment Exclusion.** This Agreement covers only the Service described herein. This Agreement does not cover any customer premises equipment owned, operated, and maintained by the Bureau (Bureau Premise Equipment ("BPE")) used by the Bureau at any PSAP location. Contractor has no liability to the Bureau for any BPE.

2.2.1. Bureau Premises Equipment (BPE) must comply with the following technical standard:

a) Bellcore TR-TSY-000350, or,

b) Telcordia GR-2953-Core Enhanced MF Signaling: E911 Tandem to PSAP Interface.

The text of these standards are available at the Telcordia website.

Bureau will provide BPE with a capacity adequate to handle the number of Contractor provided facilities

2.2.2 Contractor will not make changes during the term of this Agreement that will require the Bureau to acquire BPE without the prior approval of the Bureau, which will not be unreasonably withheld, but that may be subject to the availability of means.

A2.3. **Service Period.** The service period of this agreement is five years from the date of Governor and Council approval. This agreement may be extended for two additional one-year periods (Extension Periods), at the same rate and on the same terms specified herein on notice by the NHBEC of its intention to exercise its option at least 60 days prior to the termination of the current term. Not later than eighteen months prior to the end of the contract period and any Extension Periods the parties shall meet to discuss entering into a new contract or the Bureau shall put this contract out for bid.

A2.4. **Network Known and Potential Problems:** The Contractor shall perform such monitoring or inspection of Contractor provided facilities as is customary and reasonably necessary to discover errors, defects and malfunctions and shall notify the PSAP Supervisor of all "Known and Potential network events" that materially and adversely impact the delivery of service under this agreement. This includes

all problems that may cause a delay in the call setup and delivery of the ANI to the PSAP or not delivered at all. This includes all Contractor provided network elements.

2.4.1. Contractor at its option may perform switch software and/or hardware upgrades to Contractor's Network. The Contractor shall advise the NHBEC's designated contract point of contact of any material impact anticipated from any changes within a reasonable amount of time prior to any material change.

A2.5. **Documentation:** Contractor shall maintain documentation for all charges against the State under this contract. The billing records of Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of five (5) full years from the date of the final payment, and shall be subject to audit at any reasonable time and upon reasonable notice, by the State or any appropriate federal agency, or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

A2.6. **Status/Commission Meetings.** Contractor must participate in project and/or status meetings with the information technology professionals from the using Agency, and the Enhanced 9-1-1 Commission, during the term of the contract, on reasonable request by the NHBEC with 10 business days notice.

A3. **Grade of Service.** Trunk quantities shall be designed based on a P.01 grade of service, e.g., not more than one 9-1-1 call in 100 9-1-1 calls experiencing a blockage during the average busy season and time-consistent busy hour for Contractor provided trunks.

A3.1. **Wireline Monitoring.** The Contractor shall provide biannual wireline traffic information on Contractor provided facilities as outlined in the reports located in Exhibit B-3. These reports will provide information relating to call quantities and trunk group over flow.

A4. **Network:** Contractor shall provide trunking, from Contractor End Offices and ITC's (identified within Exhibit B-2) to Tandem Switches located in Manchester, NH and Concord, NH, with 27 trunks from each Tandem Switch to both the Concord, NH, PSAP and the Laconia, NH, PSAP. The two Tandem Switches will share the 9-1-1 traffic load, with calls processed by each switch. The Tandem Switches will be engineered and equipped as mated 9-1-1 Control Tandems in the event of a failure to operate independently of each other.

A4.1. Contractor is responsible for its Service in its entirety.

A4.2. Contractor agrees that the 9-1-1 Service shall be operational on a 24-x-7-x-365 basis.

A4.3. Contractor shall provide dedicated trunks for the transport of 9-1-1 calls using its customary practices regarding security of the 9-1-1 trunks.

A4.4. PSAP trunks will have the ability to access a three port conference bridge from the Contractor public switched network.

A4.5. Contractor is responsible for providing communications protocols between the Contractor PSTN local Central Offices, the 9-1-1 Tandem Switches, and the PSAPs are based on published industry standards, as defined in 2.2.1. As new standards evolve, Contractor will work with key suppliers to obtain the enhancements for subsequent network deployment following consultation and agreement to terms, conditions, and pricing between the Bureau and Contractor subject to the provisions of section 2.2.2.

A4.6. Contractor shall permit service providers operating in New Hampshire to interconnect their 9-1-1 trunks as long as they are in compliance with the required published industry standards as defined in 2.2.1 and are in compliance with applicable tariffs and/or interconnection agreements.

A4.7. Where a 9-1-1 call is placed by the calling party via other Service Provider(s), it is the responsibility of the other Service Provider(s) to purchase connections to the Contractor 9-1-1 Tandem, or make other arrangements for the transport of the call to the PSAP. Except as specifically provided for in this Agreement, charges for interconnection to the Contractor 9-1-1 Tandem from Other Service

Providers are outside the scope of this Agreement. Contractor is not responsible for obtaining end user record information from other Service Providers.

A5. Call Distribution/ Load Balancing. The Contractor will cooperate and coordinate with the Bureau once both PSAPs are operational for call distribution or load balancing of the call volume between the two 9 1-1 Tandem Switches by incoming trunk group.

A5.1. Contractor will utilize switch-based routing to balance the call volume of the two PSAPs. The call routing will be assessed using reports from the BPE. The configuration will then be determined by the NHBEC, provided to the Contractor in writing and reviewed on a regular basis.

A6. Fault Tolerance – redundancy

A6.1. Contractor shall provide Service employing Tandem Switches located in Concord NH and Laconia NH. These switches will be engineered and equipped as 9-1-1 Control Tandems. In the event of a failure in one of the switches, the other switch will function independently of the other.

A6.2. Contractor will provide that the 5ESS End Office switches in Manchester and Concord are the 9-1-1 Control Tandems for the State of New Hampshire. These switches will be engineered and equipped as mated 9-1-1 Control Tandems. In the event of a failure in one of the switches, the other switch will function independently and will continue to process 9 1-1 calls. If Contractor wishes to utilize a different end office switch or technology as a replacement Control Tandem, and if the changes materially impact the services provided herein to NHBEC, Contractor may do so by obtaining written approval from the Bureau which will not be unreasonably withheld

A6.3. Contractor will use commercially reasonable best efforts to provide connectivity between the 9-1-1 Control Tandems and the local serving Central Offices utilizing SS7 message trunks. A physically separate path has been provided, on a special construction basis, to connect a 9-1-1 trunk group from the Manchester 9-1-1 Tandem to the Laconia PSAP.

A6.4. Contractor acknowledges that there are single points of failure in 9-1-1 network. The Bureau has requested, and Contractor has agreed to share the level of information necessary for the Bureau to be aware of known or probable single points of failure, subject to any non-disclosure requirements. Additionally, Contractor, in its discretion, will take commercially reasonable efforts to address known single points of failure that have the potential to materially impact the Services.

A6.5. Contractor will have emergency restoration notification and escalation procedures in place to handle Service outages as described within Section A11 "Maintenance".

A7. Make Busy Arrangement. Contractor will install a 1005 type tariffed circuit for each tandem so that the network traffic can be diverted as needed to the alternate secondary PSAP or default seven digit routing number, at both the Laconia and Concord PSAPs. The NHBEC will provide the make busy switch and associated inside wiring as components of BPE.

A8. Routing. The Contractor will have the ability to route a call to the primary PSAP plus two alternate routes per originating trunk group. The specific routing options will be determined and provided to Contractor by NHBEC prior to implementation. NHBEC changes to the routing options shall be coordinated between NHBEC and Contractor.

A8.1. Contractor shall use its commercially reasonable best efforts to complete all emergency routing requests that are service affecting upon notice from NHBEC on an expedited basis. The request will be monitored through to completion. Test calls will be placed to verify the accuracy of the change, and feedback will be provided to NHBEC upon completion of the change. Tandem call routing tables will be maintained by Contractor. The tables handle all requests for call routing changes based on incoming trunk groups to the 9-1-1 Tandems. This request shall be delivered to Contractor's single point of contact described in Section A11 "Maintenance".

A8.2. Contractor shall provide alternative routing for busy conditions using existing capabilities.

- A8.3. Contractor will use reasonable commercial efforts under the circumstances to restore 9-1-1 Service after a Service outage, consistency with applicable Service restoration priorities.
- A8.4. From each Contractor End Office, Contractor will provide the following routing options:
- First Attempt - dedicated SS7 trunks to the designated 9-1-1 Control Tandem
 - Second Attempt - dedicated SS7 trunks to the designated alternate 9-1-1 Control Tandem
 - Third Attempt - shared trunk group to a designated Traffic Operator Position System (TOPS) tandem switch which would forward the call and the ANI to either of the 9-1-1 Control Tandems. Contractor reserves the right to change the TOPS arrangement based on changes to the existing Contractor PSTN, during the Service Period of this Agreement. If the 9-1-1 Control Tandems are unavailable, the call will default to an operator who will manually dial the appropriate agency based upon the information provided by the caller.
 - Fourth Attempt - a call unable to be completed to the 9-1-1 Tandems or TOPS network will be routed to a predetermined local seven-digit emergency number at a local dispatch site (number to be provided by NHBEC).
- A8.5. From each 9-1-1 Control Tandem, Contractor will provide three routing options based on input from the Bureau. These routing instructions will be based on the incoming trunk group from each End Office. Those routes will include either the Concord or Laconia PSAP, or some other 7 or 10 digit number designated by the Bureau.
- A9. **ANI Presentation for other than Wireline calls.** Contractor will comply with applicable standards issued by the Federal Communications Commission.
- A10. **Acceptance Testing.** Prior to commencement of service at the Laconia PSAP, at the request of the Bureau, Contractor will in conjunction with the Bureau, conduct a mutually agreeable set of test calls to confirm 9-1-1 Service is being delivered to the Service demarcation point at the Laconia PSAP. Acceptance testing of BPE is the responsibility of the Bureau.
- 10.1.1. **Wireline test calls.** Contractor will test for ANI presentation from the 9-1-1 Tandems on PSAP trunks at the demarcation point of both PSAPs.
- A11. **Maintenance**
- A11.1. Contractor shall operate, maintain and monitor the 9-1-1 Service provided by Contractor as described in this Agreement in its entirety and shall provide that it complies with federal and state law.
- A11.2. The 9-1-1 Service shall be operated and maintained by Contractor. Contractor will upgrade Service and Service components in the ordinary course of network service and provisioning.
- A11.3. Contractor shall provide notification to the NHBEC when performing scheduled upgrades or retrofits to Contractors End Office or 9-1-1 Tandems switches that could potentially and materially affect Service. Said notice shall occur at least 24 hours in advance whenever feasible. In addition, prior to an upgrade, Contractor will contact the affected PSAP to notify the PSAP regarding imminent commence of the work.
- A11.4. Contractor will designate a single point of contact (SPC) for NHBEC. The SPC will coordinate all Contractor departments required to address NH 9-1-1's trouble tickets and related issues.
- A11.5. Contractor shall provide staff at the SPC 24 hours per day, 7 days per week, 365 days per year. Contractor SPC staff shall be available based on the calling demand of other PSAPs to receive trouble reports, begin trouble isolation, and dispatch field forces as necessary.
- A11.6. The 9-1-1 Tandems shall be monitored by Contractor in accordance with Contractor's standard operating procedures.
- A11.7. Contractor will be responsible for informing NHBEC of any "Known and Potential material network events" that may impact a caller's ability to complete a 9-1-1 call due to issues within the Contractor telephone network as the information becomes available. The 9-1-1 SPC will call the

Concord or Laconia Supervisor In-Charge and advise him/her of any material adverse conditions. The Contractor will also call the Supervisor when issues have been resolved. Contractor will also have the ability to notify the NHBEC Supervisor by a means other than telephone, which shall be included in Contractor's procedures.

A12. Miscellaneous.

A12.1. Nothing in this contract releases Contractor from performing any existing obligation arising under any prior agreement or any independent statutory or regulatory obligation.

A12.2. Contractor does not answer 9-1-1 calls, but furnishes the services described herein related to such calls.

A12.3. 9-1-1 calls originated from Contractor controlled local exchange telephone network access facilities shall be completed to the PSAP without a charge being assessed by Contractor to the caller. Calls from a Contractor provided pay telephone shall not require a coin to be deposited or payment of any charge.

A12.4. As long as Contractor maintains the "0" functionality, if a caller dials "0" (zero) instead of 9-1-1, the TOPS operator will transfer the call with ANI information to either of the E9-1-1 Control Tandems for delivery to the PSAP.

A12.5. The 9-1-1 Service provided under this Agreement is for one-way incoming Service to the PSAP. The PSAP can only make "outgoing calls" on a transfer basis. Charges for calls transferred over the PSTN from the PSAP are beyond the scope of this contract, and are the responsibility of the State.

A12.6. Contractor shall provide dedicated trunks for the transport of 9-1-1 calls using its customary practices regarding security of the 9-1-1 trunks.

A12.7. The Bureau must subscribe to additional communication services for: (1) making outgoing calls and (2) receiving other emergency calls. These additional services must be accessible through the PSTN and are outside the scope of this contract.

A13. Reporting. Contractor shall provide reports in accordance with Section A3.1

**Exhibit A-1
Verizon 9-1-1 Network Diagram for
State of New Hampshire**

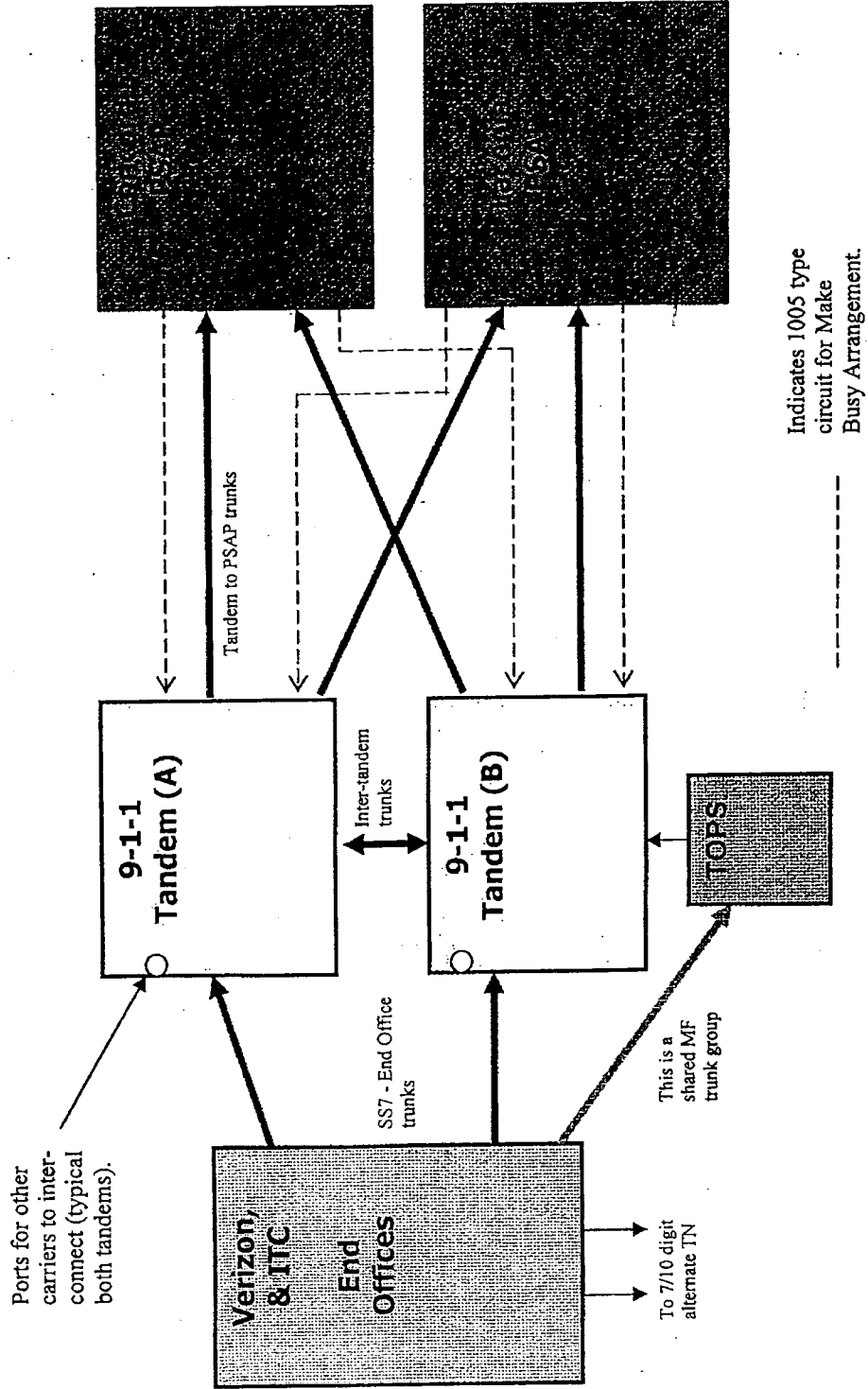
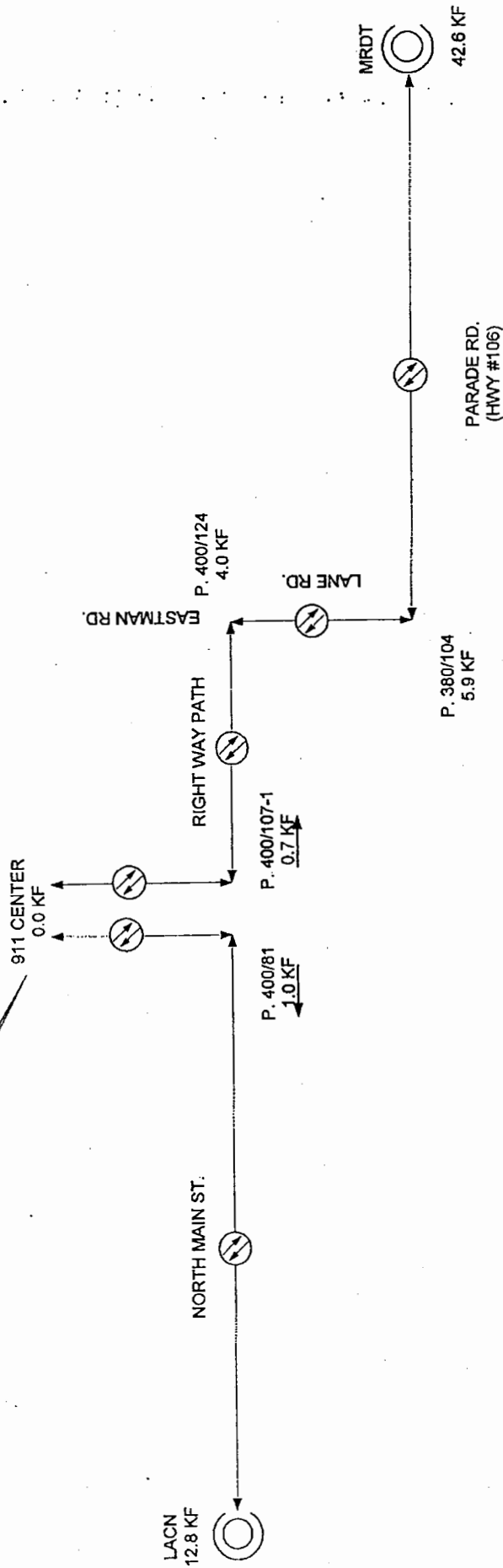


Exhibit A-2

SEPARATE CONDUIT ENTRANCES
ESTABLISHED FOR LACONIA AND
MEREDITH CABLES-MUXES ON PREM
INSTALLED IN TWO DIFFERENT
ROOMS ON PREMISES

WORK DONE
FOR
ALTERNATE
SERVING WIRE
CENTER



DAVID MEARS
603-528-7328

Contract Manager-PEmmons Legal-J Spear 9-22-2006

EXHIBIT B -PRICING**NHBEC 911 Service**

Rate Elements	*Monthly Recurring Charges	Non-recurring Charges
Trunking from Verizon Central Offices to Tandem Switches located in Manchester, NH and Concord, NH, and trunking from Tandem Switches to the PSAPs with (a) twenty-seven (27) trunks from the Tandem Switches to the Concord, NH, PSAP and (b) twenty-seven (27) trunks from the Tandem Switch to the Laconia, NH, PSAP (\$44,862.);and trunking to connect Verizon Tandem Switches to Independent Telephone Company ("ITC") Central Offices including but not limited to those listed in Attachment B-1, for ITC E 9-1-1 call transport to PSAPs (\$7,244.00 per month), that is included in the Monthly Recurring Charges set forth herein. Verizon shall maintain trunking from the end offices listed in Attachment B-2 as well as any new end offices.	\$52,106.01	\$0.00
ITC Database Management (billed on month to month basis for up to twelve month in no event past the termination of the database transition agreement)	\$ 8,034.00	\$0.00

Connect Laconia PSAP and ALI/SRC Circuits	\$0.00	\$ 24,239.00
Disconnect Concord PSAP and ALI/SRC Circuits	\$0.00	\$ 2,878.00
Special construction of Verizon network facilities to be used to provide new [REDACTED] construction charges shall be provided as in accordance with Verizon's NH PUC Tariff No. 83 and Verizon case number 2006-378214.	\$0.00	\$20,752.00
Total Outstanding Balance for work preformed	\$0.00	\$47,869.00

***Notes:**

1) Monthly recurring charge includes the following;

i) Two (2)ALI circuits at each PSAP.

ii) Verizon will continue to provide Subscriber Record Information with MSAG validation or reconciliation for the duration of the Transition Agreement.

iii) Commencing with the Test Period under the Transition Agreement, Verizon will also provide a daily feed of Subscriber Record Information updates in Verizon modified NENA2 format. Verizon will continue to provide this daily feed after the conclusion of the Test Period. NHBEC will process the data as received within the NHBEC database management system (DBMS) and return all DBMS output files including daily error correction files to Verizon in NENA 2 format, provided, however, that Verizon is under no obligation to use this information in any way. This service provides for the electronic delivery of a daily file from Verizon to the State of NH database. The content of this transmission will conform with Verizon NENA2 format and standards. Verizon will provide this information from its Subscriber Record Information "as is", without warranty as to accuracy, and without MSAG validation or reconciliation.

2) Monthly recurring charges do not include the following:

- i) Rates herein do not include Stop Hunt Arrangements and/or Private Line 1005 circuits.

The Bureau anticipates that the Concord PSAP will be closed for some period of time after the Laconia PSAP becomes fully operational for retrofitting and/or remodeling or may be relocated. If such period exceeds thirty days, the Bureau shall receive a 25% reduction in the monthly charges as long as notice is given to Contractor thirty days in advance of the date on which the Concord circuits will no longer be needed on a temporary basis, provided however that there shall be no disconnection or reconnection fees to the State.

To the extent that any non-recurring costs are included in this Agreement, they shall be paid within 30 days of the services being rendered or within thirty days of the Effective Date of this contract.

Monthly charges shall be paid in accordance with NHPUC NO. 83 Tariff Part A §1.5.5, payments shall be remitted to the billing address located on the Verizon monthly invoice. The current billing address for Verizon is:

Verizon
PO Box 1, Worcester, MA 01654

Attachment B-1

Independent Telephone Companies

Bretton Woods Tel
Contel
Dixville Tel
Dunbarton Tel
Granite State Tel
Hollis Tel
Kearsarge Tel
Merrimack County Tel
Northland Tel
Union Tel
Wilton Tel

EXHIBIT C

State of New Hampshire Terms and Conditions ("P37") included in the Agreement dated September 22, 2006 between the State of New Hampshire ("State") and Verizon New England Inc. ("Contractor") are modified as follows:

1. Section 3 of the State of New Hampshire Terms and Conditions (P-37) ("Effective Date: Completion Of Services") is amended as follows:

Delete Section 3.2 and replace with the following. "All services must be completed by the date specified in block 1.6."

2. Section 4 of the State of New Hampshire Terms and Conditions (P-37) ("Conditional Nature of Agreement") is amended as follows:

A new paragraph is added to the end of this Section:

Should it be necessary, pursuant to this provision, for the State to terminate this Agreement in whole or in part, the State shall make every effort to secure such funds and to pay the Contractor for Services provided by the Contractor up to and including the date of termination. Should funds subsequently become appropriated to the State for the State to resume the Services, then the State shall promptly pay the Contractor for all Services performed by the Contractor and accepted by the State for which the Contractor has not received payment up to and including the date of termination of the Services by the State pursuant to this provision, to the extent appropriated funds are available.

3. Section 5 of the State of New Hampshire Terms and Conditions (P-37) ("Contract Price: Limitation on Price: Payment") is amended as follows:

(a) The second sentence of Subsection 5.2 is amended by adding: "for compensation for services provided under this Agreement" so that the amended sentence provides as follows: "The State shall have no liability to the Contractor for compensation for services provided under this Agreement other than the contract price."

(b) Subsection 5.4 is amended by adding "for compensation for services provided under this Agreement" so that the amended subsection provides as follows: "Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder for compensation for services provided under this Agreement exceed the price limitation set forth in block 1.8 of these general provisions."

4. Section 7.3 of the State of New Hampshire Terms and Conditions (P-37) ("Personnel") is amended as follows:

Delete "shall be final" in the second sentence and replace with: "shall be followed by Verizon, but Verizon: (1) reserves the right to request, within 10 days of the decision, that its Vice President and the Director of the New Hampshire Bureau of Emergency Communications (BEC) review and amend the Contracting Officer's decision and (2) Verizon reserves all rights under New Hampshire law to seek judicial resolution of the Contracting Officer's decision."

5. Section 8 of the State of New Hampshire Terms and Conditions (P-37) ("Event of Default, Remedies") is amended as follows:

- (a) The title of Section 8 is hereby amended to add the term "Liquidated Damages" as follows: "Liquidated Damages, Event of Default, Remedies."
- (b) A new Subsection 8.0 is added as follows: "Contractor agrees to provide the Services hereunder with no Critical Failures 99.99% of the time calculated on a calendar monthly basis, as set forth in and subject to the provisions of Attachment C-1 hereto ("Service Performance Standard"). In the event Contractor fails to maintain the Service Performance Standard, Contractor shall apply a credit to the State's invoice for Services provided hereunder in the amount of \$10,000, as liquidated damages, provided that the aggregate amount of such credits applied in any calendar year shall not exceed \$30,000. Except as provided in Subsection 8.1, Contractor's payment of the liquidated damages shall be the State's sole and exclusive remedy for Contractor's failure to meet the Service Performance Standard."
- (c) Subsection 8.1, including further subsections 8.1.1, 8.1.2 and 8.1.3 are deleted in their entirety and replaced with the following new Subsection 8.1: "An Event of Default by Contractor shall consist solely of Contractor's failure to meet the Service Performance Standard three (3) times in any calendar year."

(b) Amend the following subsections of Section 8 so that they now read as follows:

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; and"

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, provided that the set-off is allowed by the laws of the State of New Hampshire; and"

(c) Add a new subsection 8.2.5 as follows:

Upon any termination of Service for an Event of Default under this Section 8, the State shall pay, within thirty (30) days of the effective date of such termination, all nonrecurring charges already incurred that have not already been paid.

(d) Add a new subsection 8.3, titled "Bureau Default" as follows:

8.3.1 Contractor reserves the right to discontinue or refuse service because of abuse or fraudulent use of service. Abuse or fraudulent use of service includes the following actions:

a. Service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency acting within its jurisdiction advises that such service is being used or will be used in violation of law. If Contractor receives other evidence that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

b. The use of Service or facilities of Contractor without payment of the charge applicable thereto.

- c. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, telephone service by rearranging, tampering with, or making connection with any facilities of Contractor, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- d. The use of Service or facilities of Contractor for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
- e. The use of profane or obscene language.
- f. The use of the Service or facilities of Contractor in such a manner as to interfere unreasonably with the use of any other service by one or more other of Contractor's customers.

6. **Section 9.3** of the State of New Hampshire Terms and Conditions (P-37) ("Data: Access; Confidentiality; Preservation") is amended as follows:

9.3 Confidentiality of this Agreement shall be governed by RSA 91-A or other existing law. 9-1-1 information or records compiled for purposes of meeting the statutory requirements for 9-1-1 service, including but not limited MSAG data including the name, address and telephone number of telephone customers, is confidential under RSA 106-H:14. Contractor shall not publish, reproduce, sell, disclose, tamper with, modify, allow access to, or use such information for any reason other than providing information to the Bureau in connection to emergency 9-1-1 calls. Contractor acknowledges that the MSAG is the property of the Bureau. Disclosure of any information acquired under this Agreement by Contractor pursuant to a right to know request or for any other purpose shall require prior written approval of the State.

7. **Section 10** of the State of New Hampshire Terms and Conditions (P-37) ("Termination") is amended so that it now reads as follows:

The last sentence: "To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in "Exhibit A" is deleted.

8. **Section 12** of the State of New Hampshire Terms and Conditions (P-37) ("Assignment, Delegation and Subcontracts") is amended as follows:

In line 2, after "consent of the State" add: "provided that Verizon may assign its rights and obligations under this Agreement to an affiliate, subsidiary, its parent or to a successor to substantially all of its assets after merger or other reorganization upon written notice to the State."

9. **Section 13** of the State of New Hampshire Terms and Conditions (P-37) ("Indemnification") is hereby modified as follows:

(a) The current paragraph is numbered 13.1 and is hereby deleted and restated as follows:

13.1 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 that constitute (a) Contractor's willful or wanton negligence in its performance hereunder, (b) Contractor's material uncured breach of its confidentiality obligations

hereunder, or (c) Contractor's violation of applicable laws, except to the extent that the Contractor is immune from such damages under the laws of this state. 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 shall survive the termination of this Agreement.

(b) The following new subsections are added:

(i) 13.2 Contractor shall not be liable for any acts or omissions of the State or the Bureau, its officers and employees. To the extent provided by law Contractor shall be entitled to contribution from the State if Contractor is held liable as result of any acts or omissions of the State or the Bureau, its officers and employees.

(ii) 13.3 In no event shall Contractor or the Bureau be responsible or liable to the other for any special, indirect, consequential, incidental, reliance, exemplary, punitive, or like damages of any kind whatsoever, including but not limited to damages for lost revenues, profits or savings, or other commercial or economic loss, even if the party against whom such damages are claimed has been advised of, or reasonably could have anticipated, the possibility of such damages, but in no event shall Contractor or the Bureau be precluded from recovering direct damages as provided for in this Agreement

(iii) 13.4 Except to the extent provided under applicable law or regulation, and except as specifically provided herein, Contractor in no event shall be liable in tort, contract or otherwise, nor shall the Contractor have any indemnification obligation, to the State, to any State agency, or to any third party or person, including but not limited to any person who, for himself/herself or for the benefit of another person, dials 9-1-1 or another emergency telephone number, for any personal injury, death or property damage, or for any claim of infringement or invasion of any right of privacy of any person, including but not limited to claims based on the Contractor's release of non-published or non-listed subscriber information, arising out of or related to the Contractor's designing, developing, installing, implementing, maintaining, operating, suspending, terminating or removing (collectively "providing") Services hereunder, or the State's or another party's or person's use or attempted use of such Service.

(iv) 13.5 For all other direct damages not specifically enumerated in this Section 13 that are proximately caused by the Contractor's wrongful acts or omissions arising out of or related to the Contractor's providing the Services hereunder, the Contractor's maximum liability for such damages shall be an amount equivalent to the proportionate charge to the State for the portion of the Services giving rise to such damages for the period of time during which the Contractor's negligent act or omission proximately caused such damages. If such proportionate charge cannot reasonably be determined, then Contractor's maximum liability shall not exceed the State's actual direct damages.

(v) 13.6 Contractor's indemnification obligations under this Section 13 shall be conditioned upon the following:

13.6.1 The State (a) shall give Contractor prompt written and reasonable notice of any claim (including a statement of facts known to the State related to the claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to any claim, shall consult with Contractor as to the procedure to be followed in defending, settling, or compromising the claim; (c) shall not consent to any settlement or compromise of a claim without the written consent of Contractor; (d) shall permit Contractor to assume control

of the defense of a claim (including, except as provided below, the compromise or settlement thereof) at Contractor's own cost and expense; provided, however, that the State shall have the right to participate in the defense of the claim at its sole cost and expense.

13.6.2 If the State fails to comply with Section 13.6.1 with respect to a claim, to the extent such failure shall have a material adverse effect upon Contractor, then Contractor shall be relieved of its obligation to indemnify, defend and hold harmless the State with respect to such claim. If, after receiving notice of a claim as provided in Section 13.6.1, Contractor declines in writing to assume control of the defense of a claim as provided in Section 13.6.1 or fails to assume such control in a timely manner, then the State shall have no further obligation to comply with Section 13.6.1.

13.6.3 Contractor shall have the authority to defend and settle any claim, but in no event shall Contractor settle a claim or consent to any judgment with regard to a claim, where such settlement or judgment requires the State to perform obligations other than payment of money that is fully indemnified by Contractor, without the prior written consent of the State, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment contains such obligations, the State shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the claim, provided that in such event Contractor shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the State against, the claim for any amount in excess of such refused settlement or judgment.

13.6.4 The State and Contractor shall offer each other all reasonable cooperation and assistance in the defense of any claim.

13.6.5 Each Party's obligations under this Section 13 shall survive expiration, cancellation or termination of this Agreement.

10. Section 14.2 of the State of New Hampshire Terms and Conditions (P-37) (Insurance and Bond) is amended by the word "material" before the word "modifications" in the last sentence.

11. Section 16 of the State of New Hampshire Terms and Conditions (P-37) ("Notice") is hereby amended as follows:

In line 2, add the words "or by overnight express courier service" after the words "in a United States Post Office

11. Section 18 of the State of New Hampshire Terms and Conditions (P-37) ("Construction of Agreement and Terms") is hereby amended as follows:

After the words "laws of the State of New Hampshire," add "except to the extent preempted by applicable Federal Law, specifically including Communications Act of 1934, as amended,"

Attachment C-1

NEW HAMPSHIRE 911 SERVICE
SERVICE PERFORMANCE STANDARD

Critical Failure Definition.

“Critical Failure” means either of the following events:

1. 100% loss of 9-1-1 network capability, such that no 9-1-1 calls are routed to any answering location for a period of longer than five (5) minutes monthly , or
2. Total isolation of a PSAP because of a failure of Contractor’s network where calls cannot be rerouted to any alternate answering location through rerouting instructions.

3. Service Performance Standard.

Contractor agrees to provide Services under this Agreement with no Critical Failures 99.99% of the time calculated on a monthly basis, as set forth in the following table:

Step 1.	$\frac{1440 \text{ min}}{\text{Day}}$	X	Number of days in month	=	Total minutes for the month
Step 2.	Total SLA Event unavailable minutes			=	Sum of all SLA Events
Step 3.	Total minutes for the month	-	Sum of all SLA Events	=	Minutes available for the month
Step 4.	Minutes available for the month	÷	Total Minutes for the month	=	Percentage of 9-1-1 Availability for the month

4. Liquidated Damages.

4.1 Subject to the Exclusions of Liability provided below, if Contractor fails to maintain the Service Performance Standard, Contractor shall apply a credit to the State’s invoice for Services provided under this Agreement in the amount of \$10,000, provided that the aggregate amount of all such credits applied in any calendar year shall not exceed \$30,000. Vendor shall apply any such credits within 90 days after the occurrence of the Critical Failure. If any such credit cannot be applied because the Term of this Agreement has expired or been terminated, Contractor shall pay the amount due to the State within 90 days following such expiration or termination.

4.2 Exceptions to Liability.

(i) Contractor shall not be liable in any manner for a Critical Failure to the extent that such Critical Failure is caused in whole or in material part by any of the following events.

(ii) The State's failure to pay for Services rendered in accordance with this Agreement, or the State's material noncompliance with its other obligations under this Agreement.

(iii) Interruptions, failures or delays of service resulting from the negligence or any delay, act or failure to act by the State, another service provider, or another party authorized by the State to use or have access to the Services provided hereunder.

(iv) Interruptions, failures or delays in service resulting from Contractor or Contractor's agents not being granted access to premises where such access is reasonably necessary to permit Contractor to perform its obligations under this Agreement.

(v) Interruptions, failures or delays in service resulting from scheduled maintenance and scheduled service downtimes as long as Contractor has used commercially reasonable best efforts to perform scheduled maintenance or service without interruptions, failures or delays in service.

(vi) Interruptions, failures or delays of service resulting from the State's refusal to release services for maintenance, testing and/or repair.

(vii) Interruptions, failures or delays of service resulting from State requested maintenance or rearrangement of services, or other State requested actions as long as Contractor has given notice as required under section A11.

(viii) Interruptions, failures or delays of service resulting from the use of power, equipment, service, systems or databases not provided by Contractor.

(ix) Interruptions, failures or delays of service resulting from acts of God or the public enemy, compliance with any order of any governmental authority, compliance with standing laws, rules and regulations applicable to Contractor, acts of terrorism, war, rebellion, insurrection or sabotage or damage resulting therefrom, fires, floods, earthquakes, unusually severe weather, explosions, accidents, epidemics, public infrastructure breakdowns, riots, strikes or other concerted acts of employees, whether direct or indirect, lockouts or other industrial disturbances, or any other cause beyond Contractor's reasonable control.