



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street – Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

114 MLC

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

Sheri L. Rockburn  
Assistant Commissioner  
(603) 271-3204

May 4, 2022

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to amend a contract (Contract 8002167) with Consolidated Communications Enterprise Services, Inc. dba Consolidated Communications (Vendor 300703) of 2116 South 17<sup>th</sup> Street, Mattoon, IL, 61938, for Carrier Ethernet Services by increasing the price limitation by \$2,000,000.00 from \$2,800,000.00 to \$4,800,000.00 and by extending under the first allowable term of two(2) years changing the completion date to May 31, 2024 from the present date of May 31, 2022. The original contract was approved by Governor and Council on May 3, 2017, item #104.

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

## EXPLANATION

This First Amendment request is being submitted in order for the Department of Information Technology (DoIT) to complete the Critical Infrastructure Network eNHance Project being funded through ARPA.

The State of NH Executive Branch statewide network consists of five (5) Carrier Ethernet Circuit Head-ends in various locations in Concord, supporting 301 circuits providing network connectivity for all Executive Branch State Agencies throughout the state. Currently, the Department of Information Technology (DoIT) is in the first phase of a \$16M Critical Infrastructure Network eNHance Project being funded through ARPA, with the goal of replacing the State's aged, end-of-life and end-of support network equipment over the next 18 months. This effort involves DoIT Network and Telecommunications personnel coordinating the assessment of network infrastructure in every Executive Branch agency building across the state to identify required cabling and data closet improvements to ensure the successful configuration, deployment, and upgrade of thousands of network equipment components.

The contract has a provision for two 2-year extensions. DAS and DoIT are recommending utilization of this first contract extension of two years to allow completion of the eNHance Project. The typical changeover period for circuit providers is 6-8 months, which will require the reallocation

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May 4, 2022

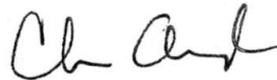
Page 2 of 2

of DoIT employee hours that could exceed 1,500 hours during the transition period, including overtime. Current staffing constraints limit the feasibility of a reallocation of this magnitude.

Consolidated Communications has adjusted rates for significant savings to the State of New Hampshire. Current monthly recurring charges (MRC) for subscribed services is \$76,073.41. The updated pricing will bring MRC down to \$52,373.99 for a savings of \$23,554.16, approximately 30% per month.

Based on the foregoing, I am respectfully recommending approval of the contract with Consolidated Communications Enterprise Services, Inc. dba Consolidated Communications (Vendor 300703).

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



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

Denis Goulet  
Commissioner

April 20, 2022

Charles M. Arlinghaus, Commissioner  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Consolidated Communications Enterprise Services, Inc. dba Consolidated Communications, for Carrier Ethernet Services as described below and referenced as DoIT No. 2017-059A.

This statewide contract amendment with Consolidated Communications Enterprise Services, Inc. to continue to provide Carrier Ethernet Services to State agencies. The purchasing card provides authorized State employees the ability to make payments for supplies, commodities, and services purchased through eligible statewide contracts using a credit card.

The funding increase for this amendment is \$2,000,000, increasing the current contract from \$2,800,000 to \$4,800,000 and extending the completion date from May 31, 2022 to May 31, 2024.

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

Sincerely,

Denis Goulet

DG/RA  
DoIT No. 2017-059A

FIRST AMENDMENT TO THE CONTRACT  
 BETWEEN CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC. D/B/A CONSOLIDATED  
 COMMUNICATIONS  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR CARRIER ETHERNET SERVICES  
 CONTRACT # 8002167

4/11/2022

This First Amendment (hereinafter referred to as the "Amendment"), dated this \_\_\_\_ day of April, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Consolidated Communications Enterprise Services, Inc. D/B/A Consolidated Communications (hereinafter referred to as "the Contractor") for Carrier Ethernet Services.

WHEREAS, pursuant to an agreement effective May 3, 2017 set to expire May 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Carrier Ethernet services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
 1.7 May 31, 2024
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
 1.8 \$4,800,000.00
3. Amend Exhibit B, Payment Terms, the following payment terms for the period June 1, 2022 through May 31, 2024:

Access Circuit	Description/Reason	Fixed Cost Per Month (Each)
1M UNI	1 M Carrier Ethernet Port & Access Circuit	\$67.63
1.5M UNI	1.5 M Carrier Ethernet Port & Access Circuit	\$76.22
3M UNI	3 M Carrier Ethernet Port & Access Circuit	\$127.23
5M UNI	5 M Carrier Ethernet Port & Access Circuit	\$171.65
10M UNI	10 M Carrier Ethernet Port & Access Circuit	\$186.81
20M UNI	20 M Carrier Ethernet Port & Access Circuit	\$179.91
30M UNI	30 M Carrier Ethernet Port & Access Circuit	\$186.27
40M UNI	40 M Carrier Ethernet Port & Access Circuit	\$189.67
45M UNI	45 M Carrier Ethernet Port & Access Circuit	\$218.17
50M UNI	50 M Carrier Ethernet Port & Access Circuit	\$229.29
60M UNI	60 M Carrier Ethernet Port & Access Circuit	\$271.00
70M UNI	70 M Carrier Ethernet Port & Access Circuit	\$291.85
80M UNI	80 M Carrier Ethernet Port & Access Circuit	\$310.62
90M UNI	90 M Carrier Ethernet Port & Access Circuit	\$324.17
100M UNI	100 M Carrier Ethernet Port & Access Circuit	\$333.56

150M UNI	150 M Carrier Ethernet Port & Access Circuit	\$348.05
200M UNI	200 M Carrier Ethernet Port & Access Circuit	\$374.63
300M UNI	300 M Carrier Ethernet Port & Access Circuit	\$391.09
400M UNI	400 M Carrier Ethernet Port & Access Circuit	\$402.49
500M UNI	500 M Carrier Ethernet Port & Access Circuit	\$408.82
600M UNI	600 M Carrier Ethernet Port & Access Circuit	\$429.08
700M UNI	700 M Carrier Ethernet Port & Access Circuit	\$444.26
800M UNI	800 M Carrier Ethernet Port & Access Circuit	\$449.84
900M UNI	900 M Carrier Ethernet Port & Access Circuit	\$465.28
1G UNI	1000 M Carrier Ethernet Port & Access Circuit	\$400.82
2G UNI	2000 M Carrier Ethernet Port & Access Circuit	\$500.11
2.5G UNI	2500 M Carrier Ethernet Port & Access Circuit	\$1,037.04
3G UNI	3000 M Carrier Ethernet Port & Access Circuit	\$559.06
4G UNI	4000 M Carrier Ethernet Port & Access Circuit	\$673.82
5G UNI	5000 M Carrier Ethernet Port & Access Circuit	\$730.16
10G UNI	10000 M Carrier Ethernet Port & Access Circuit	\$1,000.22
Ethernet Virtual Circuits		
1M EVC	1 M ELAN or ELINE EVC with Multi-Class of service	\$28.92
1.5M EVC	1.5 M ELAN or ELINE EVC with Multi-Class of service	\$13.04
3M EVC	3 M ELAN or ELINE EVC with Multi-Class of service	\$21.77
5M EVC	5 M ELAN or ELINE EVC with Multi-Class of service	\$31.46
10M EVC	10 M ELAN or ELINE EVC with Multi-Class of service	\$43.58
20M EVC	20 M ELAN or ELINE EVC with Multi-Class of service	\$65.84
30M EVC	30 M ELAN or ELINE EVC with Multi-Class of service	\$73.40
40M EVC	40 M ELAN or ELINE EVC with Multi-Class of service	\$80.97
45M EVC	45 M ELAN or ELINE EVC with Multi-Class of service	\$0.00
50M EVC	50 M ELAN or ELINE EVC with Multi-Class of service	\$97.88
60M EVC	60 M ELAN or ELINE EVC with Multi-Class of service	\$115.69
70M EVC	70 M ELAN or ELINE EVC with Multi-Class of service	\$124.59
80M EVC	80 M ELAN or ELINE EVC with Multi-Class of service	\$132.61
90M EVC	90 M ELAN or ELINE EVC with Multi-Class of service	\$138.39
100M EVC	100 M ELAN or ELINE EVC with Multi-Class of service	\$142.40
150M EVC	150 M ELAN or ELINE EVC with Multi-Class of service	\$148.76
200M EVC	200 M ELAN or ELINE EVC with Multi-Class of service	\$160.13
300M EVC	300 M ELAN or ELINE EVC with Multi-Class of service	\$167.16
400M EVC	400 M ELAN or ELINE EVC with Multi-Class of service	\$172.03
500M EVC	500 M ELAN or ELINE EVC with Multi-Class of service	\$174.74
600M EVC	600 M ELAN or ELINE EVC with Multi-Class of service	\$183.40
700M EVC	700 M ELAN or ELINE EVC with Multi-Class of service	\$189.89
800M EVC	800 M ELAN or ELINE EVC with Multi-Class of service	\$192.27
900M EVC	900 M ELAN or ELINE EVC with Multi-Class of service	\$198.87
1G EVC	1000 M ELAN or ELINE EVC with Multi-Class of service	\$205.58
2 GIG	2000 M ELAN or ELINE EVC with Multi-Class of service	\$257.50
2.5 GIG	2500 M ELAN or ELINE EVC with Multi-Class of service	\$287.85
4 Gig	4000 M ELAN or ELINE EVC with Multi-Class of service	\$346.94
5 Gig	5000 M ELAN or ELINE EVC with Multi-Class of service	\$375.95
10 Gig	10000 M ELAN or ELINE EVC with Multi-Class of service	\$515.00
Ethernet Dedicated Internet		
1M E-DIA EVC	1 M Ethernet Dedicated Internet Access EVC	\$40.32
1.5M E-DIA EVC	1.5 M Ethernet Dedicated Internet Access EVC	\$12.17
3M E-DIA EVC	3 M Ethernet Dedicated Internet Access EVC	\$21.59
5M E-DIA EVC	5 M Ethernet Dedicated Internet Access EVC	\$30.45
10M E-DIA EVC	10 M Ethernet Dedicated Internet Access EVC	\$43.57
20M E-DIA EVC	20 M Ethernet Dedicated Internet Access EVC	\$70.65

30M E-DIA EVC	30 M Ethernet Dedicated Internet Access EVC	\$80.02
40M E-DIA EVC	40 M Ethernet Dedicated Internet Access EVC	\$87.82
45M E-DIA EVC	45 M Ethernet Dedicated Internet Access EVC	\$0.00
50M E-DIA EVC	50 M Ethernet Dedicated Internet Access EVC	\$106.06
60M E-DIA EVC	60 M Ethernet Dedicated Internet Access EVC	\$125.01
70M E-DIA EVC	70 M Ethernet Dedicated Internet Access EVC	\$135.14
80M E-DIA EVC	80 M Ethernet Dedicated Internet Access EVC	\$143.24
90M E-DIA EVC	90 M Ethernet Dedicated Internet Access EVC	\$149.96
100M E-DIA EVC	100 M Ethernet Dedicated Internet Access EVC	\$154.04
150M E-DIA EVC	150 M Ethernet Dedicated Internet Access EVC	\$216.56
200M E-DIA EVC	200 M Ethernet Dedicated Internet Access EVC	\$264.56
300M E-DIA EVC	300 M Ethernet Dedicated Internet Access EVC	\$302.48
400M E-DIA EVC	400 M Ethernet Dedicated Internet Access EVC	\$335.96
500M E-DIA EVC	500 M Ethernet Dedicated Internet Access EVC	\$365.00
600M E-DIA EVC	600 M Ethernet Dedicated Internet Access EVC	\$383.96
700M E-DIA EVC	700 M Ethernet Dedicated Internet Access EVC	\$398.48
800M E-DIA EVC	800 M Ethernet Dedicated Internet Access EVC	\$413.00
900M E-DIA EVC	900 M Ethernet Dedicated Internet Access EVC	\$431.96
1G E-DIA EVC	1000 M Ethernet Dedicated Internet Access EVC	\$456.56
<b>VoIP Ethernet Virtual Circuits</b>		
1M V-EVC	1 M VoIP Ethernet Virtual Circuit	\$38.46
1.5M V-EVC	1.5 M VoIP Ethernet Virtual Circuit	\$57.80
3M V-EVC	3 M VoIP Ethernet Virtual Circuit	\$96.49
5M V-EVC	5 M VoIP Ethernet Virtual Circuit	\$139.61
10M V-EVC	10 M VoIP Ethernet Virtual Circuit	\$193.80
20M V-EVC	20 M VoIP Ethernet Virtual Circuit	\$299.20
30M V-EVC	30 M VoIP Ethernet Virtual Circuit	\$334.02
40M V-EVC	40 M VoIP Ethernet Virtual Circuit	\$368.24
45M V-EVC	45 M VoIP Ethernet Virtual Circuit	\$410.20
50M V-EVC	50 M VoIP Ethernet Virtual Circuit	\$445.02
60M V-EVC	60 M VoIP Ethernet Virtual Circuit	\$525.97
70M V-EVC	70 M VoIP Ethernet Virtual Circuit	\$566.45
80M V-EVC	80 M VoIP Ethernet Virtual Circuit	\$602.76
90M V-EVC	90 M VoIP Ethernet Virtual Circuit	\$629.24
100M V-EVC	100 M VoIP Ethernet Virtual Circuit	\$647.40

4. All other provisions of the Agreement, approved by the Governor and Executive Council on May 3, 2017 item #104, shall remain in full force and effect.

CONSOLIDATED COMMUNICATIONS  
ENTERPRISE SERVICES, INC. D/B/A  
CONSOLIDATED COMMUNICATIONS

STATE OF NEW HAMPSHIRE

By: DocuSigned by:  
Steve Childers  
ETC2631A5870481...

Steve Childers  
(Print Name)

Title: Chief Financial officer

Date: 4/11/2022

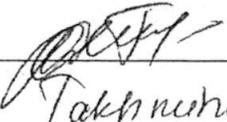
By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 5-9-22

OFFICE OF THE ATTORNEY GENERAL

By:   
Takhnaha Rakhneva  
(Print Name)

Title: Assistant Attorney General

Date: 5/10/22

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

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

\_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

State of New Hampshire  
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on February 07, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 605307

Certificate Number : 0005755453



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed area.

David M. Scanlan  
Secretary of State

**ACTION BY UNANIMOUS  
WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS  
OF  
CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.**

**APRIL 8, 2022**

THE UNDERSIGNED, being all of the members of the Board of Directors of Consolidated Communications Enterprise Services, Inc., a Delaware corporation (the "Company") does hereby consent to the taking of, and hereby take the following actions:

WHEREAS, the Company and the State of New Hampshire, Department of Administrative Services (the "State") have entered into that certain Contract #8002167 for Carrier Ethernet Services dated May 3, 2017 (the "Contract"); and

WHEREAS, the Company and the State wish to amend the Contract in accordance with Section 18 thereof;

NOW THEREFORE, be it, and it hereby is:

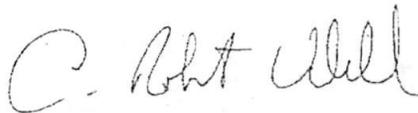
RESOLVED, that Steven L. Childers, Chief Financial Officer and Treasurer of the Company, is hereby authorized to do and perform all such acts and things, and to execute and deliver any amendment of or other documents related to the Contract, and to take all such other actions as he may deem necessary or advisable to carry out the intent and purpose of the foregoing; and be it further

RESOLVED, 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 written consent.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of the day first set forth above.

CONSOLIDATED COMMUNICATIONS ENTERPRISE  
SERVICES, INC.



By: C. Robert Udell Jr.



By: Steven L. Childers



By: Garrett Van Osdell

*Being all of the members of the Board of Directors*



104 *JB*



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

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

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

April 18, 2017

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a contract with Enhanced Communications of Northern New England, DBA Fairpoint, Inc., 770 Elm St., Floor 1, Manchester, NH 03101, vendor #278036, for Carrier Ethernet Services in an amount not to exceed \$2,800,000.00 in total for the term of the contract. The term shall be for five years beginning with Governor and Council approval and ending on May 31, 2022. This contract will replace the existing contract for Carrier Ethernet Services which was approved by Governor and Executive Council on May 23, 2012, Item #23C, which expires on May 9, 2017.

Funding is provided through the Department of Information Services Telecommunications funds: 010-003-5213-0300-039. Costs shall be invoiced back to requesting agencies with funding provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific appropriation to cover the requested expenditure.

**EXPLANATION**

On December 15, 2016, the Bureau of Purchase & Property issued RFB #1945-17 for Carrier Ethernet Services. On January 9, 2017, three compliant bid responses were received. Bids were evaluated on the basis of the bidders' lowest monthly cost meeting specifications. Enhanced Communications of Northern New England was the lowest cost for services meeting specifications. The current monthly spend is \$87,000.00 and the proposed contract monthly expenditure is approximately \$37,000.00, providing an approximate monthly cost savings of \$50,000.00.

The proposed contract will provide statewide Carrier Ethernet services for continued operations of the State data network, supporting all agencies. The reduced cost offered by the contractor will allow increased bandwidth within current funding models. The contract will also increase dependability by requiring that all data circuits providing 5Mbps or greater service be

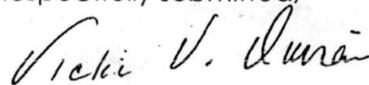
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
April 18, 2017  
Page 2 of 2

supported by layer 1 fiber optic cable. The not-to-exceed amount of \$2,800,000.00 was set at five (5) percent per year over the base bid to provide for future increased circuit expansion and speed of service that will result in additional increased efficiency of operations in state government.

Attached please find a copy of the commercial pricing sheet and tabulation of bids.

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

Respectfully submitted,



Vicki V. Quiram  
Commissioner

**Carrier Ethernet Service - Port & Access**

		Current Rates	Monthly Current Ext.	New Circuit Charge	New Circuit Charge Ext	Charge per Mbps	New Rate	Monthly New Rate Ext	Unit Rate % Savings	Monthly Cost Savings
Quantity	Product in M UNI									
65	1	\$150.00	\$9,750.00	\$67.63	\$4,395.95	\$24.70	\$68.01	\$4,420.65	55%	\$5,329.35
104	1.5	\$200.00	\$20,800.00	\$101.63	\$10,569.52	\$61.18	\$102.20	\$10,630.70	49%	\$10,169.30
25	3	\$283.00	\$7,075.00	\$127.23	\$3,180.75	\$28.50	\$128.37	\$3,209.25	55%	\$3,865.75
25	5	\$409.00	\$10,225.00	\$183.91	\$4,597.75	\$47.50	\$185.81	\$4,645.25	55%	\$5,579.75
22	10	\$566.00	\$12,452.00	\$254.75	\$5,604.50	\$83.60	\$258.55	\$5,688.10	55%	\$6,763.90
10	20	\$952.00	\$9,520.00	\$269.87	\$2,698.70	\$76.00	\$277.47	\$2,774.70	71%	\$6,745.30
1	30	\$1,061.00	\$1,061.00	\$300.89	\$300.89	\$11.40	\$312.29	\$312.29	71%	\$748.71
2	50	\$1,415.00	\$2,830.00	\$401.25	\$802.50	\$38.00	\$420.25	\$840.50	71%	\$1,989.50
2	100	\$2,059.00	\$4,118.00	\$583.73	\$1,167.46	\$76.00	\$621.73	\$1,243.46	70%	\$2,874.54
2	150	\$2,148.00	\$4,296.00	\$609.08	\$1,218.16	\$114.00	\$666.08	\$1,332.16	69%	\$2,963.84
1	200	\$2,313.00	\$2,313.00	\$655.61	\$655.61	\$76.00	\$731.61	\$731.61	69%	\$1,581.39
1	500	\$2,514.00	\$2,514.00	\$681.37	\$681.37	\$190.00	\$871.37	\$871.37	66%	\$1,642.63
<b>Total</b>		<b>\$14,070.00</b>	<b>\$86,954.00</b>	<b>\$4,236.95</b>	<b>\$35,873.16</b>	<b>\$826.88</b>	<b>\$4,643.74</b>	<b>\$36,700.04</b>		<b>\$50,253.96</b>

**Notes:**

1. The initial term of the contract is for five(5) years... for comparison purposes assuming no expansion and/or increase in service speed in year one cost savings of approximately \$600,000.00 would be achieved. Assuming 5% expansion and/or increase in service speed in year one cost savings of approximately \$570,000.00 would be achieved
2. Circuit Quantities and/or speed service are expected to increase during the term of contract ... the PO threshold assumes 5% growth during each year of the five year contract term-recommended **PO total Not To Exceed \$2,800,000.00**
3. The above cost savings calculations are based on the present number of Circuit Quantities and the new rates listed above...it is a monthly projected cost.
4. Recommend award to the Incumbent Fairpoint ... they are the low bidder and are technically compliant

1/9/2017

RBL

RFB 1946-17

Statewide Contract for  
Ethernet Services

QTY

DESCRIPTION	Fixed Cost Per Month	Qty.	Extended Cost (a)	186 Communications	First Light	FairPoint	Comcast Business	NO BID
<b>Circuits at Rated MBPS</b>								
<b>1.0 Mbps</b>								
Circuit Charge (All Locations):	\$ Per Circuit	65	\$	\$ 16,900.00	\$ 17,875.00	\$ 4,395.95	Non-Compliant	Acom Recording Solns
Standard Charge per Mbps	\$	65	\$			\$ 24.70		
Additional Mapping to second Head End Circuit	\$	0	\$					
<b>1.5 Mbps</b>								
Circuit Charge (All Locations):	\$	104	\$	\$ 27,650.00	\$ 28,600.00	\$ 10,569.52		
Standard Charge per Mbps	\$	161	\$			\$ 61.18		
Additional Mapping to second Head End Circuit	\$	0	\$					
<b>3.0 Mbps</b>								
Circuit Charge (All Locations):	\$	25	\$	\$ 7,500.00	\$ 6,875.00	\$ 3,180.75		
Standard Charge per Mbps	\$	75	\$			\$ 28.50		
Additional Mapping to second Head End Circuit	\$	5	\$	\$ 175.00				
<b>5.0 Mbps</b>								
Circuit Charge (All Locations):	\$	25	\$	\$ 7,875.00	\$ 6,875.00	\$ 4,597.75		
Standard Charge per Mb/s	\$	125	\$			\$ 47.50		
Additional Mapping to second Head End Circuit	\$	5	\$	\$ 175.00				
<b>10 Mbps</b>								
Circuit Charge (All Locations):	\$	22	\$	\$ 8,030.00	\$ 6,050.00	\$ 5,604.60		
Standard Charge per Mb/s	\$	220	\$			\$ 83.60		
Additional Mapping to second Head End Circuit	\$	5	\$	\$ 225.00				
<b>Circuits at Rated MBPS</b>								
<b>20 Mbps</b>								
Circuit Charge (All Locations):	\$ Per Circuit	10	\$	\$ 5,650.00	\$ 3,600.00	\$ 2,698.70		
Standard Charge per Mbps	\$	200	\$			\$ 76.00		
Additional Mapping to second Head End Circuit	\$	5	\$	\$ 300.00				
<b>30 Mbps</b>								
Circuit Charge (All Locations):	\$	1	\$	\$ 565.00	\$ 390.00	\$ 300.89		
Standard Charge per Mb/s	\$	30	\$			\$ 11.40		
Additional Mapping to second Head End Circuit	\$	1	\$	\$ 60.00				
<b>50 Mbps</b>								
Circuit Charge (All Locations):	\$	2	\$	\$ 1,300.00	\$ 840.00	\$ 602.50		
Standard Charge per Mb/s	\$	100	\$			\$ 38.00		
Additional Mapping to second Head End Circuit	\$	2	\$	\$ 180.00				
<b>100 Mbps</b>								
Circuit Charge (All Locations)::	\$	2	\$	\$ 1,550.00	\$ 920.00	\$ 1,167.46		
Standard Charge per Mbps	\$	200	\$			\$ 76.00		
Additional Mapping to second Head End Circuit	\$	2	\$	\$ 260.00				
<b>150 Mbps</b>								
Circuit Charge (All Locations)::	\$	2	\$	\$ 1,650.00	\$ 1,070.00	\$ 1,218.16		
Standard Charge per Mbps	\$	300	\$			\$ 114.00		
Additional Mapping to second Head End Circuit	\$	2	\$	\$ 300.00				
<b>Circuits at Rated MBPS</b>								
<b>200 Mbps</b>								
Circuit Charge (All Locations)::	\$	1	\$	\$ 865.00	\$ 630.00	\$ 655.61		
Standard Charge per Mbps	\$	200	\$			\$ 76.00		
Additional Mapping to second Head End Circuit	\$	1	\$	\$ 165.00				
<b>500 Mbps</b>								
Circuit Charge (All Locations)::	\$	1	\$	\$ 925.00	\$ 875.00	\$ 681.37		
Standard Charge per Mbps	\$	500	\$			\$ 190.00		
Additional Mapping to second Head End Circuit	\$	1	\$	\$ 180.00				
<b>Monthly Cost Bid:</b>				\$	\$ 82,480.00	\$ 74,600.00	\$ 36,700.04	
<b>Annual Cost for Bid Award:</b>				\$	\$989,760.00	\$895,200.00	\$440,400.00	
<b>Annualized Cost Savings vs Current Monthly Spend x 12 months:</b>						\$603,047.00		



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

Denis Goulet  
Commissioner

March 16, 2017

Vicki V. Quiram, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street – Room 120  
Concord, NH 03301

Dear Commissioner Quiram:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Enhanced Communications of Northern New England, of Manchester, NH as described below and referenced as DoIT No. 2017-059.

This is a request to complete a contract that will result in continued operation of the State of New Hampshire data network, supporting all State agencies. Reduced cost offered by the contractor will allow increased bandwidth within current funding models. The contract will also increase dependability by requiring that all data circuits providing 5MBPS or greater service will be supported by layer 1 fiber optic cable.

The funding amount is not to exceed \$2,800,000 and the contract shall become effective upon Governor and Council approval through May 31, 2022.

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

Sincerely,

  
Denis Goulet

DG/kaf  
Contract #2017-059

cc: Wendy Pouliot, Director, DoIT operations

Subject: CARRIER ETHERNET SERVICES

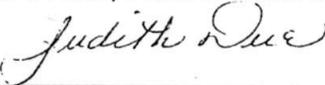
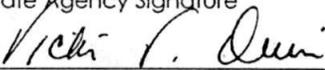
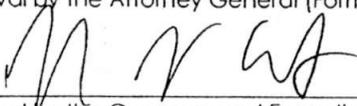
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Enhanced Communications of Northern New England, Inc.		1.4 Contractor Address 770 Elm St., Manchester, NH 03101	
1.5 Contractor Phone Number 603 656-8022	1.6 Account Number	1.7 Completion Date 5/31/2022	1.8 Price Limitation \$2,800,000.00
1.9 Contracting Officer for State Agency  Robert B. Lawson		1.10 State Agency Telephone Number  (603) 271-3147	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory  Peter G. Nixon, Executive Vice President Revenue and External Affairs	
1.13 Acknowledgement: State of <i>North Carolina</i> County of <i>Mecklenburg</i>  On April 5, 2017, 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 and Title of Notary or Justice of the Peace  JUDITH DUE			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 4/14/17			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials                       
Date 4-5-12

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**1. INTRODUCTION**

Enhanced Communications of Northern New England, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Carrier Ethernet Services in accordance with the bid/proposal submission in response to State Request for Bid #1945-17 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 1945-17

**3. TERM OF CONTRACT**

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

The Contract may be extended for an additional two (2) two-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed nine (9) years.

**4. SCOPE OF WORK**

This Contract is to establish an agreement to provide Carrier Ethernet Services to the State of New Hampshire as described herein.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.



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

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

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

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

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

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

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

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

## **5. TERMINATION**

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

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #1945-17, as described herein, and under the terms of this Contract.

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

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

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

**8. CONFIDENTIALITY & CRIMINAL RECORD**

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

**9. INSURANCE**

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

**10. SCOPE OF SERVICES**

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

Contractor shall have a proven methodology of support services ensuring the delivery of high quality Carrier Ethernet Services including metrics defined within this Contract.

**Contractor Staff:**

The Contractor shall provide a contract manager and key Staff for the administration of this contract as noted below.

**Security Review**

Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee shall obtain a criminal history record review from the Department of Safety, Division of State Police, Criminal Records Unit. (See <https://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/index.html> for details.) *The State reserves the right to deny any Contractor employee with a criminal history to be allowed on a job site.* These terms are inclusive of any subcontractor or other personnel

providing services at State facilities. Employee agreements allowing background checks and any associated costs to obtain the review will be exclusively the responsibility of the Contractor. The Contractor shall provide proof of no records found to the Department of Information Technology, Office of Statewide Telecommunications 5 days prior to the employee arrival at any worksite.

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

**Project Manager:** The Contractor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor shall identify the Project Manager prior to the beginning of the project. The Project Manager shall be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond questions and address service issues. The Project Manager or alternate shall respond to any calls within two (2) hours of inquiries from the State, and be at the State site as needed. The Project Manager shall provide complete oversight of the project inclusive of best industry practice implementation, schedule development, site surveys, reporting, organization of weekly status meetings and cutover coordination of each and every circuit installation. The Project Manager shall be qualified to perform the obligations required of the position under the Contract. The Contractor's selection of a Project Manager will be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

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

**Account Management:** Order provisioning personnel for the acceptance of State service and repair requests. Personnel shall be completely aware of Contractor services, and fully capable of relating such services to State needs. The Contractor shall interpret State Telecommunications Service Request (TSRs) or repairs, speak with State contacts to define service needs and complete any documentation necessary for the Contractor in order to complete service implementation. All requested circuits shall be installed within 30 days of individual circuit request.

**Financial Representative:** The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and

data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the Contract.

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

**Engineering Support:** Contractor shall provide configuration technical support to the State for circuit implementation, circuit service changes, upgrades, future changes/reconfiguration and best practice development and deployment.

**Field Installation Staff:** Contractor shall provide staff to assist in the transition of network circuits from the current contractor to new contractor services. Staff duties shall include: Contractor circuit related cabling, patch panel connection and patching to State hardware (patch panel and router), and downloading of router interface parameters, all under remote supervision of DoIT employees. Field Installation Staff shall also verify circuit connectivity and performance in association with DoIT engineers.

**Single Point of Contact:** The Contractor shall serve as the Single Point of Contact for the State for all maintenance issues regarding Contractor services. This shall be inclusive of any and all additional TSR releases, repair releases and reports releases. The State shall not be responsible to directly contract third party contractors or Contractor partners. Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

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

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

**Computer Access and Use Agreement:** Contractor and its employees assigned to this Project shall sign a "Computer Access and Use Agreement." The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information. Personnel assigned to the State shall be available to work immediately upon contract commencement.

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

**Contractor Employee Reassignment:** The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) whose

actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

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

**Network Operations and Customer Service Centers:** Contractor shall support all services through a Network Operations Center (NOC) and Customer Service Center (CSC). Centers shall be available to the State 24 hours per day, 7 days a week via a toll free number and e-mail. NOC and CSC shall utilize trouble and order tracking systems, reportable to the State, support all activities as noted below. Issue numbers shall be originated by the Contractor, and e-mailed to the State within 15 minutes of issue of service work being released to the Contractor.

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

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

#### **State Agency Project/Status Meetings**

The Contractor shall participate in project and/or status meetings with State employees (or designees) during the term of this Contract, as required by the State. It is anticipated that the beginning of the project will require, at a minimum, weekly project/status meetings.

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

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

## SERVICE REQUIREMENTS

**Metro Ethernet Forum (MEF) 6.2 or most recent version:** Contractor shall provide Carrier Ethernet 2.0 Services complying with MEF 6.2 or most recent Metro Ethernet Forum release as follows:

**CE 2.0 E-Line Services:** CE 2.0 EPL and EVPL services to create a broad range of point-to-point services with dedicated UNIs, open transparency such that Service Frames are identical at both the source and destination UNIs. All-to-one bundling at the UNIs minimizes the coordination between the Subscriber and Service Provider on the definition of the CE-VLAN ID/EVC Map at each UNI. The CE 2.0 EVPL service shall allow for service multiplexing and bundling enabling the support of multiple EVCs at the UNI and the mapping of more than one CE-VLAN ID per EVC.

**CE 2.0 E-LAN Services:** CE 2.0 EP-LAN and EVP-LAN services used to create a broad range of multipoint-to-multipoint services.

**A CE 2.0 EP-LAN:** Use of dedicated UNIs with a high degree of transparency such that Service Frames are identical at both the source and destination UNIs. All-to-one bundling at the UNIs minimizes the coordination between the Subscriber and Service Provider on the definition of the CE-VLAN ID/EVC Map at each UNI.

**A CE 2.0 EVP-LAN:** Service shall allow for service multiplexing and bundling enabling the support of multiple EVCs at the UNI and the mapping of more than one CE-VLAN ID per EVC.

**A CE 2.0 E-Tree Services:** CE 2.0 EP-Tree and EVP-Tree services which can be used to create a broad range of rooted-multipoint services.

**A CE 2.0 EP-Tree Service:** Dedicated root and leaf UNIs providing a high degree of transparency such that Service Frames are identical at both the source and destination UNIs. All-to-one bundling at the UNIs minimizes the coordination between the Subscriber and Service Provider on the definition of the CE-VLAN ID/EVC Map at each UNI.

**A CE 2.0 EVP-Tree Service:** Allows use of root and leaf UNIs and allows for service multiplexing and bundling enabling the support of multiple EVCs at the UNI and the mapping of more than one CE-VLAN ID per EVC.

**Service Quantity:** The State shall determine the quantity required of any service offered by the Contractor.

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

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

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

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

Any call to the Contractor shall be returned within 15 minutes of initial request. Contractor shall pursue a solution to service issues within two (2) hours of request. Circuit issues not resolved within four (4) hours of request shall become critical to the State, and require continued work to satisfy maintenance issues under Emergency Maintenance requirements. Contractor shall NOT limit daily work to eight (8) hours per day when addressing maintenance issues, requiring the Contractor to continue work beyond business hours until circuit connectivity is restored.

**Emergency Maintenance:** The Contractor shall provide emergency maintenance for those network services designated by the State as important to the function of the State. The State shall designate the critical nature of the circuit at the time of notification. Inclusive of those problems shall be any problem restricting individual office operations and/or connectivity outside of the office in any and all respects. All such reports shall be remotely tested by the Contractor within 30 minutes of report, with repairs initiated within the hour. If services are not restored within two hours of report, second level support shall be obtained through the Contractor. Contractor shall not limit daily work to eight (8) hours per day when addressing any issues requiring the Contractor to continue work beyond business hours until circuit connectivity is restored. Include a complete description of Contractor procedures in the Narrative response.

**Routine Maintenance Requirements:** The Contractor shall provide routine maintenance for those network services designated by the State as routine maintenance services. Such services shall include, but are not limited to any problem regarding a single application while other applications remain operable. The Contractor shall test the aforementioned service within two hours of report and repairs initiated within 4 hours. Any routine maintenance may be escalated to Emergency Maintenance at any time requested by the State.

**Initial Installations:** The Contractor shall replace any and all Carrier Ethernet services currently provided to the State by the incumbent Contractor. All such circuits shall be replaced in kind or at a greater bandwidth as designated by the State. All such installations shall be complete prior to 5/9/2017. It is the intent of the State to have the Contractor install circuits on a graduated basis over the period of time from Contract award to the final 5/9/17 completion date.

**Additional Installations:** Services shall be installed on a per request basis. Any circuit requested after the initial completion of the State network shall be installed within 30 days of release of request to the Contractor.

  
4-5-17

Within 5 days of request to install at any service location, Contractor shall review the site to insure adequate service availability. The Contractor shall report back to the State in writing the results of the review within 5 business days after site review, verifying the installation date.

The State shall be allowed up to five (5) business days after Contractor installation and release to test and verify services. Contractor shall not bill for services during this timeframe. Contractor shall not bill for services if the installation fails to operate properly per the requirements noted within this document.

The Contractor shall not charge a onetime fee for the installation of any circuits.

**Circuit and Interface Troubleshooting:** Contractor shall provide first level State internal network related problem determination assistance at no fee. At a minimum, the Contractor shall demonstrate any related problem is not due to the Contractor's services/equipment. No fees shall be billed to the State regarding problem determination, or other services.

Contractor will work with the State Project team to provide procedures for circuit acceptance.

**Installation Spreadsheet:** The Contractor shall provide information identifying installations in agreed upon state required table formats. Tables shall contain circuit numbers, physical terminating points, programmed options, terminating equipment, switching operations and any other information required to locate, troubleshoot or replace circuits. Tables shall be provided within 30 days of complete installation of the first circuit installed, and be updated on a monthly basis.

**Post Implementation Review:** The State shall be allowed five (5) days after Contractor installation of each circuit to review and accept each installation to insure installation and circuit performance within the specification defined within this document.

**Test Plans:** The Contractor shall provide complete test plans defining how the Contractor will test individual circuit installations and provide written documentation on the test results for each circuit. The Contractor is solely responsible to troubleshoot circuit problems related to installation services. The State's final test will deem the final acceptance of service.

**Standards and Performance:** Carrier Ethernet service shall service multiplex based frame 802.1q VLAN value multiple E-LAN and E-Line services over the same customer port (UNI). Carrier Ethernet Service shall support Jumbo Frames (a minimum of 1508 bytes up to 9000 bytes) and preserve customer MPLS tags.

**QOS:** Contractor shall provide the ability to differentiate up to four levels of QoS based on level of service. Contractor shall recognize and act on State Traffic Mappings.

**POP:** Contractor shall provide local access and support throughout the State and provide network Point of Presence to all Central Office centers in NH.

**Incremental Circuit Bandwidth:** Contractor shall provide Circuits with incremental bandwidth steps up to 1 Gbps. Concord locations shall allow up to 10 Gbps. Services shall be available to be provisioned at all levels up to 500Mbps at the time of bid response to be considered a valid offering and bid response. Concord locations shall allow up to 10 Gbps.

**Multiplexing to Access Link:** Carrier Ethernet service shall support service multiplexing of all service types as defined within the Carrier Ethernet 2.0 Service compliance with MEF 6.1 over a single access link and customer access port (UNI).

**802.1q:** Carrier Ethernet service shall service multiplex based on frame 802.1q VLAN value multiple E-LAN and E-Line services over the same customer port (UNI).

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

**Dependability:** All services shall be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

**Service Interface:** Contractor shall provide fiber to the doorstep for all locations receiving 5Mbps or faster data service. End user interface shall be an RJ45 metallic Ethernet interface.

**Proactive Contractor Maintenance:** Contractor shall perform OS upgrades, hardware upgrades and general service maintenance on a routine basis. The State shall be advised in writing, 10 days in advance of service interruptions. Emergency service updates may be performed next business day upon one (1) business day notification to the State. The State shall determine the time and day of any interruption of service. No costs shall be charged for Contractor maintenance.

The above maintenance notification windows do not apply to trouble response issues.

**Performance Monitoring by State:** Contractor shall provide a Performance Monitoring package. All Tests shall include a detailed document that shows all standards based tests that were run and their values as a proof of satisfactory completion prior to acceptance of the product by the State and ensued billing.

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

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

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

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

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

**MONITORING PER IAW ITU Y.1731 AND IETF RFC 2544:** Contractor shall provide standards based Carrier Ethernet performance monitoring per the latest revision standards. Contractor shall provide an Internet web portal where performance monitoring statistics are available for State review.

Contractor shall provide manufacturer specifications of equipment used to provide customer and Contractor testing access to equipment.

Contractor shall monitor, report and commence repair of any base (bonded) circuit which may be in partial or total failure. The State shall be advised of the detected failure, the nature of the failure, and the estimated time to correct the failure. The Contractor shall define within their response, how monitoring will be accomplished.

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

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

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

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

### **PROOF OF CONCEPT (POC)**

Prior to award of contract, the Contractor shall agree to a 14 calendar day service trial defined as a Proof of Concept (POC), allowing the State to verify Contractor services. The State shall incur no charges for POC activities, inclusive of installation, monthly charges, hardware and software.

A total of 28 calendar days shall be allotted for the combined installation and trial period, beginning on the date of contract award by the Governor and Executive Council and ending 28 calendar days thereafter. Contractor failure to complete a POC per the specifications within this document shall negate the award and any impending contract with the Contractor.

Contractor shall install four (4) branch circuits and one (1) 500 Mbps "head end" service allowing connectivity from any of four "remote" sites to the head end site. Although it is intended that the State utilize POC circuits during the Contract, the State may require circuit replacement, increased speeds or removal after the completion of the POC.

Circuits shall be installed as follows:

- 500 Mbps head end circuit located at: 27 Hazen Drive, Concord N.H.
- 20 Mbps tail circuit located at 40 Terrill Park Drive, Concord, NH
- 20 Mbps tail circuit located at 1050 Perimeter Road, Manchester, NH
- 5 Mbps tail circuit located at 85 Mechanic Street, Lebanon, NH
- 5 MBPS tail circuit located at 65 Beacon Street West, Laconia, NH

Contractor shall propose a detailed POC testing procedure to verify all applicable requirements. The State shall review the test procedure and request modifications as necessary to insure complete in service testing. Test procedure shall include the following items:

Connectivity for all State applications and routing protocols;

Verification of all service performance requirements, including uptime, failover, dual mappings, performance monitoring, etc.

Evidence that performance is not degraded, packets are not lost, excess latency does not occur and jitter does not create instability during Traffic simulation at 80% of the circuit Committed Information Rate (CIR);

Quality of Service markings are preserved and acted upon throughout the Contractor network, and;

Successful display of Contractor Help Desk performance and escalation path in a simulated outage.

All circuits shall remain in full operation subsequent to the POC and acceptance by the State.

Head end circuit shall remain at 500 Mbps bandwidth and not be billed to the State until the entire network is installed and fully operational.

The Contractor has included individual pricing for all services specified within this Contract. The Contractor shall not impose any additional charges for items not specified in this contract.

The Contractor shall insure guaranteed connectivity via Carrier Ethernet connection at all locations and designated bandwidths as noted within the Appendix A Location Qualification Table.

The State shall be allowed up to five (5) business days after Contractor installation and release to test and verify services. Contractor shall not bill for services during this timeframe. Contractor shall not bill for services if the installation fails to operate properly per the requirements noted within this document.

The Contractor shall not charge a onetime fee for the installation of any services and or build out.

Contractor shall provide staff to assist in the transition of network circuits from the current contractor to new contractor services. Staff duties shall include: Contractor circuit related cabling, patch panel connection and patching to State hardware (patch panel and router), and downloading of router interface parameters, all under remote supervision of DoIT employees. Field Installation Staff shall also verify circuit connectivity and performance in association with DoIT engineers. Staff assistance shall not be billed to the State.

The State currently utilizes five (5) primary networks, each with its own independent head end. The head end costs for each individual network shall not be billed to the State until all circuits for that network are installed and fully functional. Individual branch (tail) circuits may be billed once operational and proven fully functional by the State. Networks and head end circuits are as follow:

Network Name	Head End Location	Head End Throughput
DOS	33 Hazen Drive, Concord	200 M
NHLC	27 Hazen Drive, Concord	150 M
DOC	27 Hazen Drive, Concord	30 M
NHES	45 South Fruit Street, Concord	100 M
Shared	27 Hazen Drive, Concord	500 M

No travel expenses nor equipment delivery charges shall be billed to nor paid by the State.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M local time unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

Sub-contractors shall be pre-approved by the State prior to performing any work.

#### **11. WARRANTY REQUIREMENTS**

The successful Contractor (shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Carrier Ethernet services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$2,800,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as May 31, 2022.

**2. PRICING STRUCTURE**

See Pricing Table below.

**3. INVOICE**

Itemized invoices shall be submitted to requesting agency after the completion of a monthly service and shall include a brief description of services provided and service location.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

FairPoint shall deliver electronic summary billing as currently supported through current FairPoint Carrier Ethernet (Contract No. 8001176) and Telephone & Data Communications Service (Contract No. 8001707) contracts. The State shall pay the amount due for the particular month that the bill is issued as defined in the field entitled TOTAL\_NEW\_CHARGES\_AMOUNT contained in the SUMMARY file.

FairPoint Communications shall provide final billing data to the Department of Information Technology in an electronic format that has been reconciled by FairPoint Communications and/or their agents prior to delivery to the State.

**4. PAYMENT**

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

**PRICING TABLE**

Contractor shall provide services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

Access Circuit	Description/Reason	Fixed Cost Per Month (Each)
1M UNI	1 M Carrier Ethernet Port & Access Circuit	\$67.63
1.5M UNI	1.5 M Carrier Ethernet Port & Access Circuit	\$101.63
3M UNI	3 M Carrier Ethernet Port & Access Circuit	\$127.23
5M UNI	5 M Carrier Ethernet Port & Access Circuit	\$183.91
10M UNI	10 M Carrier Ethernet Port & Access Circuit	\$254.75
20M UNI	20 M Carrier Ethernet Port & Access Circuit	\$269.87
30M UNI	30 M Carrier Ethernet Port & Access Circuit	\$300.89
40M UNI	40 M Carrier Ethernet Port & Access Circuit	\$331.92
45M UNI	45 M Carrier Ethernet Port & Access Circuit	\$370.23
50M UNI	50 M Carrier Ethernet Port & Access Circuit	\$401.25
60M UNI	60 M Carrier Ethernet Port & Access Circuit	\$474.24
70M UNI	70 M Carrier Ethernet Port & Access Circuit	\$510.74
80M UNI	80 M Carrier Ethernet Port & Access Circuit	\$543.59
90M UNI	90 M Carrier Ethernet Port & Access Circuit	\$567.30
100M UNI	100 M Carrier Ethernet Port & Access Circuit	\$583.73
150M UNI	150 M Carrier Ethernet Port & Access Circuit	\$609.08
200M UNI	200 M Carrier Ethernet Port & Access Circuit	\$655.61
300M UNI	300 M Carrier Ethernet Port & Access Circuit	\$684.41
400M UNI	400 M Carrier Ethernet Port & Access Circuit	\$704.36
500M UNI	500 M Carrier Ethernet Port & Access Circuit	\$681.37
600M UNI	600 M Carrier Ethernet Port & Access Circuit	\$715.13
700M UNI	700 M Carrier Ethernet Port & Access Circuit	\$740.44
800M UNI	800 M Carrier Ethernet Port & Access Circuit	\$749.73
900M UNI	900 M Carrier Ethernet Port & Access Circuit	\$775.47
1G UNI	1000 M Carrier Ethernet Port & Access Circuit	\$801.63
2G UNI	2000 M Carrier Ethernet Port & Access Circuit	\$1,000.22
2.5G UNI	2500 M Carrier Ethernet Port & Access Circuit	\$1,037.04
3G UNI	3000 M Carrier Ethernet Port & Access Circuit	\$1,118.12
4G UNI	4000 M Carrier Ethernet Port & Access Circuit	\$1,347.64
5G UNI	5000 M Carrier Ethernet Port & Access Circuit	\$1,460.32
10G UNI	10000 M Carrier Ethernet Port & Access Circuit	\$2,000.43
<b>Ethernet Virtual Circuits</b>		
1M EVC	1 M ELAN or ELINE EVC with Multi-Class of service	\$28.92
1.5M EVC	1.5 M ELAN or ELINE EVC with Multi-Class of service	\$43.46
3M EVC	3 M ELAN or ELINE EVC with Multi-Class of service	\$72.55
5M EVC	5 M ELAN or ELINE EVC with Multi-Class of service	\$104.87
10M EVC	10 M ELAN or ELINE EVC with Multi-Class of service	\$145.26
20M EVC	20 M ELAN or ELINE EVC with Multi-Class of service	\$219.46

Contractor Initials   
 Date 4-5-17

30M EVC	30 M ELAN or ELINE EVC with Multi-Class of service	\$244.68
40M EVC	40 M ELAN or ELINE EVC with Multi-Class of service	\$269.90
45M EVC	45 M ELAN or ELINE EVC with Multi-Class of service	\$301.06
50M EVC	50 M ELAN or ELINE EVC with Multi-Class of service	\$326.28
60M EVC	60 M ELAN or ELINE EVC with Multi-Class of service	\$385.63
70M EVC	70 M ELAN or ELINE EVC with Multi-Class of service	\$415.31
80M EVC	80 M ELAN or ELINE EVC with Multi-Class of service	\$442.02
90M EVC	90 M ELAN or ELINE EVC with Multi-Class of service	\$461.30
100M EVC	100 M ELAN or ELINE EVC with Multi-Class of service	\$474.66
150M EVC	150 M ELAN or ELINE EVC with Multi-Class of service	\$495.88
200M EVC	200 M ELAN or ELINE EVC with Multi-Class of service	\$533.75
300M EVC	300 M ELAN or ELINE EVC with Multi-Class of service	\$557.20
400M EVC	400 M ELAN or ELINE EVC with Multi-Class of service	\$573.43
500M EVC	500 M ELAN or ELINE EVC with Multi-Class of service	\$582.46
600M EVC	600 M ELAN or ELINE EVC with Multi-Class of service	\$611.32
700M EVC	700 M ELAN or ELINE EVC with Multi-Class of service	\$632.95
800M EVC	800 M ELAN or ELINE EVC with Multi-Class of service	\$640.90
900M EVC	900 M ELAN or ELINE EVC with Multi-Class of service	\$662.89
1G EVC	1000 M ELAN or ELINE EVC with Multi-Class of service	\$685.26
2 GIG	2000 M ELAN or ELINE EVC with Multi-Class of service	\$858.34
2.5 GIG	2500 M ELAN or ELINE EVC with Multi-Class of service	\$959.51
4 Gig	4000 M ELAN or ELINE EVC with Multi-Class of service	\$1,156.48
5 Gig	5000 M ELAN or ELINE EVC with Multi-Class of service	\$1,253.16
10 Gig	10000 M ELAN or ELINE EVC with Multi-Class of service	\$1,716.66
<b>Ethernet Dedicated Internet</b>		
1M E-DIA	1 M Ethernet Dedicated Internet Access EVC	\$40.32
1.5M E-DIA	1.5 M Ethernet Dedicated Internet Access EVC	\$60.86
3M E-DIA	3 M Ethernet Dedicated Internet Access EVC	\$107.95
5M E-DIA	5 M Ethernet Dedicated Internet Access EVC	\$152.27
10M E-DIA	10 M Ethernet Dedicated Internet Access EVC	\$217.86
20M E-DIA	20 M Ethernet Dedicated Internet Access EVC	\$353.26
30M E-DIA	30 M Ethernet Dedicated Internet Access EVC	\$400.08
40M E-DIA	40 M Ethernet Dedicated Internet Access EVC	\$439.10
45M E-DIA	45 M Ethernet Dedicated Internet Access EVC	\$483.46
50M E-DIA	50 M Ethernet Dedicated Internet Access EVC	\$530.28

60M E-DIA	60 M Ethernet Dedicated Internet Access EVC	\$625.03
70M E-DIA	70 M Ethernet Dedicated Internet Access EVC	\$675.71
80M E-DIA	80 M Ethernet Dedicated Internet Access EVC	\$716.22
90M E-DIA	90 M Ethernet Dedicated Internet Access EVC	\$749.82
100M E-DIA	100 M Ethernet Dedicated Internet Access EVC	\$770.22
150M E-DIA	150 M Ethernet Dedicated Internet Access EVC	\$1,082.82
200M E-DIA	200 M Ethernet Dedicated Internet Access EVC	\$1,322.82
300M E-DIA	300 M Ethernet Dedicated Internet Access EVC	\$1,512.42
400M E-DIA	400 M Ethernet Dedicated Internet Access EVC	\$1,679.82
500M E-DIA	500 M Ethernet Dedicated Internet Access EVC	\$1,825.02
600M E-DIA	600 M Ethernet Dedicated Internet Access EVC	\$1,919.82
700M E-DIA	700 M Ethernet Dedicated Internet Access EVC	\$1,992.92
800M E-DIA	800 M Ethernet Dedicated Internet Access EVC	\$2,065.02
900M E-DIA	900 M Ethernet Dedicated Internet Access EVC	\$2,159.82
1G E-DIA	1000 M Ethernet Dedicated Internet Access EVC	\$2,282.82
<b>VoIP Ethernet Virtual Circuits</b>		
1M V-EVC	1 M VoIP Ethernet Virtual Circuit	\$38.46
1.5M V-EVC	1.5 M VoIP Ethernet Virtual Circuit	\$57.80
3M V-EVC	3 M VoIP Ethernet Virtual Circuit	\$96.49
5M V-EVC	5 M VoIP Ethernet Virtual Circuit	\$139.61
10M V-EVC	10 M VoIP Ethernet Virtual Circuit	\$193.80
20M V-EVC	20 M VoIP Ethernet Virtual Circuit	\$299.20
30M V-EVC	30 M VoIP Ethernet Virtual Circuit	\$334.02
40M V-EVC	40 M VoIP Ethernet Virtual Circuit	\$368.24
45M V-EVC	45 M VoIP Ethernet Virtual Circuit	\$410.20
50M V-EVC	50 M VoIP Ethernet Virtual Circuit	\$445.02
60M V-EVC	60 M VoIP Ethernet Virtual Circuit	\$525.97
70M V-EVC	70 M VoIP Ethernet Virtual Circuit	\$566.45
80M V-EVC	80 M VoIP Ethernet Virtual Circuit	\$602.76
90M V-EVC	90 M VoIP Ethernet Virtual Circuit	\$629.24
100M V-EVC	100 M VoIP Ethernet Virtual Circuit	\$647.40

EXHIBIT C  
SPECIAL PROVISIONS

There are no other special provisions of this contract.

Contractor Initials JK  
Date 4-5-17

**EXHIBIT D**

RFB #1945-17 is incorporated here within.

Contractor Initials *AC*  
Date 4-5-17

**APPENDIX A**

**Location Qualification Table**

Contractor shall provide and retain the ability to deliver Carrier Ethernet Services to all locations listed in the following Location Qualification Table. Actual bandwidth requirements and locations may vary throughout New Hampshire; Listings are reflective of current circuit utilization. No minimum consumption is guaranteed. Contractor shall provide fiber to the doorstep for all locations receiving 5Mbps or faster data service. End user interface shall be an RJ45 metallic Ethernet interface. Locations may be added or removed at any time without financial penalty.

AGENCY	PORT SPEED	ADDRESS	CITY
RESOURCES & ECONOMIC DEVELOPMENT	3M	157 DEERFIELD ROAD	ALLENSTOWN
SAFETY	1M	175 AMHERST STREET	AMHERST
LIQUOR COMMISSION	1.5M	46 NORTH MAIN STREET	ASHLAND
SAFETY	5M	16 EAST POINT DRIVE	BEDFORD
SAFETY	1M	55 CONSTITUTION DRIVE	BEDFORD
LIQUOR COMMISSION	1.5M	9 LEAVY DRIVE	BEDFORD
LIQUOR COMMISSION	1.5M	15 OLD STATE ROAD	BELMONT
SAFETY	5M	3 HIGGINS DRIVE	BELMONT
HEALTH AND HUMAN SERVICES	5M	393 HIGH STREET	BENTON
SAFETY	1M	135 GREEN STREET	BERLIN
CORRECTIONS	5M	138 EAST MILAN ROAD	BERLIN
EMPLOYMENT SECURITY	10M	151 PLEASANT STREET	BERLIN
LIQUOR COMMISSION	1.5M	17 PLEASANT STREET	BERLIN
HEALTH AND HUMAN SERVICES	5M	650 MAIN STREET	BERLIN
DEPARTMENT OF SAFETY	3M	80 RAY BURTON DRIVE	BETHLEHEM
SAFETY	1M	12 ROBINSON ROAD	BOW
SAFETY	1M	101 NORTH ROAD	BRENTWOOD
LIQUOR COMMISSION	1.5M	20 LAKE STREET	BRISTOL
LIQUOR COMMISSION	1.5M	44A ROUTE 13	BROOKLINE
LIQUOR COMMISSION	1.5M	25 VINTINNER ROAD	CAMPTON
SAFETY	20M	549 ROUTE 302 WEST	CARROLL
LIQUOR COMMISSION	1.5M	12A MAIN STREET	CENTER HARBOR
LIQUOR COMMISSION	1.5M	240 ROUTE 16B	CENTER OSSIPEE
SAFETY	1M	2 CLAREMONT ROAD	CHARLESTOWN
SAFETY	1M	1 POLICE COURT	CLAREMONT
HEALTH AND HUMAN SERVICES	5M	17 WATER STREET	CLAREMONT
LIQUOR COMMISSION	1.5M	367 WASHINGTON STREET	CLAREMONT
EMPLOYMENT SECURITY	10M	404 WASHINGTON STREET	CLAREMONT

LIQUOR COMMISSION	1.5M	124 MAIN STREET	COLEBROOK
SAFETY	5M	17 BRIDGE STREET	COLEBROOK
LIQUOR COMMISSION	1.5M	100 FORT EDDY ROAD	CONCORD
SAFETY	50M	110 SMOKEY BEAR BOULEVARD	CONCORD
LOTTERY	20M	14 INTEGRA DRIVE	CONCORD
ADMIN SVCS	1.5M	144 CLINTON STREET	CONCORD
SAFETY	1.5M	17 INSTITUTE DRIVE	CONCORD
CULTURAL RESOURCES	10M	19 PILLSBURY STREET	CONCORD
HEALTH AND HUMAN SERVICES	1.5M	2 1/2 BEACON STREET	CONCORD
HUMAN RIGHTS COMMISSION	3M	2 INDUSTRIAL PARK DRIVE	CONCORD
EDUCATION	3M	2 INDUSTRIAL PARK DRIVE	CONCORD
SAFETY	1M	24 HORSESHOE POND LANE	CONCORD
INFORMATION TECHNOLOGY/LIQUOR	150M	27 HAZEN DRIVE	CONCORD
LIQUOR COMMISSION	150M	27 HAZEN DRIVE	CONCORD
CORRECTIONS	30M	27 HAZEN DRIVE	CONCORD
INFORMATION TECHNOLOGY	500M	27 HAZEN DRIVE	CONCORD
CORRECTIONS	3M	312 NORTH STATE STREET	CONCORD
SAFETY	200M	33 HAZEN DRIVE	CONCORD
SAFETY	1M	35 GREEN STREET	CONCORD
HEALTH AND HUMAN SERVICES	10M	40 TERRILL PARK DRIVE	CONCORD
EMPLOYMENT SECURITY	100M	45 SOUTH FRUIT STREET	CONCORD
LIQUOR COMMISSION	1.5M	50 STORRS STREET	CONCORD
BANK COMMISSION	5M	53 REGIONAL DRIVE	CONCORD
EMPLOYMENT SECURITY	10M	54 REGIONAL DRIVE	CONCORD
EMPLOYMENT SECURITY	20M	54 REGIONAL DRIVE	CONCORD
LIQUOR COMMISSION	10M	57 REGIONAL DRIVE	CONCORD
CORRECTIONS	1.5M	60 IRON WORKS ROAD	CONCORD
SAFETY	5M	91 AIRPORT ROAD	CONCORD
LIQUOR COMMISSION	1.5M	234 WHITE MOUNTAIN HIGHWAY	CONWAY
SAFETY	1M	35 EAST CONWAY ROAD	CONWAY
EMPLOYMENT SECURITY	10M	518 WHITE MOUNTAIN HIGHWAY	CONWAY
HEALTH AND HUMAN SERVICES	5M	71 HOBBS STREET	CONWAY
SAFETY	1M	1 MUNICIPAL DRIVE	DERRY
SAFETY	1M	131 EAST BROADWAY	DERRY
LIQUOR COMMISSION	1.5M	35 MANCHESTER ROAD	DERRY
TRANSPORTATION	1.5M	59 KENDALL POND ROAD	DERRY
CORRECTIONS	1.5M	259 COUNTY FARM ROAD	DOVER
SAFETY	1M	259 COUNTY FARM ROAD	DOVER
HEALTH AND HUMAN SERVICES	3M	30 ST THOMAS STREET	DOVER

SAFETY	1.5M	46 LOCUST STREET	DOVER
LIQUOR COMMISSION	1.5M	47 CHESTNUT STREET	DOVER
SAFETY	5M	50 BOSTON HARBOR ROAD	DOVER
SAFETY	1M	18 WATERWORKS ROAD	DURHAM
TRANSPORTATION	3M	271 MAIN STREET	DURHAM
TRANSPORTATION	10M	8 EASTMAN HILL ROAD	ENFIELD
LIQUOR COMMISSION	1.5M	24 CALEF HIGHWAY	EPPING
SAFETY	10M	315 CALEF HIGHWAY	EPPING
LIQUOR COMMISSION	1.5M	5 BRICKYARD SQUARE	EPPING
SAFETY	1M	20 COURT STREET	EXETER
CORRECTIONS	1.5M	8A CONTINENTAL DRIVE	EXETER
LIQUOR COMMISSION	1.5M	829 NH ROUTE 11	FARMINGTON
RESOURCES & ECONOMIC DEVELOPMENT	5M	260 TRAMWAY DRIVE	FRANCONIA
HEALTH AND HUMAN SERVICES	1.5M	20 CANAL STREET	FRANKLIN
SAFETY	1M	5 HANCOCK TERRACE	FRANKLIN
ENVIRONMENTAL SERVICES	3M	528 RIVER ROAD	FRANKLIN
LIQUOR COMMISSION	1.5M	880 CENTRAL STREET	FRANKLIN
LIQUOR COMMISSION	1.5M	18 WEIRS ROAD	GILFORD
TRANSPORTATION	20M	2 SAWMILL ROAD	GILFORD
SAFETY	1M	47 CHERRY VALLEY ROAD	GILFORD
LIQUOR COMMISSION	1.5M	65 ROUTE 302	GLEN
CORRECTIONS	3M	317 MAST ROAD	GOFFSTOWN
SAFETY	1M	326 MAST ROAD	GOFFSTOWN
SAFETY	1M	329 MAST ROAD	GOFFSTOWN
LIQUOR COMMISSION	1.5M	605 MAST ROAD	GOFFSTOWN
LIQUOR COMMISSION	1.5M	159 MAIN STREET	GORHAM
SAFETY	1M	20 PARK STREET	GORHAM
SAFETY	10M	491 MAIN STREET	GORHAM
LIQUOR COMMISSION	1.5M	NORTHUMBERLAND ROAD	GROVETON
LIQUOR COMMISSION	1.5M	416 EMERSON AVENUE	HAMPSTEAD
SAFETY	1M	100 BROWN AVENUE	HAMPTON
SAFETY	1M	140 WINNACUNNET RD	HAMPTON
RESOURCES & ECONOMIC DEVELOPMENT	3M	180 OCEAN BOULEVARD	HAMPTON
LIQUOR COMMISSION	1.5M	78 US ROUTE 95	HAMPTON
TRANSPORTATION	3M	195 NORTH	HAMPTON
TRANSPORTATION	1.5M	195 SOUTH	HAMPTON
LIQUOR COMMISSION	1.5M	I-95 SOUTH	HAMPTON
SAFETY	1M	46 LYME ROAD	HANOVER
LIQUOR COMMISSION	1.5M	15 ANTRIM ROAD	HILLSBORO
LIQUOR COMMISSION	1.5M	849 BRATTLEBORO ROAD	HINSDALE

Contractor Initials *AL*  
Date 4-5-17

LIQUOR COMMISSION	1.5M	1271 HOOKSET ROAD	HOOKSET
SAFETY	1M	15 LEGENDS DRIVE	HOOKSET
TRANSPORTATION	3M	36 HACKETT HILL ROAD	HOOKSET
LIQUOR COMMISSION	1.5M	I-93 NORTH	HOOKSET
LIQUOR COMMISSION	1.5M	I-93 SOUTH	HOOKSET
SAFETY	1M	1 CONSTITUTION PLACE	HUDSON
SAFETY	1M	15 LIBRARY STREET	HUDSON
LIQUOR COMMISSION	1.5M	212 LOWELL ROAD	HUDSON
LIQUOR COMMISSION	1.5M	80 PETERBOROUGH STREET	JAFFREY
HEALTH AND HUMAN SERVICES	5M	111 KEY ROAD	KEENE
SAFETY	1M	12 COURT STREET	KEENE
EMPLOYMENT SECURITY	10M	124 EMERALD STREET	KEENE
EDUCATION	5M	149 EMERALD ST	KEENE
SAFETY	10M	15 ASH BROOK COURT	KEENE
CORRECTIONS	1.5M	28 MECHANIC STREET	KEENE
SAFETY	1M	32 VERNON STREET	KEENE
SAFETY	1M	400 MARLBORO STREET	KEENE
LIQUOR COMMISSION	1.5M	6 ASH BROOK COURT	KEENE
SAFETY	1M	126 NEW SALEM STREET	LACONIA
ENVIRONMENTAL SERVICES	3M	202 WATER STREET	LACONIA
SAFETY	1M	42 COUNTY DRIVE	LACONIA
EMPLOYMENT SECURITY	10M	426 UNION AVENUE	LACONIA
SAFETY	50M	50 COMMUNICATIONS DRIVE	LACONIA
SAFETY	5M	50 COMMUNICATIONS DRIVE	LACONIA
CORRECTIONS	1.5M	64 COURT STREET	LACONIA
HEALTH AND HUMAN SERVICES	5M	65 WEST BEACON STREET	LACONIA
SAFETY	3M	67 COMMUNICATIONS DRIVE	LACONIA
SAFETY	1M	173 MIDDLE STREET	LANCASTER
LIQUOR COMMISSION	1.5M	199A MAIN STREET	Lancaster
RESOURCES & ECONOMIC DEVELOPMENT	3M	629B MAIN STREET	LANCASTER
SAFETY	1M	641 MAIN STREET	LANCASTER
TRANSPORTATION	3M	641 MAIN STREET	LANCASTER
LIQUOR COMMISSION	1.5M	12 CENTERRA PARKWAY	LEBANON
HEALTH AND HUMAN SERVICES	1.5M	2 WEST PARK STREET	LEBANON
SAFETY	1M	36 POVERTY LANE	LEBANON
EDUCATION	3M	85 MECHANIC STREET	LEBANON
LIQUOR COMMISSION	1.5M	60 CALEF HIGHWAY	LEE
SAFETY	1M	148 MAIN STREET	LINCOLN
LIQUOR COMMISSION	1.5M	165 MAIN STREET	LINCOLN

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RESOURCES & ECONOMIC DEVELOPMENT	3M	852 DANIEL WEBSTER HIGHWAY	LINCOLN
LIQUOR COMMISSION	1.5M	568 MEADOW STREET	LITTLETON
EMPLOYMENT SECURITY	10M	646 UNION STREET	LITTLETON
HEALTH AND HUMAN SERVICES	5M	80 NORTH LITTLETON ROAD	LITTLETON
HEALTH AND HUMAN SERVICES	1.5M	1 COMMONS DRIVE	LONDONDERRY
LIQUOR COMMISSION	1.5M	137 ROCKINGHAM ROAD	LONDONDERRY
SAFETY	1M	268A MAMMOTH ROAD	LONDONDERRY
SAFETY	1M	280 MAMMOTH ROAD	LONDONDERRY
LIQUOR COMMISSION	1.5M	34 NASHUA ROAD	LONDONDERRY
LIQUOR COMMISSION	1.5M	5 GARDEN LANE	LONDONDERRY
LIQUOR COMMISSION	1.5M	1 AIRPORT ROAD	MANCHESTER
EDUCATION	5M	1 SUNDIAL AVENUE	MANCHESTER
SAFETY	1M	100 MERRIMACK STREET	MANCHESTER
HEALTH AND HUMAN SERVICES	20M	1050 PERIMETER ROAD	MANCHESTER
HEALTH AND HUMAN SERVICES	20M	1056 NORTH RIVER ROAD	MANCHESTER
LIQUOR COMMISSION	1.5M	1100 BICENTENNIAL DRIVE	MANCHESTER
CORRECTIONS	3M	126 LOWELL STREET	MANCHESTER
SAFETY	1M	25 CONCORD STREET	MANCHESTER
SAFETY	1M	25 CONCORD STREET	MANCHESTER
SAFETY	1M	25 CONCORD STREET	MANCHESTER
EMPLOYMENT SECURITY	20M	300 HANOVER STREET	MANCHESTER
SAFETY	10M	377 SOUTH WILLOW STREET	MANCHESTER
SAFETY	3M	377 SOUTH WILLOW STREET	MANCHESTER
CORRECTIONS	3M	60 ROGERS STREET	MANCHESTER
LIQUOR COMMISSION	1.5M	68 ELM STREET	MANCHESTER
LIQUOR COMMISSION	1.5M	885 HANOVER STREET	MANCHESTER
LIQUOR COMMISSION	1.5M	71 NH ROUTE 104	MEREDITH
SAFETY	1M	31 BABOOSIC LAKE ROAD	MERRIMACK
LIQUOR COMMISSION	1.5M	6 DOBSON WAY	MERRIMACK
SAFETY	1M	1 UNION SQUARE	MILFORD
LIQUOR COMMISSION	1.5M	21 JONES ROAD	MILFORD
SAFETY	3M	4 MEADOWBROOK DRIVE	MILFORD
SAFETY	1M	0 PANTHER DRIVE	NASHUA
SAFETY	5M	110 BROAD STREET	NASHUA
LIQUOR COMMISSION	1.5M	25 COLISEUM AVENUE	NASHUA
LIQUOR COMMISSION	1.5M	269 D WEST HIGHWAY	NASHUA
HEALTH AND HUMAN SERVICES	20M	3 PINE ST EXTENSION	NASHUA
HEALTH AND HUMAN SERVICES	20M	3 PINE ST EXTENSION	NASHUA
LIQUOR COMMISSION	1.5M	300 MAIN STREET	NASHUA

SAFETY	1M	38 LAKE STREET	NASHUA
LIQUOR COMMISSION	1.5M	40 NORTHWEST BOULEVARD	NASHUA
CORRECTIONS	1.5M	5 PINE STREET EXTENSION	NASHUA
EDUCATION	3M	5 PINE STREET EXTENSION	NASHUA
EMPLOYMENT SECURITY	100M	6 TOWNSEND WEST	NASHUA
	1.5M	325 NH ROUTE 104	NEW HAMPTON
SAFETY	1M	25 SEAMANS ROAD	NEW LONDON
LIQUOR COMMISSION	1.5M	NEWPORT ROAD	NEW LONDON
SAFETY	1M	70 EXETER STREET	NEWMARKET
LIQUOR COMMISSION	1.5M	52 JOHN STARK HIGHWAY	NEWPORT
SAFETY	1M	59 MAIN STREET	NEWPORT
SAFETY	1M	235 ATLANTIC AVENUE	NORTH HAMPTON
LIQUOR COMMISSION	1.5M	69 LAFAYETTE ROAD	NORTH HAMPTON
CORRECTIONS	1.5M	3785 DARTMOUTH COLLEGE HIGHWAY	NORTH HAVARHILL
SAFETY	1.5M	3785 DARTMOUTH COLLEGE HIGHWAY	NORTH HAVERHILL
SAFETY	1M	3785 DARTMOUTH COLLEGE HIGHWAY	NORTH HAVERHILL
CORRECTIONS	1.5M	19 OLD ROUTE 28	OSSIPEE
SAFETY	1M	95 WATER VILLAGE ROAD	OSSIPEE
SAFETY	1M	14 VILLAGE GREEN	PELHAM
LIQUOR COMMISSION	1.5M	150 BRIDGE STREET	PELHAM
LIQUOR COMMISSION	1.5M	19 WILTON ROAD	PETERBOROUGH
LIQUOR COMMISSION	1.5M	6 WATER STREET	PITTSFIELD
SAFETY	1M	27 ELM STREET	PLAISTOW
LIQUOR COMMISSION	1.5M	32 PLAISTOW ROAD	PLAISTOW
LIQUOR COMMISSION	1.5M	22 RIDGE VIEW LANE	PLYMOUTH
SAFETY	1M	334 MAIN STREET	PLYMOUTH
LIQUOR COMMISSION	1.5M	494 TENNEY MTN HIGHWAY	PLYMOUTH
EMPLOYMENT SECURITY	10M	2000 LAFAYETTE ROAD	PORTSMOUTH
EDUCATION	3M	215 COMMERCE WAY	PORTSMOUTH
ENVIRONMENTAL SERVICES	5M	222 INTERNATIONAL DRIVE	PORTSMOUTH
SAFETY	1M	3 JUNKINS AVENUE	PORTSMOUTH
SAFETY	1M	302 NEWMARKET STREET	PORTSMOUTH
HEALTH AND HUMAN SERVICES	10M	50 INTERNATIONAL DRIVE	PORTSMOUTH
LIQUOR COMMISSION	1.5M	605 US HIGHWAY 1	PORTSMOUTH
LIQUOR COMMISSION	1.5M	738 ISLINGTON STREET	PORTSMOUTH
SAFETY	1M	1 SCRIBNER ROAD	RAYMOND
LIQUOR COMMISSION	1.5M	ROUTE 27	RAYMOND
LIQUOR COMMISSION	1.5M	497 US ROUTE 202	RINDGE
HEALTH AND HUMAN	10M	150 WAKEFIELD STREET	ROCHESTER

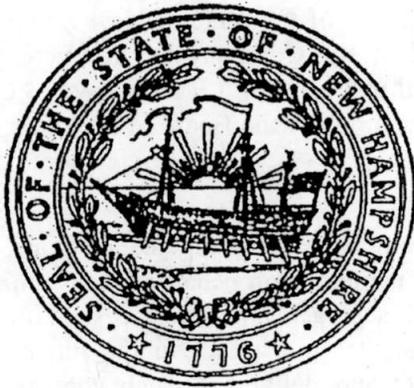
SERVICES			
SAFETY	1M	23 WAKEFIELD STREET	ROCHESTER
LIQUOR COMMISSION	1.5M	ROUTE 125	ROCHESTER
SAFETY	1M	152 MAIN STREET	SALEM
SAFETY	5M	154 MAIN STREET	SALEM
EMPLOYMENT SECURITY	10M	29 SOUTH BROADWAY	SALEM
HEALTH AND HUMAN SERVICES	1.5M	35 GEREMONTY DRIVE	SALEM
SAFETY	1M	9 VETERANS MEMORIAL PKW	SALEM
LIQUOR COMMISSION	1.5M	92 CLUFF CROSSING ROAD	SALEM
LIQUOR COMMISSION	1.5M	186 OCEAN BOULEVARD	SEABROOK
LIQUOR COMMISSION	1.5M	380 LAFAYETTE ROAD	SEABROOK
SAFETY	1M	7 LIBERTY LANE	SEABROOK
LIQUOR COMMISSION	1.5M	808 LAFAYETTE BOULEVARD	SEABROOK
SAFETY	1M	87 CENTENNIAL STREET	SEABROOK
SAFETY	1M	12 LILAC LANE	SOMERSWORTH
LIQUOR COMMISSION	1.5M	5 SOMERSWORTH PLAZA	SOMERSWORTH
EMPLOYMENT SECURITY	20M	6 MARSH BROOK DRIVE	SOMERSWORTH
LIQUOR COMMISSION	1.5M	28B PORTSMOUTH AVENUE	STRATHAM
TRANSPORTATION	10M	19 BASE HILL ROAD	SWANZEY
LIQUOR COMMISSION	1.5M	ROUTE 12 TROY ROAD	SWANZEY
SAFETY	10M	1864 WHITE MOUNTAIN HIGHWAY	TAMWORTH
VETERANS HOME	10M	139 WINTER STREET	TILTON
LIQUOR COMMISSION	1.5M	100 B ROUTE 9	W. CHESTERFIELD
LIQUOR COMMISSION	1.5M	32 AMES PLAZA LANE	WALPOLE
LIQUOR COMMISSION	1.5M	10 BENNING DRIVE	WEST LEBANON
LIQUOR COMMISSION	1.5M	100 LANCASTER ROAD	WHITEFIELD
LIQUOR COMMISSION	1.5M	30 WARWICK ROAD	WINCHESTER
SAFETY	1M	4 FELLOWS ROAD	WINDHAM
SAFETY	3M	193 SOUTH BOUND	WINDHAM
SAFETY	1M	251 SOUTH MAIN STREET	WOLFEBORO
LIQUOR COMMISSION	1.5M	35 CENTER STREET	WOLFEBORO FALLS
LIQUOR COMMISSION	1.5M	1 FOREST STREET	WOODSVILLE

State of New Hampshire  
Department of State

CERTIFICATE

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

Business ID: 574858



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of March A.D. 2017.

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

William M. Gardner  
Secretary of State

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

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

AUTHORIZATION OF SIGNATORIES

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

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

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

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

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

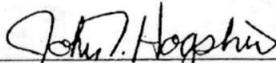
FURTHER ACTIONS

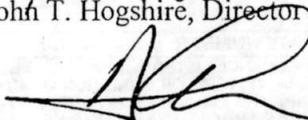
RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary,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

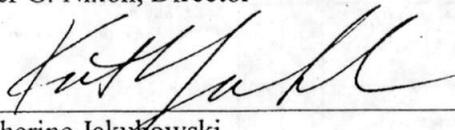
RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

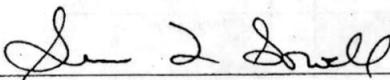
RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consent to the transaction of all business represented by this Action by Unanimous Written Consent.

IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 5<sup>th</sup> day of April, 2017.

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

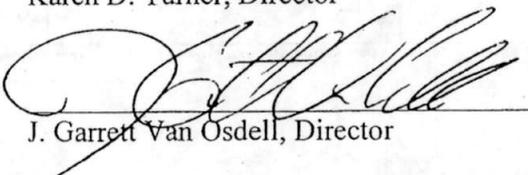
  
\_\_\_\_\_  
Peter G. Nixon, Director

  
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Katherine Jakubowski

  
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Susan L. Sowell, Director

  
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Paul H. Sunu, Director

  
\_\_\_\_\_  
Karen D. Turner, Director

  
\_\_\_\_\_  
J. Garrett Van Osdell, Director





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/27/2017

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

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

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> FairPoint Logistics, Inc. 770 Elm Street, Floor 1 Manchester NH 03101 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> Agri General Insurance Company	42757
	<b>INSURER C:</b> The Continental Insurance Company	35289
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

Holder Identifier:

**COVERAGES**      **CERTIFICATE NUMBER:** 570065874482      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG27866062 SIR applies per policy terms & conditions	03/31/2017	03/31/2018	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$3,750,000 PRODUCTS - COM/OP AGG \$3,750,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> H/RED AUTOS ONLY <input checked="" type="checkbox"/> Hired Auto Physical <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H09056087	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			6046011329 SIR applies per policy terms & conditions	03/31/2017	03/31/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC4911588A AOS WLRC49115891 TN	03/31/2017	03/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Administrative Services, Purchasing agent, Robert Lawson or his/her successor, Bureau of of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc</i>
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Certificate No : 570065874482



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/27/2017

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

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

<b>PRODUCER</b> Aon Risk Services South, Inc. Charlotte NC Office 1111 Metropolitan Avenue, Suite 400 Charlotte NC 28204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Northern New England Telephone Operations, LLC 770 Elm St. Floor 1 Manchester NH 03101 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: Agri General Insurance Company	42757
	INSURER C: The Continental Insurance Company	35289
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570065874527**      **REVISION NUMBER:**

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A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired Auto Physical			ISA H09056087	03/31/2017	03/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
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Certificate No : 570065874527

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

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Enhanced Communications of  
Northern New England, Inc.  
770 Elm St, Floor 1  
Manchester, NH 03101

12/7/16

Robert Lawson  
25 Capitol St.  
Concord, NH 03301

Mr. Lawson

*FairPoint Communications, Inc., is a holding company that has many operating subsidiaries. Enhanced Communications of Northern New England Inc., the provider of Carrier Ethernet Services to the state of New Hampshire, is one of those operating subsidiaries; however, it does not have employees. It is a service provider.*

*In New Hampshire, FairPoint Logistics, Inc., and Northern New England Telephone Operations LLC are the operating subsidiaries of FairPoint Communications, Inc., that employ union and non-union employees. These two entities carry appropriate workers' compensation insurance. Enhanced Communications of Northern New England Inc., as a service provider legal entity without employees, does not carry workers' compensation insurance.*

*We hope you find this clarification satisfactory. Should you have any questions, please do not hesitate to call.*

Respectfully,

Joseph Weisenburger  
Senior Account Manager Gov./Ed.  
(603) 656-8022  
jweisenburger@fairpoint.com