Subject: Internet Service Provider 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 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Enhanced Communications of Northern New England, Inc. (2788036)		1.4 Contractor Address 1 Davis Farm Road, Portland, ME 04103	
1.5 Contractor Phone Number 603-656-4023	1.6 Account Number	1.7 Completion Date August 31, 2022	1.8 Price Limitation $109,195.20
1.9 Contracting Officer for State Agency Matthew Johnson		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory PETER G. NIXON EVP REVENUE & EXTERNAL AFFAIRS	

1.13 Acknowledgement: State of North Carolina, County of Mecklenburg

On April 7, 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

Judith Due

[Seal]

Judith Due
Notary Public
Mecklenburg County, NC
My commission expires June 22, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

JUDITH DUE
Executive Assistant

1.14 State Agency Signature Joseph Bouchard Date: 4/27/17	1.15 Name and Title of State Agency Signatory<br~~Vicki V. Quiram, Commissioner~~ Joseph Bouchard Assistant 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: 4/27/17
1.18 Approval by the Governor and Executive Council *(if applicable)* By: DEPUTY SECRETARY OF STATE	MAY 03 2017

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.

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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.

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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.

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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 Internet Service Provider Services in accordance with the bid submission in response to State Request for Bid 1941-17 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 1941-17

3. TERM OF CONTRACT

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

4. SCOPE OF WORK

The Contractor shall be responsible for all services, facility configuration, development and implementation for equipment related to Internet service provider services (installation, maintenance and leasing). The Contractor shall provide overall support and coordination, interfacing/integrating with State equipment, testing, and support.

CONTRACTOR STAFF
The Contractor shall provide a Contract Officer and key Contractor Staff for the administration of the Contract as noted below.

Security Review: Prior to providing service to the State and entering any State facility, the Contractor and/or subcontractor employee shall obtain a criminal history record review from the Department of Safety, Division of State Police, and Criminal Records Unit. All costs for criminal records checks shall be solely borne by the Contractor.

(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 must 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.

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- 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 for all services provided to the State,.

- 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 to questions and address service issues that may arise.
- The Project Manager, or his/her alternate, shall respond to any calls within two (2) hours of inquiries from the State, and be at the State site as needed.
- The Project Manager shall be qualified to perform the obligations required of the position under the Contract.
- The Project Manager shall be responsible for ensuring the installation and continued operation of all Contractor services in conjunction with key Contractor-proposed staff.
- 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: The Contractor shall provide a primary contracting officer 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.

Account Management: The Contractor shall provide 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 Representatives: 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 shall cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the Contract. The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of any service requested by the State.

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

Field Installation Staff: The Contractor shall provide staff to assist in the transition of network circuits from the current contractor to new contractor services. Staff duties shall include verification of circuit connectivity and performance in association with State 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 contact 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: The 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 E-mail being verified and emptied every hour of operation. The State may communicate with the Contractor for any reason 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: The Contractor and its employees assigned to this Project shall sign a "Computer Access and Use Agreement." The State shall 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: The 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 who's continued involvement is not in the best interest of the customers utilizing the Contractor services.

Picture ID: The 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 or acquiring badges shall be solely borne by the Contractor.

Network Operations and Customer Service Centers: The 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, and support all

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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, its personnel or subcontractors, 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 the 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 shall 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 shall 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

The Contractor shall deliver transient Internet Services that include the capability to advertise one or more "Autonomous System Numbers", and to advertise Internet Routable IP Space assigned to the State of New Hampshire using the eBGP Routing Protocol. These services shall be initially delivered in the State of New Hampshire at 27 Hazen Drive and 33 Hazen Drive in Concord, NH. Sites for additional future installation consideration are 110 Smokey Bear Blvd. and 45 South Fruit Street, both in Concord, NH. Locations may be added or removed at any time.

All Circuits shall actively pass traffic as configured by the State ISP Routers using eBGP routing. The ISP shall advertise the State's Autonomous System Number from both ISP connections and advertise the Internet Routes that the State designates for each connection. The Contractor shall work with the State Networking staff to use eBGP routing attributes that influence routing paths as set forth by the State. The State may at any time issue a disconnect notice for any or all circuits. The State may at any time seek similar Transient Internet Services from other Contractors to ensure diverse AS-Pathing from the Internet Backbone. 33 Hazen Drive and 27 Hazen Drive circuits shall be provided via alternate facilities, utilizing unique cable pathways, fiber facilities, gateways and switching centers. The Contractor shall define the pathways and equipment for each circuit prior to installation.

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

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

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

New Service or Change Order: The Contractor shall utilize and retain State issued Telecommunications Service Request (TSR) numbers as a cross reference to any Contractor order number. The 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: The Contractor shall repair and 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 failures shall be reported to the State within fifteen (15) minutes of detection.

Any call to the Contractor shall be returned within 15 minutes of initial request. The 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. The 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(s) 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 thirty (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. The 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.

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 (2) hours of report and repairs initiated within four (4) hours. Any routine maintenance may be escalated to Emergency Maintenance at any time by the State.

Initial Installations: The Contractor shall replace ISP services currently provided to the State by the incumbent Contractor. Installations shall be complete prior to 8/01/2017. The Contractor shall not charge a fee for the installation of any circuits.

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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 thirty (30) days of release of request to the Contractor.

Within five (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 five (5) business days after site review, verifying the installation date.

The State shall be allowed up to five (5) business days after the Contractor installation and release to test and verify services. The Contractor shall not bill for services during this timeframe. The 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 fee for the installation of any circuits.

Circuit and Interface Troubleshooting: The Contractor shall provide first level State internal network related problem determination assistance at no fee. At a minimum, the successful Contractor shall demonstrate any related problem is not due to the Contractor's services/equipment. Any fees that would be billed to the State regarding problem determination, or other services, shall be specifically identified in the Contractor's response.

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

Installation Spreadsheet: The Contractor shall provide information identifying installations in agreed upon S required table format. Tables shall contain circuit/cable 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 thirty (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 thirty (30) days after the 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.

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 thirty (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 the terms and conditions of this Contract.

Service Interface: The Contractor shall provide fiber to the doorstep for all locations. End user interface shall be a RJ45 metallic Ethernet interface.

Proactive Contractor Maintenance: The Contractor shall perform OS upgrades, hardware upgrades and general service maintenance on a routine basis. The State shall be advised in writing, ten (10)

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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 timeframes do not apply to trouble response issues.

Performance Monitoring by State: The 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. The 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 5% or more dependability failure rate (5% of any service (circuit) becomes unavailable per the 99.99% up time dependability rate) for a twenty-four (24) consecutive hour period, the State may, at its sole discretion, 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 the terms and conditions of this Contract.

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 must occur without human interaction. Should any link(s) fail the redundant link(s) must automatically forward traffic in less than fifty (50) milliseconds.

Port Blocking: The Contractor shall not block any ports or traffic between connections. The 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, the 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.

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: The Contractor shall be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. The 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.

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Confidential Information: The Contractor shall agree 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 acceptance of services, the Contractor shall agree to a 30 calendar day service trial defined as a Proof of Concept (POC), allowing the State to verify the Contractor services. The State shall incur no charges for POC activities, inclusive of installation, monthly charges, hardware and software. A total of thirty (30) calendar days shall be allotted for the combined installation and trial period, beginning on 08/02/2017 and ending on 8/31/2017. Contractor failure to complete a POC per the specifications within this document may, at the sole discretion of the State, be grounds for an immediate termination of this contract with no payment to the Contractor.

Contractor shall install two (2) circuits:

- 400Mbps circuit at 27 Hazen Drive, Concord, NH;
- 60Mbps circuit at 33 Hazen Drive, Concord, NH;

Each circuit shall be provided via alternate facilities, utilizing unique cable pathways, fiber facilities, and gateways and switching centers. Utilization of circuits up to maximum throughput shall be defined by the State.

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.

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5. TERMINATION

The State of New Hampshire has the right to terminate the Contract at any time and for any reason 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 1941-17, as described herein, and under the terms of this Contract.

The Contractor agrees to indemnify and 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 ten (10) day prior written notice.

Contractor Initials _____
Date 4-7-17

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Internet service provider 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 $109,195.20; 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 August 31, 2022.

2. PRICING STRUCTURE

FIXED MONTHLY COSTS

ITEM	QUANTITY	FIXED COST PER MONTH	QUANTITY X FIXED COST PER MONTH
400 Mbps ISP Services	1	$ 1,208.58 Per Circuit	$1,208.58
60 Mbps ISP Services	1	$ 611.34 Per Circuit	$611.34
TOTAL:			$ 1,819.92

UPGRADE OR ALTERNATE SERVICE COSTS

POTENTIAL BANDWIDTH REQUIREMENTS	FIXED COST PER MONTH
200 Mbps	$1028.64 Per Circuit
300 Mbps	$1126.42 Per Circuit
400 Mbps	$1208.58 Per Circuit
500 Mbps	$1275.10 Per Circuit
600 Mbps	$1340.03 Per Circuit

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700 Mbps		$1389.32 Per Circuit
800 Mbps		$1425.79 Per Circuit
900 Mbps		$ 1484.30 Per Circuit
1000 Mbps		$1554.43 Per Circuit

3. INVOICE

Itemized invoices shall be submitted to the Department of Information Technology, Operations/ Statewide Telecommunications Office, Rm. 300, 27 Hazen Drive, Concord, NH 03301

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**

Contractor Initials _____
Date 4-7-17

EXHIBIT C
SPECIAL PROVISIONS

There are no other special provisions of this contract.

Contractor Initials AG
Date 9-7-12

EXHIBIT D

RFB #1941-17 is incorporated here within.

Contractor Initials _____
Date 4-7-17