



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 120
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

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

May 26, 2020

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 **sole source** contract with Consolidated Communications Enterprise Services, Inc., (VC 300703), of Manchester, NH for a total price not to exceed \$13,000,000, for telephone and data communications services. The contract term shall be for approximately four years and six months with the contract commencing upon Governor and Executive Council approval and expiring on January 31, 2025, with the option to extend for an additional two one-year terms.

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 **sole source** contract is the result of a cancelled solicitation as well as negotiations with the incumbent vendor. This contract for Telephone and Data Communication services contains five (5) sections ; Group 1 traditional telephone services; Group 2 Legacy Line/Data Services; Group 3 Advanced Telephone Services; Group 4 high speed data transfer services; and Group 5 high speed (broadband) internet services. The incumbent vendor submitted the lowest pricing for four (4) of the five (5) sections that were identified for award on the cancelled solicitation. The low bidding vendor for section 3 was found to be non-compliant. Additionally, the Department of Information Technology identified a significant cost that would be incurred to change vendors for section 3. As the incumbent was the only vendor that submitted pricing for all five sections, the Bureau of Purchase and Property opted to negotiate with them directly. This sole source contract with Consolidated Communications Enterprise Services, Inc. represents a minimum savings of \$469,721.00 over five years.

The \$13,000,000 limit is based on the current total State spend of approximately \$220,000/month on all related services.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 11, 2020
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The Department of Information Technology verified that Consolidated Communications met all of the technical requirements of the desired services.

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/doit

Denis Goulet
Commissioner

April 20, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
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 sole source contract with Consolidated Communications, Inc. as described below and referenced as DoIT No. 2020-092.

This contract will provide high-speed data communications and telephone services to State of New Hampshire facilities statewide. This request is the result of continued collaboration between DoIT and the Bureau of Purchase and Property (BoPP) and will replace contract 8001707 that expires on June 30, 2020.

This contract shall become effective upon the date of Governor and Executive Council approval through January 31, 2025.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
RID # N/A
DoIT #2020-092

cc: Ryan Aubert, DAS BoPP

"Innovative Technologies Today for New Hampshire's Tomorrow"

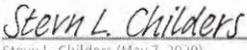
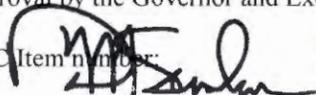
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Consolidated Communications Enterprise Services, Inc.		1.4 Contractor Address 770 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 207-329-5552	1.6 Account Number Various	1.7 Completion Date January 31, 2025	1.8 Price Limitation \$13,000,000
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Stevn L. Childers (May 7, 2020)		1.12 Name and Title of Contractor Signatory Stevn L. Childers CFO	
1.13 State Agency Signature  Date: 5/28/20		1.14 Name and Title of State Agency Signatory ^{FOR} Charles M. Arlinghaus Joseph Bouchard Asst Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:  DEPUTY SECRETARY OF STATE Contracting Party: _____ Date: JUN 24 2020			

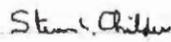
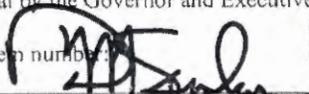
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1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: Jun 2, 2020		1.12 Name and Title of Contractor Signatory Steven L. Childers Chief Financial Officer	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: 06/04/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number:  DEPUTY SECRETARY OF STATE JUN 24 2020			

2. 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 B 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, 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 B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Consolidated Communications Enterprise Services, 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 Telephone and Data Services as described herein. The Contractor acknowledges and agrees that other State agencies will make use of this Contract and agrees that the Contractor will provide the services specific below to any requesting agency under this Contract.

2. CONTRACT DOCUMENTS

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

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

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by Exhibit A "Special Provisions", (3) EXHIBIT B "Scope of Services," and (4) EXHIBIT C "Method of Payment"

3. TERM OF CONTRACT

The term of this Contract shall commence on July 1, 2020 or upon the approval by the Governor and Executive Council, whichever is later, through January 31, 2025, a period of approximately four (4) years and six (6) months.

The Contract may be extended for an additional two (2) one-year extension terms thereafter upon the same terms, conditions and pricing structure upon the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

CONTRACT SECURITY / PERFORMANCE BOND

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

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

Bond shall be provided to the State within thirty (30) days of the Governor and Executive Council approval date. The Contractor shall bear the full cost of both the initial expense and the annual

premiums for the performance bond. The Performance bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by the Contractor in full force and effect until conclusion of the contract. The Contractor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination.

The Performance bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire. The Performance Bond shall contain the contract number (issued after award) and dates of performance.

The Performance Bond shall secure the performance of the Contractor under the contract, including without limitation performance of the services in accordance with the contract, and shall secure any damages, cost or expenses resulting from the Contractor's default in performance or liability caused by the Contractor. Performance Bond proceeds may also be applied to the Contractor's liability for any administrative costs and/or excess costs incurred by the State in obtaining similar other products and Services to replace those terminated as a result of the Contractor's default. In addition to this state liability, the State may seek other remedies.

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

Bond value shall be compounded in the event of multiple service Group awards to the same Contractor.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described below:

Group 1: Traditional Telephone Line Services as replacement for existing Centrex, measured service business, unlimited service business telephone lines and trunks. Inclusive are intrastate, interstate and international calling, voice mail, and multiple line features. All services must be installed as replacements to the incumbent vendor services prior to June 30, 2020.

Group 2: Legacy Line/Data Services as replacements for low speed data transfer, dry line operation, alarm lines and voice radio circuits. All services must be installed as replacements to the incumbent vendor services prior to June 30, 2020.

Group 3: Advanced Telephone Services are those providing multiple channel or high speed connectivity to the Public Switched Telephone Network (PSTN) intended as replacements to the following: ISDN PRI with DID, Dedicated T1 and SIP (Session Initiated Protocol) with DID technologies. All services must be installed as replacements to the incumbent vendor services prior to June 30, 2020

Group 4: High Speed Data Transfer Services inclusive of replacements for point to point and switched circuit operations. Current services include dedicated point to point T1, Frame Relay, switched Ethernet interface services, and ATM service.

Group 5: High Speed Internet Service Provider access. Broadband services shall include DSL. High Speed Cable Modem, Fiber Optic cable to the office, and Satellite services. All services must be installed as replacements to the incumbent vendor services prior to June 30, 2020.

GENERAL REQUIREMENTS FOR ALL SERVICE GROUPS:

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

Contractor shall provide services via its own network facilities, the cooperative use of a subcontractor's network facilities or the resale of another provider's network facilities. In all cases, the State of New Hampshire must be listed as the customer of record with the Contractor.

Contractor shall have all licenses, registrations and permits required by Federal, State or local laws for performance of these services prior to the award of a contract, and maintain such throughout the duration of the Contract. In addition, all Contractor, manufacturer, and industry certifications must be kept current, with personnel maintaining training updates as required for certification for the duration of the Contract. It is the sole responsibility of the Contractor to furnish the State with sufficient documentation to determine the capabilities of the Contractor and their ability to provide the services as defined.

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.

Contractor and its employees assigned to service work requiring access to State computers or network will be required to 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.

Support Access:

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

Availability:

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

Power (Applies to all on site equipment)

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

Reports and Invoices:

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

Format

All reports and invoices shall be provided in the following formats, unless specified otherwise by requesting Agency in writing: paper, electronic CD computer media and electronic records shall be available for download via FTP, Web Portal or like method acceptable to the State of New Hampshire.

Paper

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

CD Media

Monthly billing on computer CD format with all files in Open DataBase Compliant (ODBC) non-restricted ASCII files. Bills shall include any and all costs, itemized per line or circuit. Service record definitions must be included in the record for each telephone line. The State shall provide a preferred record format. Circuit costs must be accurately listed including fixed call costs. Call detail records shall be included, providing inbound and outbound calling information, including local and toll calls, toll free calls and directory service calls.

Itemized, detailed invoices, sorted in sequential order of telephone number per account, inclusive of all information.

Electronic Records

Provide all electronic billing files in a State of New Hampshire defined, comma or tab delimited format, inclusive of itemized listings for all monthly recurring charges, non-recurring charges and call detail records

Administration:

The Contractor shall assign a dedicated financial representative to the State account that 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 each job by State Telephone Service Request (TSR) number or State repair order number. Such shall be e-mailed to the State on a daily basis. Unless specified otherwise, all reports required within shall be due on the day of the period specified (Monday following week for weekly reports, first day of the month for monthly reports).

Retention of Invoices:

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

Monthly Balance Reports:

The Contractor is required to provide a master account balance report to the State. Reports shall be continually updated on a monthly basis, reflecting all the account invoices, payments and balances for each State account.

Billing Period:

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

Accuracy of Invoices:

The Contractor shall be responsible to justify all charges to the State. Invoices shall be reviewed for accuracy prior to delivery to the State. All billing information provided to the State shall reflect same information. Paper records and electronic formats must reflect same call detail, same record count, same call and service cost and same content. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Contractor.

Monthly Invoice Information:

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

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

- **Directory Assistance;**
 - Date of call including calendar month, day and year;
 - Day of call by day of the week;
 - Time of call based on a 24-hour clock;
 - Originating telephone number;
 - Terminating telephone number, number dialed;

Cost of call in dollars and cents;
Call type definition based set codes.

- **Feature Services**

Any premium service, feature or otherwise, resulting in a charge.
Including Contractor Order number & State of New Hampshire TSR Number.

Monthly Services Audit Report:

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

Invoice and Report Delivery:

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

Department of Information Technology
Statewide Telecommunications
Room 300C
27 Hazen Drive
Concord, NH 03301

The State may elect at any time during the term of this Contract to require the Contractor to also forward invoicing for Group 2, 4 & 5 services to the above address.

Invoice Delivery Timeframe:

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

Contractor Incurred Charges:

The Contractor is not authorized to incur any third party charges for which the State shall be responsible. Only Contractor- invoiced charges shall be paid by the State.

Fixed Charges:

The Contractor shall not invoice the State for any new or additional charges (recurring or non-recurring) other than those costs listed in the Offer Section. The State shall not be assessed taxes, additional monthly fees or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies must be inclusive of contracted charges. An exception shall be made for Universal Service Fees as noted in Exhibit C. Such fees must be clearly labeled by the Contractor and provided as a separate line item on the invoice.

Detailed voice call records shall be provided to the State on CD computer files. No additional charges beyond those quoted above shall apply. No per record, CD or otherwise charges shall apply.

Billing of Past Charges:

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

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

Single State/Multiple Service Location Billing:

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

Service Orders:

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

Single Point of Contact:

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

Telephone Service Requests:

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

Department of Information Technology
Statewide Telecommunications
Room 300C
27 Hazen Drive
Concord, NH 03301

Dispatch Personnel:

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

New Service or Change Order:

Contractor must utilize and retain State issued TSR numbers as a cross reference to any Contractor order number. All such associations shall be provided to the State within one (1) State business day (8 work hours) of the placement of service request.

Disconnect Orders:

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

Receipt of State Requests:

The Contractor must confirm receipt of any TSR's through an E-mail listing each TSR received, TSR delivery date, service performance date and associated, telephone or calling card number. Upon receipt of a disconnection order, the Contractor must enact an immediate "cease billing" of the disconnected service. The State shall not be responsible for any charges incurred after the disconnect request is placed with the Contractor.

Response to Maintenance Calls:

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

Repair and Installation Services:

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

The Contractor agrees to comply with the following categories for maintenance of its network services:

1. Critical Maintenance and Escalation;
2. Emergency Maintenance;
3. New Services

Critical Maintenance and Escalation:

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

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

Critical services shall be remotely verified within 15 minutes of report of service outage. Repairs shall be escalated to second level of support if not restored within one (1) hour of report. If services are not restored within two (2) hours of reports, the Contractor shall utilize all available support to ensure restoration of services. For that and every hour of failure thereafter, Contractor shall provide telephoned reports defining the methods used to restore services, and the Estimated Time to Restore (ETR) services. If services are not restored within 24 hours, the State may request an investigation

and/or services from an alternate vendor. All charges for such services shall be the responsibility of the Contractor.

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

Emergency Maintenance Requirements:

The Contractor shall provide emergency maintenance for those network services designated by the State as important to the function of the State. 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 (2) hours of report, second level support shall be obtained through the Contractor. If services are not restored within eight (8) hours, the Emergency Maintenance problem shall be escalated to Critical Maintenance.

Typical Emergency Maintenance shall include:

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

New Service Requests

Contractor shall install all new services on or before the State requested due dates. Scheduled installation day and time of day shall be provided to the State within three (3) business days of transmission of State TSR. If the Contractor fails to meet the above mentioned time frame, the State reserves the right to pursue its remedies as set forth in the Agreement. A failure in accordance with this section shall not constitute an Event of Default as defined in Section 8 of the Agreement of Terms and Conditions unless, in the State's sole judgment, the failure materially impacts the services required by the Contractor and the Contractor is provided written notification as defined in Section 8 of the Agreement Terms and Conditions.

All Group 4 and 5 services will be installed, tested and ready for cutover no later than 30 days after receipt of valid TSR from the State.

Operational and Security Requirements:

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

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

Post Implementation Review:

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

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

Compliance with Jurisdictional Authorities:

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance and standards of its work. The Contractor shall obtain and pay for all licenses, permits, and inspection fees required for work being performed.

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

General Requirements:

All services performed under this Contract shall be performed between the hours of 7:30 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 shall 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 shall 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.

Contractor Employees:

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

Project Manager:

The Contractor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Project Manager must be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond to questions and address service issues. The Project Manager or alternate shall respond to any calls within one (1) hour of inquiries from the State, and be at the State site as needed. The Project Manager must be qualified to perform the obligations required of the position under the contract. The 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 who is responsible to ensure the installation and continued operation of all Contractor services in conjunction with key Contractor 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.

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.

Engineering Support:

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

Service Requirements:

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

Interfacing with Other vendors: During and after installation, Contractors shall contact alternate State vendors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Contractor 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: Contractor 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. 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.

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

Group 1 Voice Telephone Service Requirements

The service may be made available through a single redundant PBX, linked PBXs, IP based switches or any other proven technology. The State shall not act as an alpha or beta test site. No single location shall be placed in jeopardy by relying strictly on a single technology or service. Required interfaces shall not change with backup services, allowing continued use of State analog telephones and equipment unless the Contractor intends to supply replacements.

1.1 Local Number Portability

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

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

1.2 Pre-Subscription for Local and Toll Services

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

1.3 Carrier Selection

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

1.4 Toll Service Method

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

1.5 Carrier Verification Number

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

1.6 Voice Call Billing Increments

All Contractor invoices, call detail reports and charges shall be based upon six second or less billing increments, with charges rounded up to the nearest penny. 18 second minimum billing will be allowed. All other costs shall be accurately defined and charged. It is highly desirable that 1 second billing be provided. No charges will be incurred for incomplete call attempts.

1.7 Local Service

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

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

1.8 Measured Local Service

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

1.9 Multiple Local Service Sites

A single local exchange usage rate must be quoted for all local calling areas within New Hampshire.

1.10 System Fraud Control

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

A. Threat Call Control/Resolution

Contractor shall be responsible to develop a process, in conjunction with the State, for investigation and identification of calls identified by the State as threatening calls. This process shall include, when requested through Statewide Telecommunications, the providing all available call information, caller ID information and other security information available to the Contractor related to the call(s) and provide the information to the identified Local Enforcement Officer.

1.11 Compatible E911 Services

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

1.12 Access to All Other n11 Services

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

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

- 811 health services
- 911 access to emergency services.

1.13 Call Answer Supervision

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

1.14 Dialing Plan Compatibility

The local exchange service provided by the Contractor must adhere to all standards for the North American and International dialing plans. The Contractor must provide toll services that conform to the international dialing plan of the ITU for all international calls. The Contractor must accept transfer of all State used exchange and extension (XXX station number) to their services with no transfer fee billed to the State.

1.15 Service Grade P.01

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

1.16 Network Equipment

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

1.17 Access Type

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

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

1.18 Basic Rate ISDN Services

The Contractor shall provide compatible (or substitute technology) ISDN services for the purposes of voice telephone and video data transport. All services allotted standard analog telephones shall be compatible and fully functional with State utilized telephones. Presently the services are defined as Bellcore "National" and "Custom" interface, with T and U interface operations. Fujitsu, Mitel and NEC manufactured telephones are widely used.

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

Additional features shall include:

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

1.19 Disconnection of Services

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

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

1.20 Operator Services

The Contractor must provide local and intra-LATA human operator services for assistance in placing local, person-to-person, collect and local third party calls. All such services shall be programmable to allow or disallow services on a line-by-line basis. The Contractor must provide local operator service 24 hours a day, 365 days-per -year with no holiday exceptions.

1.21 Listing in Directory Assistance

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

1.22 Printed Directory of Telephone Numbers

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

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

1.23 Incoming Toll Free Services

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

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

1.24 Basic Network Service and/or Line Features

Contractor shall make available voice telephone services with, at a minimum, the following features that shall be inclusive of the basic monthly line cost. Contractor shall retain all feature assignments whenever any line is modified or relocated. All features capabilities must be programmable, allowing assignments to lines on a line-by-line basis. A feature must be available to all devices used for audible communications on the Contractor network, inclusive of ISDN (or alternate technology) services. Features defined with the term "ISDN" are specific to ISDN type telephones (or alternate technology) and may not apply to other services.

1.25 Call Waiting

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

1.26 Incoming Caller Identification

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

1.27 Outgoing Caller Identification

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

1.28 Incoming Line Hunt

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

1.29 Three Way Conference Call

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

1.30 Voice Messaging

The Contractor shall provide a voice messaging mailboxes utilizing DTMF prompts and permitting interaction with the service via any touch-tone telephone. The system shall recognize the station that the caller attempted to call, and provide a user customized message indicating that the called party is not available and to leave a message. The service

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

1.33 Call Forwarding Variable

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

1.34 Call Pick up Groups

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

1.35 Call Transfer; All Calls

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

1.36 Conference Call-Six Way

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

1.37 Outgoing Called Line Identification

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

1.38 Incoming caller ID name and number.

1.39 Message Waiting Indicators

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

1.40 Automated Attendant/Call Processor

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

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

- Scripting;
- Voice normalization.

1.41 Group 1 Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Group 2 Legacy Line/Data Services

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

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

2.1 Standards

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

2.2 Industry Standard Operation

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

2.3 Standards Compliance

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

2.4 Service Definition and Inventory

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

2.5 Legacy Services Network Management

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

- Centralized monitoring of all facilities and real time reporting to State contact individuals when error or failures occur;
- Circuit test coordination, advising users when circuits require out of service tests or updates. Update notification shall be given to the State within a minimum of two State work days;
- Verification of services versus recommended industry standard parameters, inclusive of routing errors, network conflicts and compatibility of data and/or format of transmissions;
- Network programming and efficiency verification.

2.6 Legacy Circuit Quality of Service

Contractor must specify and ensure a high Quality of Service (QoS) level for all services. Testing shall be performed immediately after circuit installation and on a demand basis when requested by the State. Test results shall be provided to the state within 48 hours of testing due to suspected trouble situations and within five days of new fully functional installations. Contractor shall maintain and prove continued circuit operation on a routine basis by monitoring QoS.

2.7 Intrusive Testing

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

2.8 Demarcation Point

Demarcation points (demarcs) for legacy data services shall be located in State designated computer rooms, server closets or terminating State data equipment locations within 150 lateral feet of the building penetration point or existing Main Distribution Frame (MDF) as defined by the State. It is the responsibility of the Contractor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Contractor services to State data equipment. Existing wire and cable may be used only if tested and certified for

operation and maintained by the Contractor. The Contractor shall be responsible to maintain all such items and equipment throughout the duration of the contract. At the termination of the contract and any extension thereof, the Contractor shall remove all active (powered) components at their own expense. All passive (non-powered) devices shall be retained by the State.

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

2.9 Contractor Service Review

The Contractor shall review each type circuit to determine the exact requirements based upon the current Contractor definition. Incumbent Contractor if awarded a replacement contract shall review each site and verify circuit types, circuit number identifications and make recommendations for service updates. Each existing service must be replicated, with the awarded Contractor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Contractor shall supply such equipment without additional charge to the State. In all cases, the Contractor shall be responsible to disconnect existing interfaces and connect new interfaces with associated equipment, test and verify complete operation at each location. The State shall retain the right to refuse any Contractor equipment and utilize State purchased equipment. The Contractor must work with the State to ensure circuit and equipment compatibility for full duplication of circuit and equipment operation.

2.10 Multipoint Private Line Digital Data

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

2.11 Multipoint Private Line Analog Data

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

2.12 Protective Alarm Circuits

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

2.13 Fire Dispatch Circuits

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

2.14 Private Line Voice Circuit

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

2.15 Radio Land Line Circuits

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

2.16 Low Speed Digital Data

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

2.17 Group 2 Services

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

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

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

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

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

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

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

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

Group 3 Advanced Telephone Services

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

DID trunking must be provided for inward bound and two way inward/outward bound services. Inward/outward bound services must allow the transfer of originating number and dialed number information transfer. The inward bound Dialed Number Identification Service (DNIS) must be fully compatible to the receiving telecommunications equipment at State sites. The Contractor must specify the minimum and maximum number of digits being delivered to the State's premise equipment.

The Contractor shall provide DID service blocks of consecutive telephone numbers for the State. Existing numbers and 100 number blocks must be transferable to the Contractor network. The Contractor must describe the minimum and maximum number of consecutive telephone numbers available with the DID service. All existing numbers currently used must be retained, and transferred to the new Contractor service. All numbers shall be maintained by the Contractor at the 100 number block rate.

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

3.1 Ownership of Equipment

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

3.2 Equipment Installation

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

3.3 Support of PSTN Operational Features

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

3.4 Local Number Portability

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

The Contractor must accept any telephone number (lines) used by the State prior to contract to be transferred to the Contractor network service. The Contractor shall be responsible for initiating all orders and requests for transferring services, ensuring that such orders are completed within the timeframe specified by the State, and completely operable to the

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

3.10 Multiple Local Service Sites

A single local exchange usage rate must be quoted for all local calling areas within New Hampshire. Alternative pricing methods are listed in Exhibit C Pricing Structure, Balance of Product Line.

3.11 Compatible E911 Services

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

3.12 Access to All Other n11 Services

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

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

3.13 Dialing Plan Compatibility

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

3.14 Operator Services

The Contractor must provide local and intra-LATA human operator services for assistance in placing local, person-to-person, collect and local third party calls. All such services shall be programmable to allow or disallow services on a line-by-line basis. The Contractor must provide local operator service 24 hours a day, 365 days-per -year with no holiday exceptions.

3.15 Access to Directory Assistance

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

3.16 Disconnection of Services

The Contractor must provide local exchange service that allows for intercept messages and referrals to be associated with local exchange service that has been disconnected or is out of service. These intercept messages must include, but not be limited to, the following: number dialed which is not in service; number dialed not in service with referral to new number (10-digit format) and/or; number dialed temporarily out of service. A disconnected line shall be referred to an alternate telephone number with an intercept message after disconnection. The Contractor must retain all State required intercept messages and referrals for a minimum of six months from the date of disconnection. The Contractor must provide all State required intercept messages and referrals at no cost to the State.

3.17 Listing in Directory Assistance

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

3.18 Printed Directory of Telephone Numbers

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

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

3.19 Unlisted Services

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

3.20 Incoming Toll Free Services

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

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

3.21 Direct Inward Dialing (DID)

The Contractor shall provide Direct-Inward-Dialing (DID) service inclusive of any geographic New Hampshire exchange service. DID trunking must be provided for inward bound and two way inward/outward bound services. Inward/outward bound services must allow the transfer of originating number and dialed number information transfer. The inward bound Dialed Number Identification Service (DNIS) must be fully compatible with the receiving telecommunications equipment at State sites. The DID service must provide blocks of consecutive telephone numbers and specified numbers currently used by the State. All existing numbers must be retained and transferred to the new Contractor's service.

3.22 Incoming Caller Identification

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

3.23 Outgoing Caller Identification

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

3.24 Incoming Line Hunt

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

3.25 Demarcation Point

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

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

3.26 Call Quality

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

3.27 Connect Time

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

3.28 Connectivity

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

3.29 Primary Rate ISDN Services

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

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

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

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

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

Service must also abide by ITU-T G.711 for audio commanding to insure proper transmission of fax communications.

3.31 Group 3 Services

The following services shall be included in Group 3 offerings, all inclusive with features as defined in this Group.

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

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

DID: Cost of Direct Inward Dial numbers based on 100 numbers. Charges are based on the quantity of 100 numbers, and include sequential and non-sequential numbers.
Line Relocation: Relocation of any Group 1 line to a new address location (One time Cost)

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

Toll Free Virtual Service Usage Cost: Cost of receiving calls on a virtual toll free line. Costs are rated per call and per minute. It is desirable that per call rates be \$0.00.

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

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

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

Group 4 High Speed Data Transfer Services

Multiple types of data communications circuit services are currently deployed in the State network. The primary means of provisioning for switched services are through frame relay and point to point protocol over Ethernet or presenting an Ethernet interface and packetized ATM technologies. No installation service charges shall apply to circuits installed under this contract. Any and all services may be terminated or replaced with alternate technology without penalty at any time during this Contract.

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

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

Service availability shall be throughout the geographic area of the state.

4.1 Contractor Service Review

Contractor shall review each site and verify circuit types, circuit number identifications and make recommendations for service updates. Each service location must be provided service, with the Contractor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Contractor shall supply such equipment without additional charge to the State. In all cases, the Contractor shall be responsible to disconnect existing interfaces and connect new interfaces to associated equipment, test, and verify complete operation at each location. The State shall retain the right to refuse any Contractor equipment and utilize State purchased equipment. The Contractor must work with the State to ensure circuit and equipment compatibility for full duplication of circuit and equipment operation.

4.2 Industry Standard Operation

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

4.3 Demarcation Points

Demarcation points (demarcs) for data services shall be located in communications rooms, data closets (IDF) or other terminating State data equipment locations within 150 lateral feet of the building penetration point or existing Main Distribution Frame (MDF) as defined by the State. It is the responsibility of the Contractor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Contractor services to State data equipment. Existing wire and cable may be used only if tested and certified for operation and maintained by the Contractor. The Contractor shall be responsible to maintain all such items and equipment throughout the duration of the contract. At the termination of the contract and any extension thereof, the Contractor shall remove all active (powered) components at their own expense. All passive (non-powered) devices shall be retained by the State. The Contractor is responsible for getting the Circuit terminated to the State of New Hampshire defined MDF Facility and the Contractor can extend that Circuit up to 150 feet from the MDF upon request from the State of New Hampshire at no charge. The Contractor must provide services to extend Circuits past the 150 foot mark when requested, which may incur additional cost to the State of New Hampshire.

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

4.4 Service Definitions and Inventory

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

conditions. Tables shall be maintained current for all circuits throughout the duration of the contract. The State shall receive monthly updates via PC electronic media and remote access via internet connectivity.

4.5 Protocols

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

4.6 Data Services Network Management

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

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

4.7 Management Reports

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

4.8 Data Services Quality of Service

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

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

- Committed Information Rate (CIR): Service shall be tested and monitored by the Contractor to ensure transport availability at 100 % of the committed information rate. Contractors must provide reports identifying throughput on a sampled second basis and average per hour basis.
- Bit Error Rate (BER): The Contractor shall perform Bit Error Rate Tests (BERT) BER is considered the ratio of error bits to the total number of bits transmitted during a BERT test.
- Constant Bit Rate (CBR): The Contractor shall verify the actual circuit bit rate for services requiring a constant bit rate as provided through ATM or other services, and report to the State, transport levels and operating errors.
- Error Checking. Error checking must be performed by the Contractor to ensure constant operation at peak performance. The Contractor shall specify how tests are completed.
- Network Latency. The Contractor shall provide network latency specifications for all switched services. Latency shall be defined as the time to transfer data from the interfacing near end device to a remote far end device.

The Contractor shall provide daily QoS functions as defined below:

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

4.9 Standards Compliance

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

4.10 Intrusive Testing

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

4.11 Installation Services

The State shall require the Contractor to provide installation services which include connectivity to State owned and managed equipment. All field service technicians shall have

obtained a Cisco Certificated Network Associate certificate of confidence prior to working on equipment. Installation services shall include:

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

4.12 Continued Support

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

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

4.13 Circuit Technology

Contractors shall provide same or alternative advanced switched circuit technology as noted.

4.14 T1 Rate Point to Point

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

4.15 Ethernet Interface Connectivity

All High Speed Data Services shall present an Ethernet interface providing 3 Mbps or faster full duplex services to State offices. Contractor shall provide interface device (if required) presenting a standard Ethernet handoff a standard RJ45 interface connection. Contractor shall also provide replacement devices in the event of failure. The Contractor must clearly define the technology, bandwidth, methods, procedures and equipment used to provide service.

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

Contractor shall provide Circuits with incremental bandwidth steps up to 10gbps. Services must be available to be provisioned at all levels up to 10gbps.

Performance: Circuits must meet or exceed the following measurements:

- LESS THAN 150 milliseconds of delay;

- LESS THAN 50 milliseconds of jitter; and
- LESS THAN 1% of packet loss.

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

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

Contractor shall provision Network Operations Center managed CPE that is manageable and monitored at the carrier Network Operations Center. This manageability must include, but not be limited to, adjusting service parameters, initiating loopback testing, 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 99.9% up time dependability rate) for a 24 consecutive hour period, the State at its sole discretion, may choose to terminate all services at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth in herein.

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

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

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

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

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

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

4.16 **Frame Relay to ATM Service Internetworking (FRASI)**

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

4.17 **Asynchronous Transfer Mode (ATM)**

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

ATM Quality of Service

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

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

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

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

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

Standards

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

Service Protocols

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

ATM Features

Frame Relay inter-working and transport;

Native LAN extension services;

WAN extension services;

Inter-work with IP networks;

Native ATM services;

Up to 64,000 nodes per network;

SONET Compatibility.

4.18 **Group 4 Services**

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

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

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

Ethernet to the Doorstep: High speed switched data services with an Ethernet interface at various data rates as defined herein.

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

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

Group 5 High Speed (Broadband) Internet Service Provider

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

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

5.1 Digital Subscriber Loop (DSL)

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

Currently Asynchronous DSL is used in association with Asynchronous Transfer Mode (ATM) host circuits connected to the data network cloud or in association with an Internet Service Provider (ISP). The Contractor shall which version (either or both) is available and provide a technical definition of the equipment and software necessary to connect to their service with internet services provided through the Contractor ISP.

5.2 High Speed Cable Modem Service

Contractor shall make available a high speed service via cable modem technology. Contractor shall provide any interface device providing standard Ethernet handoff to the State via a Standard RJ45 interface connection. Contractor shall also provide replacement devices in the event of failure. The Contractor must clearly define the technology, bandwidth, methods, procedures and equipment used to provide any Ethernet to the Doorstep.

5.3 Fiber Optic Service

The fiber optic based service must bring direct delivery of services to the State office location.

5.4 Satellite Service

Satellite service shall not require the use of wired telephone or other hard wired technologies. Contractor shall be responsible for all equipment including the installation of satellite dishes, support and mounts.

5.5 Service Availability

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

5.6 Emergency Service Failure Reporting

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

5.7 Problem Determination Assistance

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

5.8 Configuration Technical Support

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

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

5.9 Effective Data Rate

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

5.10 Connectivity

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

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

5.11 Demarcation Point

Demarcation points (demarcs) for services shall be located in state designated communications rooms, server closets or terminating State data equipment locations within

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

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

5.12 Dynamic and Static IP Addresses

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

5.13 Group 5 Services

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

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

High Speed Cable Modem: High speed ISP services provided over closed circuit cable services.

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

Satellite: High speed ISP services provided over wireless satellite communications technology.

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 telephone and data communication services strictly pursuant to, and in conformity with, the specifications described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from any 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 the Contractor's 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. 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.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Subcontractors (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.

E911 Surcharge*	\$0.75 Monthly
Fed Access Charge	\$3.97 Monthly
Total Measured Service Line Charge:	\$30.23 Monthly
NH LATA toll Calling (Per Minute)	\$0.018 Per Minute
FUSF (Billed as a % of total usage)*	24.4%
InterLATA Toll Calling (Per Minute)	\$0.018 Per Minute
FUSF (Billed as a % of total usage)*	24.4%
Measured Service Business Line Local Calling Cost (per Call)	\$0.026 Per Call
Toll Free Service (Monthly)	\$5.95 Monthly
Toll Free Service Usage Charges, NH LATA Charges (per Minute)	\$0.012 Monthly
Toll Free Service Usage Charges, InterLATA Charges (per Minute)	\$0.012 Monthly
ISDN BRI Circuit/Line Monthly (Unlimited Local and US Toll Calling)	\$9.99 Monthly
Subscriber Line Charge*	\$7.01 Monthly
Federal Access Recovery Charge*	\$2.21 Monthly
Fed Universal Service Fund*	\$4.17 Monthly
E911 Surcharge*	\$0.75 Monthly
Fed Access Charge	\$1.62 Monthly
FCC Line Port Charge*	\$1.90 Monthly
Total ISDN Circuit Charge:	\$27.65 Monthly
ISDN BRI Voice Mail	\$2.95 Monthly
Suspension of Number	\$6.00 Monthly
Directory Assistance	\$0.40 Monthly
Centrex or Equal Full Service Telephone Line Automated Attendant/Call Processor	\$3.96 Monthly
Directory Listing (per Listing)	\$3.00 Monthly
Unlisted Services (No Charge)	\$0.00

Group 2 Legacy Line/Data Services	
SERVICE ITEM	UNIT COST
56K Multipoint Digital Data Monthly (per Point)	\$64.45 Monthly
Protective Alarm Circuit Monthly	\$32.00 Monthly
Fire Dispatch Circuit Monthly	\$32.00 Monthly
Private Line Voice Monthly	\$35.00 Monthly
Radio Circuit Monthly	\$32.00 Monthly

Group 3 Advanced Telephone Services	
SERVICE ITEM	UNIT COST
ISDN Primary Rate Interface Unlimited Service	\$100.00 Monthly
FCC Line Port Charge	\$46.01 Monthly
Subscriber Line Charge	\$35.05 Monthly
Federal Access Recovery Charge	\$17.10 Monthly
Fed Universal Service Fund	\$38.56 Monthly
E911 Surcharge	\$2.25 Monthly
Direct Inward Dial Per Block	\$0.01 Per Block
Total ISDN Primary Rate Charge:	\$238.98 Monthly
DID 100 Number Group	\$0.05 Per Number
Toll Free Virtual Services	\$5.95 Per Month
Toll Free Virtual Services per Minute-in-State	\$0.012 Per Minute
Toll Free Virtual Services per Minute-Inter-LATA	\$0.012 Per Minute
Directory Assistance	\$0.40 Per Call
SIP 100 Channel Unlimited Service	\$250.00 Per Month
SIP 200 Channel Access	\$450.00 Per Month
SIP 300 Channel Access	\$500.00 Per Month
Additional telephone number directory listing (1st Free) monthly	\$3.00 Per Month

Group 4 High Speed Data Transfer Services	
SERVICE ITEM	UNIT COST
T1 Point to Point Services	\$150.00 Monthly
Ethernet Interface Circuits at 3Mbps	\$164.74 Monthly
Ethernet Interface Circuits at 5Mbps	\$238.11 Monthly
Ethernet Interface Circuits at 10Mbps	\$329.82 Monthly
Frame Relay 56Kbps	\$20.00 Monthly
Frame Relay 1.5Mbps	\$35.00 Monthly
ATM at 45Mbps	\$100.00 Monthly
Demarc extension beyond 150 feet (quote price per foot)	\$0.00

Group 5 High Speed (Broadband) Internet Service Provider	
SERVICE ITEM	UNIT COST
DSL ISP Connection 3M Download/ 3M Upload Monthly	\$25.99 Monthly
Fiber Optic Interface Monthly	\$44.99 Monthly

Balance of Product Line			
SERVICE GROUP	SERVICE ITEM	PRICE	DESCRIPTION
Note: All prices are per Month unless otherwise indicated			
Centrex / Business Line Calling feature / add-ons			
1	Collect Calling	\$1.05 /call	Collection calling associated with Traditional services from Group 1
1	Operator Assistance	\$0.55 /call	Operator Calls associated with Traditional services from Group 1
1	Third Party Billed Calls	\$0.55 /call	Third party calls associated with Traditional services from Group 1
1	Person to Person Calls	\$0.55 /call	Person to Person calls associated with Traditional services from Group 1
1	Centrex - Automatic Call Back/Distinctive Ring	\$0.21 /min	Optional Centrex Features
1	Centrex - Six Way Conference Calling	\$0.49 /min	Optional Centrex Features
1	Ground Start Compatibility	\$6.00	Optional Centrex Features
1	Information only Mailbox - 1 Min. Box	\$2.26	Additional Legacy Voicemail options
1	Information only Mailbox - 3 Min. Box	\$3.96	Additional Legacy Voicemail options
1	Information only Mailbox - 1 Min. Box w/ reply (120 Messages Max.)	\$11.31	Additional Legacy Voicemail options
1	Information only Mailbox - 1 Min. Box w/ reply (40 Messages Max.)	\$5.66	Additional Legacy Voicemail options
1	Information only Mailbox - 3 Min. Box w/ reply (120 Messages Max.)	\$16.97	Additional Legacy Voicemail options
1	Information only Mailbox - 3 Min. Box w/ reply (40 Messages Max.)	\$8.49	Additional Legacy Voicemail options
1	Relocation of a Line	\$55 /request	Phone line Relocation Charge

	Additional Broadband Internet Services		
5	Starter - 768K/128K	\$25.99	ADLS Technology
5	Broadband - Up to 1.5M/384K	\$28.99	ADLS Technology
5	Standard - Up to 3M/768K	\$33.99	ADLS Technology
5	Premium - Up to 7M/768K	\$43.99	ADLS Technology
5	Ultra - Up to 15M/1M	\$53.99	ADLS Technology
5	Broadband Static - Up to 1.5M/384K	\$38.99	ADLS Technology with Static Address
5	Standard Static - Up to 3M/768K	\$43.99	ADLS Technology with Static Address
5	Premium Static - Up to 7M/768K	\$53.99	ADLS Technology with Static Address
5	Ultra Static - Up to 15M/1M	\$63.99	ADLS Technology with Static Address
5	Business FAST (Dynamic IP) - 5/2	\$44.99	Fiber Optic Technology
5	Business FAST (Dynamic IP) - 15/2	\$54.99	Fiber Optic Technology
5	Business FAST (Dynamic IP) - 15/15	\$69.99	Fiber Optic Technology
5	Business FAST (Dynamic IP) - 30/15	\$84.99	Fiber Optic Technology
5	Business FAST (Static IP) - 15/2	\$64.99	Fiber Optic Technology with Static Address
5	Business FAST (Static IP) - 15/15	\$79.99	Fiber Optic Technology with Static Address
5	Business FAST (Static IP) - 30/15	\$94.99	Fiber Optic Technology with Static Address
5	ADSL2+ Bonded- Standard - Up to 3M/768K	\$33.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Premium - Up to 7M/768K	\$43.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Ultra - Up to 10M/1M	\$48.99	Bonded ADSL Technology

5	ADSL2+ Bonded- Ultra Plus - Up to 20M/1.5M	\$63.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Ultra Plus - Up to 25M/2M	\$73.99	Bonded ADSL Technology
5	ADSL2+ Bonded- Static Standard - Up to 3M/768K	\$43.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Premium - Up to 7M/768K	\$53.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Ultra - Up to 10M/1M	\$58.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Ultra Plus - Up to 20M/1.5M	\$73.99	Bonded ADSL Technology with Static Address
5	ADSL2+ Bonded- Static Ultra Plus - Up to 25M/2M	\$83.99	Bonded ADSL Technology with Static Address
5	Business Broadband Service Suspend	\$5.00	Suspension of Broadband service
5	Dry Loop for install where no line exists	\$5.00	Dry loop for ADSL, where a phone line does not exist.
	Hosted PBX & Managed Service Products		
1	Virtual Network Function Group 1 - Router Service up to 50Mb - VNFRTTRGP1-P	\$35.00	
1	Virtual Network Function Group 2 - Router Service 51 Mb to 150Mb - VNFRTTRGP2-P	\$75.00	
1	Virtual Network Function Group 3 - Router Service 151Mb to 300 Mb - VNFRTTRGP3-P	\$115.00	

1	Virtual Network Function - Optional Portal - 50Mb - VNFPORTAL-P	\$15.00	
1	Netvanta 3140 Basic	\$32.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3140 Enhanced	\$36.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3140 SBC - 50 Sessions	\$50.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3140 SBC - 100 Sessions	\$54.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3140 SBC - 300 Sessions	\$95.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3448 POE Enhanced	\$76.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3448 SBC - 50 Sessions	\$69.00	IP Gateway/Router for HPBX Solution
1	Netvanta 3448 SBC - 100 Sessions	\$79.00	IP Gateway/Router for HPBX Solution
1	Netvanta 4660 Enhanced (Gig Interface)	\$115.00	IP Gateway/Router for HPBX Solution
1	Netvanta 4660 SBC - 50 Sessions	\$130.00	IP Gateway/Router for HPBX Solution
1	Netvanta 4660 SBC - 100 Sessions	\$150.00	IP Gateway/Router for HPBX Solution
1	Netvanta 4660 SBC - 300 Sessions	\$180.00	IP Gateway/Router for HPBX Solution
1	Netvanta 5660 Enhanced (Gig Interface)	\$200.00	IP Gateway/Router for HPBX Solution
1	Netvanta 5660 SBC - 50 Sessions	\$210.00	IP Gateway/Router for HPBX Solution
1	Netvanta 5660 SBC - 100 Sessions	\$245.00	IP Gateway/Router for HPBX Solution
1	Netvanta 5660 SBC - 300 Sessions	\$280.00	IP Gateway/Router for HPBX Solution
1	Netvanta 6250 (8 FXS Ports)	\$125.00	IP Gateway/Router for HPBX Solution
1	Netvanta 6250 (8 FXS Ports) SBC 50 Sessions	\$135.00	IP Gateway/Router for HPBX Solution

1	Netvanta 6250 (8 FXS Ports) SBC 100 Sessions	\$140.00	IP Gateway/Router for HPBX Solution
1	Netvanta 6250 (24 FXS Ports)	\$145.00	IP Gateway/Router for HPBX Solution
1	Netvanta 6250 (24 FXS Ports) SBC 50 Sessions	\$150.00	IP Gateway/Router for HPBX Solution
1	Netvanta 6250 (24 FXS Ports) SBC 100 Sessions	\$160.00	IP Gateway/Router for HPBX Solution
1	Total Access 924E	\$125.00	
1	Total Access 924E SBC 50 Sessions	\$135.00	
1	Total Access 924E SBC 100 Sessions	\$140.00	
1	Netvanta 6410 SBC - 1000 Sessions	\$189.00	IP Gateway/Router for HPBX Solution
1	Managed Gateway Services- NRC/SITE - One Time NRC	\$200 /NRC	IP Gateway/Router for HPBX Solution
1	Netvanta 1238 (48 Port Switch)	\$48.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1238 POE (48 POE Port Switch)	\$50.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1531 (12 Port Gigabit Switch)	\$25.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1531 POE (12 Port Gigabit Switch/8 POE)	\$35.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1550-24 (24 port Gigabit Switch) Layer 3 Lite	\$35.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1550-24P (24 POE Port Gigabit Switch) Layer 3 Lite	\$42.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1550-48 (48 port Gigabit Switch) Layer 3 Lite	\$60.00	IP Gateway/Router for HPBX Solution

1	Netvanta 1550-48P (48 POE Port Gigabit Switch) Layer 3 Lite	\$80.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1638 (48 Port Gigabit Switch) Layer 3	\$110.00	IP Gateway/Router for HPBX Solution
1	Netvanta 1638 POE (48 POE Port Gigabit Switch) Layer 3	\$115.00	IP Gateway/Router for HPBX Solution
1	Netvanta1535P Gigabit Active Reach Switch	\$110.00	IP Gateway/Router for HPBX Solution
1	Active Reach Media Converter	\$5.00	
1	IP Derived Analog FXS Line Port	\$9.95	FXS port option for Gateway or Analog Terminal Adapter (ATA) supported lines for HPBX
1	IP Derived Analog FXS Line Port-NRC/Port - One Time NRC	\$10 /NRC	FXS port option for Gateway for HPBX
1	Business - Advantage Seat	\$7.95	Seat License for Hosted IP PBX
1	Business - Advantage PLUS Seat	\$15.95	Seat License for Hosted IP PBX
1	Business - Advantage Premium Seat	\$23.95	Seat License for Hosted IP PBX
1	Business - Advantage Virtual Seat	\$4.95	Seat License for Hosted IP PBX
1	Business Group Setup Provisioning / BG - One Time NRC	\$250 /NRC	Seat License for Hosted IP PBX
1	Aastra Standard, 2 LN Desk Phone - 6863i	\$4.00	IP Phone/Accessories for HPBX
1	Aastra Premium Plus Desk Phone - 6867i	\$7.00	IP Phone/Accessories for HPBX
1	Aastra Executive Desk Phone - 6869i	\$8.00	IP Phone/Accessories for HPBX

1	Voice Operator Panel - Receptionist App	\$25.00	IP Phone/Accessories for HPBX
1	Polycom Standard Gigabit Desk Phone - VVX310	\$7.50	IP Phone/Accessories for HPBX
1	Polycom Standard Gigabit Desk Phone - VVX410	\$7.00	IP Phone/Accessories for HPBX
1	Polycom Standard Desk Phone - VVX500	\$8.00	IP Phone/Accessories for HPBX
1	Polycom Standard Desk Phone - VVX600	\$11.00	IP Phone/Accessories for HPBX
1	Polycom Wireless DECT Phone w/Base Station - VVXD60	\$12.00	IP Phone/Accessories for HPBX
1	Polycom Wireless DECT Phone Additional Handset- VVXD60H	\$8.00	IP Phone/Accessories for HPBX
1	VVX Phone Camera	\$8.00	IP Phone/Accessories for HPBX
1	VVX Wall Mount Bracket - One Time NRC	\$25 /NRC	IP Phone/Accessories for HPBX
1	Aastra 68 Series Wall Mount Bracket - One Time NRC	\$40 /NRC	IP Phone/Accessories for HPBX
1	Aastra 68 Series Power Supply - One Time NRC	\$45 /NRC	IP Phone/Accessories for HPBX
1	Polycom VVX 300/400 Series Power Supply - One Time NRC	\$45 /NRC	IP Phone/Accessories for HPBX
1	Polycom VVX 500/600 Series Power Supply - One Time NRC	\$45 /NRC	IP Phone/Accessories for HPBX
1	Aastra Receptionist Side Car for 6867i and 6869i	\$6.00	IP Phone/Accessories for HPBX
1	Polycom Receptionist	\$10.00	IP Phone/Accessories for HPBX

	Color Display Side Car for VVX Series		
1	Polycom Conference Phone - IP6000	\$20.00	IP Phone/Accessories for HPBX
1	Analog Terminal Adapter - One Time NRC	\$75 /NRC	IP Phone/Accessories for HPBX
1	ACD -Gold	\$79.99	IP Phone/Accessories for HPBX
1	ACD -Platinum	\$149.99	IP Phone/Accessories for HPBX
1	Telax Monthly Record 60 Day Archive Per Concurrent Agent	\$7.00	IP Phone/Accessories for HPBX
1	Telax Monthly Record 90 Day Archive Per Concurrent Agent	\$11.25	IP Phone/Accessories for HPBX
1	Telax Monthly Record 120 Day Archive Per Concurrent Agent	\$16.85	IP Phone/Accessories for HPBX
1	Telax Monthly Record 180 Day Archive Per Concurrent Agent	\$21.00	IP Phone/Accessories for HPBX
1	Telax Monthly Record 365 Day Archive Per Concurrent Agent	\$35.00	IP Phone/Accessories for HPBX
1	Telax - Coach - Agent Scoring Module Per Named Agent	\$35.00	IP Phone/Accessories for HPBX
1	Telax Workforce Management Module Medium - 16 to 29 Seats - One Time NRC	\$4500 /NRC	IP Phone/Accessories for HPBX
1	Telax Workforce Management Module Small - 1 to 15 Seats - One Time NRC	\$9100 /NRC	IP Phone/Accessories for HPBX

1	ACD -Gold - Provisioning and Set up - One Time NRC	\$79.99 /NRC	IP Phone/Accessories for HPBX
1	ACD -Platinum - Provisioning and Set up - One Time NRC	\$149.99 /NRC	IP Phone/Accessories for HPBX
1	Easy Attendant	\$12.99	IP Phone/Accessories for HPBX
1	Premium Attendant	\$24.99	IP Phone/Accessories for HPBX
1	Optional INFO ONLY MAILBOX	\$2.00	IP Phone/Accessories for HPBX
1	Optional General Delivery MAILBOX	\$2.00	IP Phone/Accessories for HPBX
1	ADVT-500 Min Block-Addl Min @\$.035	\$14.50	IP Phone/Accessories for HPBX
1	ADVT-1000 Min Block-Addl Min @\$.034	\$28.00	IP Phone/Accessories for HPBX
1	ADVT-2500 Min Block-Addl Min @\$.032	\$65.00	IP Phone/Accessories for HPBX
1	ADVT-5000 Min Block-Addl Min @\$.031	\$125.00	IP Phone/Accessories for HPBX
1	ADVT-7500 Min Block-Addl Min @\$.03	\$180.00	IP Phone/Accessories for HPBX
1	ADVT-10000 Min Block-Addl Min @\$.029	\$230.00	IP Phone/Accessories for HPBX
1	ADVT-50000 Min Block-Addl Min @\$.026	\$1,000.00	IP Phone/Accessories for HPBX
1	ADVT-Bronze Min Spend \$10,000 - All minutes @\$.018	\$10,000.00	IP Phone/Accessories for HPBX
1	ADVT-Silver Min Spend \$20,000 - All minutes @\$.015	\$15,000.00	IP Phone/Accessories for HPBX
1	ADVT-Gold Min Spend \$50,000 - All minutes @\$.012	\$25,000.00	IP Phone/Accessories for HPBX
	Multi Protocol Label Switching (MPLS)		

	MPLS 3 MEG	\$220.00	
	MPLS 5 MEG	\$270.00	
	MPLS 10 MEG	\$330.00	
	MPLS 15 MEG	\$390.00	
	MPLS 20 MEG	\$450.00	
	MPLS 30 MEG	\$570.00	
	MPLS 40 MEG	\$690.00	
	MPLS 50 MEG	\$810.00	
	MPLS 100 MEG	\$990.00	
	MPLS 150 MEG	\$1,170.00	
	MPLS 200 MEG	\$1,350.00	
	MPLS 300 MEG	\$1,530.00	
	MPLS 400 MEG	\$1,710.00	
	MPLS 500 MEG	\$1,890.00	
	MPLS 1 GIG	\$2,150.00	
	MPLS 2 GIG	\$3,000.00	
	MPLS 4 GIG	\$5,300.00	
	MPLS 5 GIG	\$6,100.00	
	MPLS 10 GIG	\$10,000.00	
	SD WAN Service		
	Basic		
	10M	\$55.00	
	30M	\$85.00	
	50M	\$115.00	
	100M	\$150.00	
	200M	\$325.00	
	400M	\$505.00	
	1G	\$1,195.00	
	2G	\$1,540.00	
	5G	\$1,725.00	
	Advanced		
	10M	\$65.00	
	30M	\$100.00	
	50M	\$140.00	
	100M	\$180.00	
	200M	\$395.00	
	400M	\$605.00	
	1G	\$1,430.00	
	2G	\$1,845.00	

5G	\$1,845.00
Advanced	
10M	\$155.00
30M	\$250.00
50M	\$350.00
100M	\$440.00
200M	\$970.00
400M	\$1,515.00
1GB	\$3,575.00
2GB	\$4,615.00
5GB	\$4,615.00
ALL	Any service or feature not specifically detailed in this table may be procured at prevailing rates. Some service elements may be replaced during the life of the contract.

4. INVOICE

Itemized invoices, in accordance with the requirements of Exhibit B Reports and Invoices, shall be submitted to the State after the completion of the job/services and shall include a detailed description of the services along with the location of work.

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

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

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

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 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: **0004904828**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

The undersigned, being all of the directors of Consolidated Communications Enterprise Services, 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:

C. Robert Udell, Jr.
Steven L. Childers

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

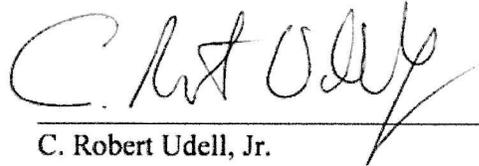
FURTHER ACTIONS

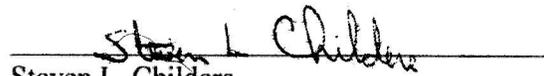
RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary,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

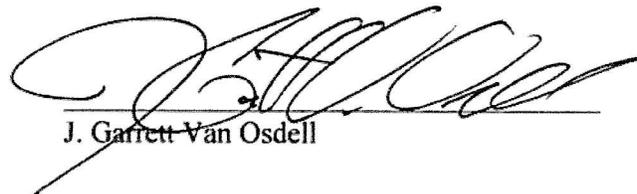
RESOLVED FURTHER, that any actions previously taken by the directors and officers of the Company in connection with the transactions contemplated as described above are hereby approved, ratified and confirmed; and

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

IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 1st day of June 2020.


C. Robert Udell, Jr.


Steven L. Childers


J. Garrett Van Osdell

