

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Paul Rhodes**
Telephone: **(603)-271-3350**
Email: prchweb@nh.gov

RE: Bid Invitation Name: Telephone and Data Service Provider(s)
Bid Number: 1594-14
Bid Opening Date and Time: February 21, 2014 @2:30PM

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to **BID #1594-14** for Telephone and Data Service Providers at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2014, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**REQUEST FOR BID FOR TELEPHONE AND DATA SERVICE PROVIDER FOR
THE STATE OF NEW HAMPSHIRE**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

The Vendor shall abide by all universal service "e-rate" requirements entitling subsidies from the universal service fund administered by the Federal Communications Commission's (FCC) School and Library Division (SLD). The State's obligations under this Agreement shall not be contingent upon receipt of universal service subsidies for the schools and libraries. Vendors approved to provide services under this network service contract must agree that it will cooperate to receive the maximum allowable universal service "e-rate" subsidy for services purchased pursuant to this contract. For public schools and libraries that choose to participate in a contracted service, the Vendor agrees to abide by e-rate stipulations.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim

and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award through February 28, 2019, a period of approximately five (5) years, with the possibility of two (2) additional extensions of one (1) year each. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State, with the approval of the Governor and Executive Council.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

INVOICING:

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

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Paul Rhodes, Purchasing Agent, Bureau of Purchase and Property, at prchweb@nh.gov, or Telephone number: 603-271-3350 All requests shall be submitted five business days prior to bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

VENDOR(S) OPPORTUNITY:

Vendor(s) may also make site visits to any location they chose to bid on if applicable. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page. All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your officer
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

BID SUBMISSION:

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy or complete fax copy offers to the Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail, fax (603-271-7564) or email (prchweb@nh.gov) to:
Department of Administrative Services
NH Bureau of Purchase and Property
25 Capitol Street - Room 102
Concord NH 03301

AWARD:

The award(s) shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by service Group. The State reserves the right to reject any or all bids or any part thereof. If an award is made it shall be, in the form of a State of New Hampshire Contract.

Multiple awards may be made for Group 5 services to insure a complete availability of services to the State throughout geographic New Hampshire.

Any resulting contract(s) shall become effective on the date approved by the Governor and Executive Council for the State of New Hampshire.

CONTRACT DURATION: Contract(s) shall begin upon acceptance and award through the Governor and Executive Council, and be effective through October 31, 2020, a period of approximately five (5) years. The contract(s) may be extended for additional two (2) year periods under the same terms and conditions and upon approval of the State Governor and Executive Council.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://www.state.nh.us/purchasing/bid.asp>.

CONTRACT SECURITY / PERFORMANCE BOND

The Vendor 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 submission date. The Vendor shall bear the full cost of both the initial expense and the annual premiums for the Performance bond. If such is not provided, their Proposal shall be rejected. The Performance bond shall be in a form and substance satisfactory to the State. The Performance Bond shall be maintained by the Vendor in full force and effect until conclusion of the Contract. The Vendor or any of its sureties shall not be released from their obligations under the Performance Bond from any change or extension of time, or termination of this Contract.

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

The Performance Bond shall secure the performance of the Vendor 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 Vendor's default in performance or liability caused by the Vendor. Performance Bond proceeds may also be applied to the Vendor'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 Vendor'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 Vendor 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 vendor.

ESCALATION PROCEDURE FOR DISPUTES

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

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

Dispute Resolution Responsibility and Schedule Table

| Level | Vendor Contact | State Contact | Cumulative allotted time |
|--------------|-----------------------|--------------------------------|---------------------------------|
| First | | Paul Rhodes | 5 Business Days |
| Second | | Michael Connor | 0 Business Days |
| Third | | Linda Hodgdon, Commissioner | 0 Business Days |

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

SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFB.

| EVENTS | DATE | TIME |
|---|-------------|-------------|
| RFB released to Vendors | 1/15/2014 | |
| Vendor Inquiry Period Begins | 1/15/2014 | |
| Vendor Questions Due | 1/31/2014 | 2:30 p.m. |
| Vendor Inquiry Period Ends | 1/31/2014 | 2:30 p.m. |
| Estimated Final State Responses to Vendor Inquiries | 2/13/2014 | |
| Final Date for Response Submission | 2/21/2014 | 2:30 p.m. |

VENDOR PERSONNEL

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

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

Project Manager: The Vendor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract, and shall function as the Vendor's

representative for all administrative and management matters. The Vendor shall identify the Project Manager within the bid response. The Project Manager must be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond questions and address service issues. The Project Manager or alternate shall respond to any calls within one (1) hour of inquiries from the State, and be at the State site as needed. The Project Manager must be qualified to perform the obligations required of the position under the Contract. The Vendor's selection of a Project Manager will be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Vendor's Project Staff found unacceptable to the State.

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

Account Management: Order provisioning personnel for the acceptance of State service and repair requests. Personnel must be completely aware of Vendor services, and fully capable of relating such services to State needs. The Vendor must interpret State Telecommunications Service Request (TSRs) or repairs, speak with State contacts to define service needs and complete any documentation necessary for the Vendor in order to complete service implementation.

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

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

Vendor must provide telephone, facsimile, and Internet e-mail access to each individual on the Vendor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis.

Single Point of Contact: The Vendor must serve as the Single Point of Contact for the State for all service requests and maintenance issues regarding Vendor services. This shall be inclusive of any and all additional TSR releases, repair releases and reports releases. The State shall not be responsible to directly contract third party contractors or Vendor partners.

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

Personnel Access through E-mail: The Vendor 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 Vendor in all respects through E-mail as desired by the State. Vendor systems must be capable of receiving and interpreting Adobe, MS Office Professional and Visio files.

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

SCOPE OF SERVICES:

The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to deliver the required level of services as described herein. The scope of work shall include the complete delivery of services as defined herein.

Services shall be broken into 5 groups as follow:

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 06/30/2015.**

Group 2: Legacy Line/Data Services as replacements for low speed data transfer, dry line operation, alarm lines and voice radio circuits. **All services must be installed as replacements to the incumbent vendor services prior to 06/30/2015.**

Group 3: Advanced Telephone Services are those providing multiple channel or high speed connectivity to the Public Switched Telephone Network (PSTN) intended as replacements to the following: ISDN PRI with DID, dedicated T1 and SIP (Session Initiated Protocol) with DID technologies. **All services must be installed as replacements to the incumbent vendor services prior to 06/30/2015 with the exception of SIP services which will require installation by 10/8/2015.**

Group 4: High Speed Data Transfer Services inclusive of replacements for point to point and switched circuit operations. Current services include dedicated point to point T1, Frame Relay, switched Ethernet interface services, ATM service. It is the intent of the State to replace non-switched Ethernet interface with switched Ethernet services. At the time of this writing, 368, 56K and 1.5M frame relay circuits are deployed. It is expected that 80% of the circuits will be replaced by alternate technologies prior to Contract award. The balance of services, estimated at fewer than 100 circuits, must be installed prior to 6/30/2015.

The State currently holds a contract for Carrier Ethernet services, listed to expire on 5/9/2017. Carrier Ethernet will not be included in service procurements as a result of this bid.

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 06/30/2015.**

GENERAL REQUIREMENTS

Vendor must propose services via its own network facilities, the cooperative use of a subcontractor's network facilities or the resale of another provider's network facilities. The Vendor must clearly identify in its response, which services are provided via its own network facilities and those being resold or provided by a subcontractor. In all cases, the State of New Hampshire must be listed as the customer of record with the Vendor. The State will consider proposals from Vendors who are "sales agents" of a service provider or whose primary business is the traditional "reselling" or "aggregation" of another service provider's network of services.

In order to be eligible, Vendors must have a thorough background in the data communications arena, and have supplied similar services to other customers within geographic New Hampshire.

Successful Bidders must have and retain throughout the duration of the contract, all licenses, registrations and permits required by Federal, State or local laws for performance of this contract prior to the award of contract, and maintain such throughout the duration of the contract. In addition, all Vendor 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 Vendor to furnish the State with sufficient documentation to determine the capabilities of the Vendor and their ability to provide the services as defined.

SERVICE REQUIREMENTS

The State shall determine the quantity required of any service offered by the Vendor.

The Vendor 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, Vendors must contact alternate State vendors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Vendors must attend any meetings called by the State to resolve such conflicts without additional charges being imposed on the State.

New Service or Change Order: Vendors must utilize and retain State issued Telecommunications Service Request numbers as a cross reference to any Vendor order number. Vendor must 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: Vendor 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 vendor supplied number and e-mail reporting. The Vendor must perform 24 hour x 7 day monitoring, reporting and maintenance of its network in support of State services including addressing of system failure (full and component), network overload, network performance, alert management, management reports and other related items.

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

Group 1 Traditional Telephone Line Service

1. Group 1 Voice Telephone Service Requirements

Vendors shall propose offerings based on current technologies and Vendor capability. 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. The Vendor must provide in its response, details of the technology to be used, proposed equipment including models, manufacturer, software and software release version levels. 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 Vendor intends to supply replacements. All associated costs shall be included in Appendix C Pricing Worksheets. The State reserves the right to accept the best technology that will prove the greatest benefit to the State.

1.1 Local Number Portability

Vendor 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 Vendor, with strict coordination through the State.

The Vendor must accept any telephone number (lines) used by the State prior to Contract to be transferred to the Vendor network service. The Vendor 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 Vendor's services as well as from the Vendor's service to an alternate carrier. The Vendor must provide future telephone number portability with its line numbering.

1.2 Pre-Subscription for Local and Toll Services

The Vendor shall provide local, intra-LATA services and inter-LATA services. The Vendor 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 Vendor, 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 Vendor 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 Vendor, 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 Vendor or any other entity shall be invoiced to and paid by the telephone service provider.

The vendor 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 Vendor, 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 Vendor.

1.5 Carrier Verification Number

The Vendor 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 Vendor 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

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

The Vendor 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

Vendors must provide local exchange services as defined by the State and offered by the Vendor. 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. Provide any alternative pricing methods in the **Appendix C: Pricing Worksheets**, Balance of Product Line table.

1.10 System Fraud Control

The Vendor 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 Vendor 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. Details of all fraud control systems must be clearly defined in the vendor response.

1.11 Compatible E911 Services

Vendors must 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 to 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

Vendor 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 Vendor must adhere to all standards for the North American and International dialing plans. The Vendor must state, in its response, whether local calls within the same calling area will require a seven-digit (NNX + XXXX) or ten-digit NPA+NNX+XXXX) dialing plan. The Vendor must provide toll services that conform to the international dialing plan of the ITU for all international calls. The Vendor must accept transfer of all State used exchange and extension (XXX~~X~~ station number) to their services with no transfer fee billed to the State.

1.15 Service Grade P.01

The Vendor 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 Vendor 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 Vendor, and not directly billable to the State.

1.17 Access Type

For all services presented to the analog telephones, Vendor 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.

Vendor must ensure that telephones, faxes, modems and equipment currently used by the State operate in all facets with the Vendor service unless including replacement equipment in their proposal.

1.18 Basic Rate ISDN Services

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

Basic Rate ISDN services are currently designated by Verizon as "IBSD" service. Services shall allow (2) individual 64 Kbps basic rate or bonded 128 Kbps basic rate services and a 16 Kbps data channel. ISDN service must allow the establishment and control for circuit switched data connections between two basic rate interface (BRIs), in single channel or bonded (dual channel) operation. It 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 Vendor switches (at geographically diverse locations) carried on a clear data channel at data rates of 64 Kbps or 128 Kbps;
- Non-Invasive U-DSL Loop-Back. Service must allow loop-back testing without interruption of existing connection and communication transport services. Call cannot be interrupted by craft initiated loop-back tests;

1.19 Disconnection of Services

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

1.20 Operator Services

The Vendor 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 Vendor 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 Vendor 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 Vendor shall be provided a list of telephone numbers to be included in the present LEC (Currently published by Supermedia LLC) telephone directories as directed by the State. At present, only primary contact numbers are listed, but may be listed in multiple regional directories. The Vendor 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 Vendor 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 **Appendix C Pricing Worksheets**.

1.23 Incoming Toll Free Services

It is desirable that the Vendor proposes incoming toll free services that accommodate intra-LATA and inter-LATA calling. Line numbers assigned to incumbent carriers must be transferred to Vendor services.

The Vendor 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

Vendor must propose voice telephone services with, at a minimum, the following features that shall be inclusive of the basic monthly line cost. No additional charges shall be assessed lines utilizing any or all of these features. The Vendor must note in their response, any features that are conflicting, and the reason for such conflict. All feature assignments must be retained by the Vendor, 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 Vendor 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 Vendor subscribed line will release the originating caller ID to the called party. By default, each line will be blocked. The Vendor 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. The Vendor must list in their response, any limitations of this feature when used within their 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 Vendor shall provide a voice messaging mailboxes utilizing DTMF prompts and permitting interaction with the service via any touch-tone telephone. The system shall recognize the station that the caller attempted to call, and provide a user customized message indicating that the called party is not available and to leave a message. The service must allow, at a minimum, up to 30 messages in a mailbox at any one time; message length of three minutes in duration and message retention of up to 30 days. The option to disallow incoming messages must also be provided.

Voice mail service shall be available 24 hours a day, seven days a week and utilizes the keys of a touch-tone telephone for feature activation and message manipulation. All user programmable features including outgoing message and message retrieval shall be password protected with a DTMF encoded password of not less than four digits.

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

Voice mail shall be provisioned with the following features:

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

1.31 Call Forwarding – Busy Line

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

1.32 Call Forwarding Don't Answer – All Calls

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

1.33 Call Forwarding Variable

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

1.34 Call Pick up Groups

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

1.35 Call Transfer; All Calls

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

1.36 Conference Call-Six Way

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

1.37 Outgoing Called Line Identification

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

1.38 Incoming caller ID name and number.

1.39 Message Waiting Indicators

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

1.40 Automated Attendant/Call Processor

Contractor shall provide call processor services functioning as an automated attendant to greet callers, to inform callers of selection options through DTMF dialing, and transfer callers to a destination of their choice. The 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 Attachment 1, Offer.

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 remodeling.

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

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

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

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

Group 2 Legacy Line/Data Services

Vendor shall propose 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 Vendor 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 Vendor shall review each type circuit to determine the exact requirements based upon the current Vendor definition. Each service must be replaced entirely, with the awarded Vendor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Vendor 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

Vendor 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

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

2.4 Service Definition and Inventory

The Vendor is responsible to review each circuit provided, define circuit operating parameters and ensure replicated circuit operation. Vendor 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 Vendor 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

Vendor 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. Vendor shall maintain and prove continued circuit operation on a routine basis by monitoring QoS.

2.7 Intrusive Testing

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

2.8 Demarcation Point

Demarcation points (demarcs) for legacy data services shall be located in computer rooms, server closets or terminating State data equipment locations within 150 lateral feet of the building penetration point or existing Main Distribution Frame (MDF) as defined by the State. It is the responsibility of the Vendor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Vendor services to State data equipment. Existing wire and cable may be used only if tested and certified for operation and maintained by the Vendor. The Vendor 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 Vendor 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 Vendor ID, circuit number, any associated test or demarc number and date of installation. Labels shall be on demarc devices. Vendor 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 Vendor Service Review

The Vendor shall review each type circuit to determine the exact requirements based upon the current Vendor definition. Incumbent Vendor 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 Vendor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Vendor shall supply such equipment without additional charge to the State. In all cases, the Vendor 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 Vendor equipment and utilize State purchased equipment. The Vendor 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 Vendor FairPoint 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 FairPoint as "FDDA" service. The service provides data transmission between two or more stations without access to the switched network. Voice transmission may be provided on an alternate or simultaneous basis. Data speeds are 56 Kbps or less, dependent upon application. Bellcore designations of 3002 circuits are included in this category.

2.12 Protective Alarm Circuits

This circuit is designated by the current Vendor FairPoint 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 Vendor FairPoint 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 Vendor FairPoint 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 Vendor FairPoint 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 Vendor FairPoint as DDS services. Inclusive are 9.6Kbs, 19.2 Kbs and 56Kbs private line data services.

2.16 Group 2 Services

The following services shall be included in Group 2 offerings, all inclusive with features as defined in this Group. These definitions shall apply to the Service Item denoted in Attachment 1, Offer.

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

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

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

Private Line ~~Voice~~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 vendor, FairPoint.

Radio Land Line Circuits: Voice grade land line circuits for two way radio communications typically designated by FairPoint 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 Vendor FairPoint as DDS services.

Group 3 Advanced Telephone Services

The Vendor must propose 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 Vendor must specify the minimum and maximum number of digits being delivered to the State's premise equipment.

The DID service proposed by the Vendor must provide blocks of consecutive telephone numbers for the State. Existing numbers and 100 number blocks must be transferable to the Vendor network. The Vendor must describe, in its response, the minimum and maximum number of consecutive telephone numbers available with the proposed DID service. All existing numbers currently used must be retained, and transferred to the new Vendor service. All numbers shall be maintained by the Vendor 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 vendor'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 Vendor equipment shall be made using Vendor 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

Vendor 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 Vendor, with strict coordination through the State.

The Vendor must accept any telephone number (lines) used by the State prior to contract to be transferred to the Vendor network service. The Vendor 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 Vendor's services as well as from the Vendor's service to an alternate carrier. The Vendor must provide future telephone number portability with its line numbering.

3.5 Pre-Subscription for Local and Toll Services

The Vendor shall provide local, intra-LATA, inter-LATA and world wide services. The Vendor 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 Vendor, 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 Vendor or any other entity shall be invoiced to and paid by the telephone service provider.

3.6 Toll Service Method

Toll service must be completely transparent to telephone users, not requiring additional digits for dialing. Service must not require the use of dedicated lines or circuits (trunking) unless paid entirely by the Vendor, 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 Vendor.

3.7 Carrier Verification Number

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

3.8 Voice Call Billing Increments

All Vendor invoices, call detail reports and charges shall be based upon six second or less billing increments, with charges rounded up to the nearest penny. All 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.

3.9 Local Service

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

The Vendor 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. Provide any alternative pricing methods in the **Appendix C: Pricing Worksheets**, Balance of Product Line table.

3.11 Compatible E911 Services

Vendors 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 Vendor must adhere to all standards for the North American and International dialing plans. The Vendor must state, in its response, whether local calls within the same calling area will require a seven-digit (NNX + XXXX) or ten-digit (NPA+NNX+XXXX) dialing plan. The Vendor must provide toll services that conform to the international dialing plan of the ITU for all international calls. The vendor 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 Vendor 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 Vendor must provide local operator service 24 hours a day, 365 days-per -year with no holiday exceptions.

3.15 Access to Directory Assistance

The Vendor 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 Vendor 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 Vendor must retain all State required intercept messages and referrals for a minimum of six months from the date of disconnection. The Vendor 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 Vendor 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 Vendor shall be provided a list of telephone numbers to be included in the present LEC (Currently published by Supermedia LLC) telephone directories as directed by the State. At present, only primary contact numbers are listed, but may be listed in multiple regional directories. The Vendor 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 Vendor 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 **Appendix C Pricing Worksheets**.

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

It is desirable that the Vendor proposes incoming toll free services that accommodate intra-LATA and inter-LATA calling. Line numbers assigned to incumbent carriers must be transferred to Vendor services.

The Vendor 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 Vendor shall propose 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 Vendor must specify the minimum and maximum number of digits being delivered to the State's premise equipment.

The DID service must provide blocks of consecutive telephone numbers and specified numbers currently used by the State. The Vendor must describe, in its response, the minimum and maximum number of consecutive telephone numbers available with the proposed DID service. All existing numbers currently used must be retained, and transferred to the new Vendor 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 Vendor subscribed DID number will be released to the called party. The Vendor must allow the state to permanently block or unblock ID information on a circuit by circuit basis.

3.24 Incoming Line Hunt

Services must include unlimited line hunt of incoming calls to lines or trunks based upon a line busy scenario. Forwarding shall be to any other line in the network. The Vendor must list in their response, any limitations of this feature when used within their 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 Vendor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Vendor services to State data equipment. Existing wire and cable may be used only if tested and certified for operation and maintained by the Vendor. The Vendor 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 Vendor 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 Vendor ID, circuit number, any associated test or demarc number and date of installation. Labels shall be on demarc devices. Vendor 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

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

3.27 Connect Time

The Vendor 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

Vendor 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 Vendor 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 Vendor.

3.29 Primary Rate ISDN Services

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

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

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

Vendor shall provide complete "turn key" services, requiring no items ordered or provided by the State. Transport medium shall be provided by the Vendor 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 Vendor. 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. These definitions shall apply to the Service Item denoted in Attachment 1, Offer.

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 Attachment 1 Offer.

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 (Currently published by Supermedia LLC.) telephone directories as directed by the State. Any additional listings may result in a per listing charge.

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

Group 4 High Speed Data Transfer Services

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;. All replacement services shall be based on fixed monthly costs per circuit. Usage costs shall not apply. No installation service charges shall apply to circuits installed to replace incumbent contractor services. After initial installation period one-time costs for additional services may be proposed on a circuit-by-circuit basis. Any and all services may be terminated or replaced with alternate technology without penalty at any time during the contract.

Vendors may propose current technology or alternative technologies. Alternative services must be completely defined in the Vendor's proposal, inclusive of a plan to convert incumbent Vendor services to the proposed services. Vendors shall also define any hardware and equipment necessary for the state to interface to the Vendor services using existing State equipment. Vendors must survey the needs of the State to insure that existing services are replaced with compatible services. Vendor shall insure continued interface compatibility with existing hardware interfacing with the network. Vendor shall provide any media gateways or conversion equipment required to insure current hardware support. A complete report shall be created and forwarded to the State prior to service initiation defining each service selection, installation configuration, programming, originating site locations and terminating site locations. The report shall be forwarded to the State monthly on the first day of the month throughout the duration of the contract.

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

Service availability shall be throughout the geographic area of the state, with minimum converge area denoted as existing locations listed in s.

4.1 Vendor Service Review

Vendor (inclusive of incumbent Vendor I awarded a contract) 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 awarded Vendor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Vendor shall supply such equipment without additional charge to the State. In all cases, the Vendor 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 Vendor equipment and utilize State purchased equipment. The Vendor must work with the State to ensure circuit and equipment compatibility for full duplication of circuit and equipment operation.

4.2 Industry Standard Operation

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

4.3 Demarcation Points

Demarcation points (demarcs) for data services shall be located in computer rooms, server closets or terminating State data equipment locations within 150 lateral feet of the building penetration point or existing Main Distribution Frame (MDF) as defined by the State. It is the responsibility of the Vendor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Vendor services to State data equipment. Existing wire and cable may be used only if tested and certified for operation and maintained by the Vendor. The Vendor 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 Vendor shall remove all active (powered) components at their own expense. All passive (non-powered) devices shall be retained by the State. The Vendor is responsible for getting the Circuit terminated to the State of New Hampshire defined MDF Facility and the vendor can extend that Circuit up to 150 feet from the MDF upon request from the State of New Hampshire at no charge. The Vendor 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 Vendor ID, circuit number, any associated test or demarc number and date of installation. Labels shall be on demarc devices. Vendor 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 Vendor is responsible to review each circuit utilized by the State to define proper circuit operating parameters. Vendor 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

Vendor must list the protocols supported by the proposed 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 Vendor 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 Vendor 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 Vendor equipment and ports, and any and all related information.

4.8 Data Services Quality of Service

Vendor 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. Vendor 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 Vendor to ensure transport availability at 100 % of the committed information rate. Vendors must provide reports identifying throughput on a sampled second basis and average per hour basis.
- Bit Error Rate (BER): The Vendor 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 Vendor 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 Vendor to ensure constant operation at peak performance. The Vendor shall specify how tests are completed.
- Network Latency. The Vendor 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 Vendor shall provide daily QoS functions as defined below:

- Configuration Management. The Vendor shall advise, create and program network configuration on the Vendor network and State sub-networks. Seven main sub-networks using frame relay services currently exist. The Vendor 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 Vendor shall monitor services and report to the State failed or faulty services within one business hour of detection. The Vendor shall provide a help desk to answer State questions regarding performance and operation.
- Congestion. It is the Vendor's responsibility to assure that congestion within the Vendor's network does not affect the speed of transmission to/from the State.
- Predictive Control and Problem Avoidance. The Vendor shall provide proactive review of services and advise the State as to network or usage modifications and sub-network orientation and arrangements. The Vendor shall define all such operations in their response.

4.9 Standards Compliance

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

4.10 Intrusive Testing

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

4.13 Circuit Technology

Vendors shall provide same or alternative advanced switched circuit technology in proposing services as noted below.

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 to the Doorstep

All High Speed Data Services shall present an Ethernet interface commonly referred to as Ethernet to the Doorstep providing 3 Mbps or faster full duplex services to State offices. Vendor shall provide interface device (if required) presenting a standard Ethernet handoff a standard RJ45 interface connection. Vendor shall also provide replacement devices in the event of failure. The Vendor must clearly define the technology, bandwidth, methods, procedures and equipment used to provide Ethernet to the Doorstep in its proposal. Ethernet must be able to service multiplex based on frame 802.1q VLAN value multiple E-LAN and E-Line services over the same customer port (UNI).

Vendor must provide the ability to differentiate up to four levels of QoS based on level of service. Vendor must be able to map traffic based on VLAN ID into the appropriate QoS enabled network.

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

Vendor shall provide Circuits with incremental bandwidth steps up to 10gbps. Services must be available to be provisioned at all levels up to 10gbps at the time of bid response to be considered a valid offering and bid response.

Dependability: All services must be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.9% of the time based upon a 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails with total timeframe of failures accumulating to 120 minutes or more within a 30 day period (exclusive of planned maintenance outages), the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Vendor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

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

Vendor must provision Network Operations Center managed CPE that is manageable and monitored at the carrier Network Operations Center. This manageability must include, but not be limited to, adjusting service parameters, initiating loopback testing, 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 Vendor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

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 vendor's network.

The vendor's core network shall have redundant connections between facilities within their infrastructure. The vendor'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.

Vendor shall not block any ports or traffic between connections to State Agencies. Vendor 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, vendor 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 vendor.

Vendor must provide standards based performance monitoring per IAW ITU Y.1731 including round trip delay from CPE to CPE, delay variation (jitter), frame loss, and availability in real time, 15 minute and 24 hours intervals. Vendor must provide an Internet Web Portal to view performance monitoring statistics at all times. Reports on each circuit must be retained and available for review, for a minimum period of 12 months from the date of origination.

Standards based IETF RFC 2544 performance monitoring testing to include – Throughput test, Latency test, Frame Loss test, Back-to-Back test. All tests must be run at a variety of frame sizes to include – 64, 128, 256, 512, 1024, 1280, and 1518 bytes.

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

Vendor must provide sample formats of these monthly reports in their response to the RFB

Vendor service must allow the integration of alternate technologies into the Ethernet system 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. Vendor shall abide by all ITU regulations and requirements.

4.17 Asynchronous Transfer Mode (ATM)

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

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. Vendor 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.

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 Attachment 1, Offer.

Network Professional Services: The State shall require the Vendor 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 Vendor 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.

Vendor 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.

Multiple awards may be made for Group 5 services to insure a complete availability of services to the State throughout geographic New Hampshire.

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. The Vendor must clearly define the technology, bandwidth (up load, down load speeds), methods, procedures and equipment used to provide any DSL service.

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 Vendor will be required to clearly define in their bid 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 Vendor ISP.

5.2 High Speed Cable Modem Service

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

5.3 Fiber Optic Service

The fiber optic based service must bring direct delivery of services to the State office location. The Vendor must provide a complete description of services in its response.

5.4 Satellite Service

Satellite service shall not require the use of wired telephone or other hard wired technologies. Vendor 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 Vendor 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 Vendor is responsible to pay for any repairs and/or services needed to maintain and meet the described requirements.

5.6 Emergency Service Failure Reporting

Vendor 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

Vendor shall provide Internet related problem determination assistance at no fee. At a minimum, the successful Vendor(s) shall demonstrate any related problem is not due to the Vendor'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

Vendor 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.

Vendor shall provide configuration technical support to the State for any upgrades or additional features purchased from the successful Vendor(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 as described in the Vendor Bid. This is the effective data rate, not a line speed designation.

5.10 Connectivity

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

Vendor must specify within their bid:

- All types of communications between the State and the equipment at the ISP;
- All protocol specification;
- All proposed Equipment to be placed in the State of New Hampshire offices to deliver vendor services. The State shall not be charged for such equipment.

Vendor 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 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 Vendor to provide any necessary cable, interface blocks, inside cable or other equipment required to connect Vendor services to State data equipment. Existing wire and cable may be used only if tested and certified for operation and maintained by the Vendor. The Vendor 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 Vendor 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 Vendor ID, circuit number, any associated test or demarc number and date of installation. Labels shall be on demarc devices. Vendor 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

Vendor shall provide dynamic and/or static addresses for interfacing State equipment. Vendor 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. These definitions shall apply to the Service Item denoted in Attachment 1, Offer.

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.

6 General Items Applying to All Service Groups

6.1 Support Access

The Vendor shall agree 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 of any Contract, including without limitation, correcting all errors, destructive programming; and replacing incorrect, defective or deficient software and documentation.

6.2 Availability

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

6.3 Vendor Damage to State Facilities or Equipment

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

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

6.4 Power (Applies to all on site equipment)

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

6.5 Vendor 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 Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

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

6.6 Vendor Subcontractors

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

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

CD Media

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

Paper

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

6.9 Administration

The vendor shall assign a dedicated financial representative to the State account who 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 vendor 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 vendor 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).

6.10 Electronic Payments

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

6.11 Retention of Invoices

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

6.12 Monthly Balance Reports

The vendor 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.

6.13 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.

6.14 Accuracy of Invoices

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

6.15 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.

6.16 Monthly Services Audit Report

The vendor 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.

6.17 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 vendor. In some cases, multiple accounts may be delivered in a master summary account for a single State agency. Detailed invoices for Group 1 replacement Centrex telephone services and Group 3 services shall be forwarded to the Bureau of Statewide Telecommunications for distribution by the State. The complete address is:

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

6.18 Invoice Delivery Timeframe

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

6.19 Vendor Incurred Charges

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

6.20 Fixed Charges

The vendor shall not invoice the State for any new or additional charges (recurring or non-recurring) other than those costs proposed in Attachment 1 Offer. 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 B. Such fees must be clearly labeled by the vendor and provided as a separate line item of the vendor 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.

6.21 Billing of Past Charges

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

6.22 Single State/Multiple Service Location Billing

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

6.23 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 vendor must allow for future system changes at no costs to the State.

6.24 Single Point of Contact

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

6.24 Telephone Service Requests

The vendor 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 vendor. All vendor correspondence and submission shall be sent to:

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

6.26 Dispatch Personnel

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

6.27 Personnel Access through E-mail

The vendor 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 vendor in all respects through E-mail as desired by the State. Vendor systems must be capable of receiving and interpreting Adobe, MS Office Professional and Visio files.

6.28 New Service or Change Order

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

6.29 Disconnect Orders

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

6.30 Receipt of State Requests

The vendor 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 vendor 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 vendor.

6.31 Response to Maintenance Calls

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

6.32 Repair and Installation Services

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

The vendor must agree to comply with the following categories for maintenance of its proposed network services:

Critical Maintenance and Escalation;
Emergency Maintenance;
New Services

Critical Maintenance and Escalation

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

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

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

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 Vendor 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 vendor must provide emergency maintenance for those network services designated by the State as important to the function of the State. All such reports must be remotely tested by the vendor within 30 minutes of report, with repairs initiated within the hour. If services are not restored within two hours of report, second level support shall be obtained through the vendor. If services are not restored within 8 hours, the Emergency Maintenance problem shall be escalated to Critical Maintenance.

Typical Emergency Maintenance shall include:
Loss of voice or data service to any State office;
Loss of main or primary line;
Work due to a "rush" situation as defined through an Executive office or emergency situation.

New Service Requests

Vendor shall install all new services on or before the State requested due dates. Scheduled installation day and time of day must be provided to the State within three (3) business days of

transmission of State Telephone Service Request. If the Contractor fails to meet the above mentioned time frame, the State reserves the right to pursue its remedies as set forth in the Agreement. A failure in accordance with this section shall not constitute an Event of Default as defined in Section 8 of the Agreement of Terms and Conditions unless, in the State's sole judgment, the failure materially impacts the services required by the Contract and the Contractor is provided written notification as defined in Section 8 of the Agreement Terms and Conditions.

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.

6.33 Critical Nature of Timeframes

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

6.34 Operational Andand Security Requirements

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

Network Traffic Security

Receipt and implementation of new service orders;

Access to the network service by the vendor's service personnel and/or Technicians;

Access by the State to network service billing records.

6.35 Post Implementation Review

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

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

6.36 Compliance with Jurisdictional Authorities

The vendor 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 vendor shall obtain and pay for all licenses, permits, and inspection fees required for work being performed.

6.37 Confidential Information

The Vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the State

ATTACHMENT 1 OFFER

The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

Vendor shall use Attachment 1 Offer Worksheets to price all services. Where quantities are provided, the tables reflect a one month usage estimate that will be used to determine the total Vendor costs of service. Vendors may propose services for any number of the service Groupings. Vendor offers must be complete within a grouping and all inclusive of series.

- Group 1: Traditional Telephone Line Services;**
- Group 2: Legacy Line/Data Services;**
- Group 3: Advanced Telephone Services;.**
- Group 4: High Speed Data Transfer Services;**
- Group 5: High Speed Internet Service Provider**

1. In proposing any Offer, all Group Services within that Offer must be included, with the exception of Group 5 services. Vendor may select to respond to any offers within Group 5. For Group 1 through 4 services, price all services within the Offer. **DO NOT LEAVE ANY PRICE OFFERS BLANK. IF NOT PROPOSING A GROUP SERVICE, ENTER N/B (NO BID) FOR ALL ITEMS LISTED WITHIN THAT TYPE SERVICE.**
2. If additional services are proposed, the Vendor must determine the proper Group service for inclusion in each Offer listed as Balance of Product Line. All such services must be defined within the Vendor response. Add pages if necessary.
3. No one time installation charges shall apply.
4. Any services provided for a partial month shall be prorated for the number of days of proven service after installation and testing (no. of service days / no. of days in billing month X monthly cost). No charges shall be made against services not fully tested and operational.
5. No payments shall be made for services such as line features or circuit optioning not itemized in Attachment 1 but included within the RFB.
6. The costs listed herein are the only costs to be charged the State throughout the duration of any resulting contract. Only costs as labeled shall be assessed to the State. All services as proposed within the RFB are inclusive within the prices stated. No additional fees shall apply. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, Vendor internal policies or otherwise shall not be reflected as additional charges to the State. The only compensation paid by the State to the Vendor shall be those disclosed within this document.
7. It is recognized that calling charges for calls outside of North America may not be in control of the Vendor. Calling charges (toll, operator assistance, etc.) for calls made outside of North America shall be the lowest costs charged by the Vendor to any of their customers.
8. One LEC directory listing per telephone number shall be provided when directed by the State, at no charge to the State. Additional listings may be invoiced as noted within Attachment 1.
9. No disconnection charges shall be assessed for any service.
10. All data service costs shall be at full circuit bandwidth. No additional costs shall be charged on the basis of throughput in pulses per second or similar measure.

11. All installation costs shall be included in quoted prices. Installation of any cable or facilities within 150 linear feet of existing demarks or building penetrations (whichever is longer) shall be included in the installation price.
12. Vendors shall provide costs in the following tables. All costs that are not contained within in the tables shall be considered as inclusive at no additional charge. Only costs in the format presented to the State shall be assessed for a service. List all possible taxes, surcharges and fees that Vendor considers billable to the State in the Additional Costs table. Acceptable taxes are international taxes and non-New Hampshire state taxes. The State is exempt from Federal taxes and State of NH taxes.

13. Table Headings

Table headings are defined as follows:

Service Item: Description of item to be priced.

Quantity: Quantity of services for award consideration. Quantities will be used by the State to compare costs of services proposed by the Vendor. Listings are not a guarantee of purchase quantities.

Price: The monthly price of each service (considered as item quantity one) for a single month of service or a onetime cost within a given Offer.

Quantity x Price: The product of the Quantity and the Price listed within the table.

14. Common Table Terms

Group: Service Group as defined within this document with the appropriate Group heading.

Install: The complete installation charge for the installed service (individual line, circuit, trunk, etc.) .

16. Additional Costs Table: Any additional charges not included in the items within previous tables, but to be charged by the Vendor to deliver or maintain services as defined within the RFB. Usage based Group 4 and/or Group 5 charges shall not be accepted.
17. Balance of Product Line: List and price all services proposed by the Vendor, but not defined within the RFB. Add additional pages as necessary. Define all such item including cost labels. This table is for informational purposes only. The Balance of Product Line table will not be used to determine contract award.

OFFER WORKSHEETS

OFFER WORKSHEETS

| SERVICE ITEM | QUANTITY | PRICE | QUANTITY X PRICE |
|--|----------|--------|------------------|
| Group 1 Traditional Telephone Line Services | | | |
| Centrex or Equal Full Feature Telephone Line with Unlimited Calling (No Toll within the US; Monthly) | 1,000 | | |
| Centrex or Equal Full Feature Telephone Line Voice Mail (Monthly) | 1,000 | | |
| Full Service Business Line (No toll charges within the US; Monthly) | 500 | | |
| Full Service Business Line Voice Mail (Monthly) | 500 | | |
| Measured Service Business Line (Monthly) | 500 | | |
| NH LATA toll Calling (Per Minute) | 10,000 | | |
| InterLATA Toll Calling (Per Minute) | 3,000 | | |
| Measured Service Business Line Local Calling Cost (per Call) | 500 | | |
| Toll Free Service (Monthly) | 25 | | |
| Toll Free Service Usage Charges, NH LATA Charges (per Minute) | 12000 | | |
| Toll Free Service Usage Charges, InterLATA Charges (per Minute) | 1200 | | |
| ISDN BRI Circuit/Line Monthly (Unlimited Local and US Toll Calling) | 40 | | |
| ISDN BRI Voice Mail | 20 | | |
| Suspension of Number | 10 | | |
| Directory Assistance | 500 | | |
| Centrex or Equal Full Service Telephone Line Automated Attendant/Call Processor | 10 | | |
| Directory Listing (per Listing) | 500 | | |
| Unlisted Services (No Charge) | 500 | \$0.00 | |
| Group 1 Traditional Telephone Line Price Total | | | |
| Group 2 Legacy Line/Data Services | | | |
| 9.6K Multipoint Digital Data Monthly (per Point) | 3 | | |
| 19.2K Multipoint Digital Data Monthly (per Point) | 3 | | |

| SERVICE ITEM | QUANTITY | PRICE | QUANTITY X PRICE |
|--|----------|-------|------------------|
| 56K Multipoint Digital Data Monthly (per Point) | 34 | | |
| 9.6K Multipoint Analog Data Monthly (per Point) | 3 | | |
| 19.2K Multipoint Analog Data Monthly (per Point) | 3 | | |
| 56K Multipoint Analog Data Monthly (per Point) | 10 | | |
| Protective Alarm Circuit Monthly | 20 | | |
| Fire Dispatch Circuit Monthly | 10 | | |
| Private Line Voice Monthly | 20 | | |
| Radio Circuit Monthly | 20 | | |
| Group 2 Legacy Line/Data Services Total | | | |
| | | | |
| Group 3 Advanced Telephone Services | | | |
| ISDN Primary Rate Interface Unlimited Service | 40 | | |
| DID 100 Number Group | 120 | | |
| Toll Free Virtual Services | 75 | | |
| Toll Free Virtual Services per Minute-in-State | 100,000 | | |
| Toll Free Virtual Services per Minute-Inter-LATA | 10,000 | | |
| Directory Assistance | 5,000 | | |
| Unlisted Services | 100 | | |
| SIP 100 Channel Unlimited Service | 1 | | |
| SIP 200 Channel Access | 1 | | |
| SIP 300 Channel Access | 1 | | |
| SIP 400 Channel Access | 1 | | |
| SIP 500 Channel Access | 1 | | |
| Additional telephone number directory listing (1st Free) monthly | 500 | | |
| Group 3 Advanced Telephone Services Total | | | |

| SERVICE ITEM | QUANTITY | PRICE | QUANTITY X PRICE |
|--|----------|-------|------------------|
| | | | |
| 4 High Speed Data Transfer Services | | | |
| T1 Point to Point Services | 20 | | |
| Ethernet to the Doorstep | 100 | | |
| Frame Relay 56Kbps | 20 | | |
| Frame Relay 1.5Mbps | 80 | | |
| ATM at 45Mbps | 2 | | |
| Group 4 High Speed Data Transfer Services Total | | | |

| | | | |
|---|----|--|--|
| Group 5 High Speed (Broadband) Internet Service Provider | | | |
| DSL ISP Connection 3M Download/ 3M Upload Monthly | 25 | | |
| High Speed Cable Modem Monthly | 50 | | |
| Fiber Optic Monthly | 5 | | |
| Satellite Monthly | 50 | | |
| Group 5 High Speed (Broadband) Internet Service Provider | | | |

ADDITIONAL COSTS

Include any additional charges not listed above for services as defined within and required to meet RFB specifications. List the "Service Group", "Service Item", required "Quantity" and "Price" for each Service Item. Provide a complete definition of each additional charge and charge justification at the end of Appendix C. Add pages as necessary.

| SERVICE GROUP | SERVICE ITEM | PRICE | QUANTITY | PRICE X QUANTITY |
|---------------|--|-------|----------|------------------|
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| 1 | | | | |
| | Group 1 Traditional Telephone Line Additional Costs Total | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| 2 | | | | |
| | Group 2 Legacy Line/Data Services Additional Costs Total | | | |

ADDITIONAL COSTS (Continued)

Include any additional charges not listed above for services as defined within and required to meet RFB specifications. List the "Service Group", "Service Item", required "Quantity" and "Price" for each Service Item. Provide a complete definition of each additional charge and charge justification at the end of Appendix C. Add pages as necessary.

| SERVICE GROUP | SERVICE ITEM | QUANTITY | PRICE |
|---------------|---|----------|-------|
| 3 | | | |
| 3 | | | |
| 3 | | | |
| 3 | | | |
| 3 | | | |
| 3 | | | |
| 3 | | | |
| 3 | | | |
| 3 | | | |
| | Group 3 Advanced Telephone Services Additional Costs Total | | |
| 4 | | | |
| 4 | | | |
| 4 | | | |
| 4 | | | |
| 4 | | | |
| 4 | | | |
| 4 | | | |
| 4 | | | |
| | Group 4 High Speed Data Transfer Services Additional Costs Total | | |

ADDITIONAL COSTS (Continued)

Include any additional charges not listed above for services as defined within and required to meet RFB specifications. List the "Service Group", "Service Item", required "Quantity" and "Price" for each Service Item. Provide a complete definition of each additional charge and charge justification at the end of Appendix C. Add pages as necessary.

| SERVICE GROUP | SERVICE ITEM | QUANTITY | PRICE |
|----------------------|--|-----------------|--------------|
| 5 | | | |
| 5 | | | |
| 5 | | | |
| 5 | | | |
| 5 | | | |
| 5 | | | |
| 5 | | | |
| 5 | | | |
| 5 | | | |
| | Group 5 High Speed (Broadband) Internet Service Provider Additional Costs Total | | |

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--------------------|---|----------------------|
| 1.1 State Agency Name | | 1.2 State Agency Address | |
| 1.3 Vendor Name | | 1.4 Vendor Address | |
| 1.5 Vendor Phone # | 1.6 Account Number | 1.7 Completion Date | 1.8 Price Limitation |
| 1.9 Contract(s)ing Officer for State Agency | | 1.10 State Agency Telephone Number | |
| 1.11 Vendor Signature | | 1.12 Name and Title of Vendor Signatory | |
| 1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature | | 1.15 Name and Title of State Agency Signatory | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become

available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

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

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing 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(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

ATTACHMENT C

Vendor shall provide any additional information in Attachment C.