

Bob Casson



# State of New Hampshire

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

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

#23C

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

April 25, 2012

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

5/23/2012

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Enhanced Communications of Northern New England, Inc., (VC 174027), of Portland, ME for a total price not to exceed \$3,000,000.00, for carrier ethernet services. The contract shall begin upon Governor and Executive Council approval and expire on May 9, 2017, unless extended in accordance with the contract documents.

The approximate annual value of this contract is \$600,000.00. Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds in a specific appropriation to cover the requested service.

### EXPLANATION

Approval of the attached service contract will authorize Enhanced Communications of Northern New England, Inc. to establish carrier ethernet services for the State.

On September 13, 2011 the Bureau of Purchase and Property released a solicitation for a carrier ethernet provider. Three vendors submitted bids with the lowest bid being from Enhanced Communications of Northern New England, Inc. The Office of Information Technology and the Telecommunications Section verified that the subject vendor met all of the requirements of the bid. This bid was advertised in a statewide newspaper and on the Purchase and Property website. Attached are the results of the bid.

Respectfully Submitted,

Linda M. Hodgdon  
Commissioner

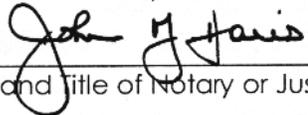
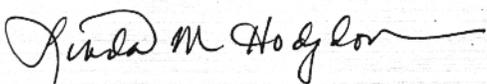
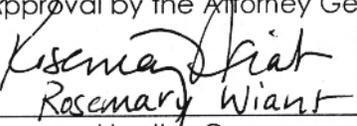
Subject: Contract for Carrier Ethernet Services

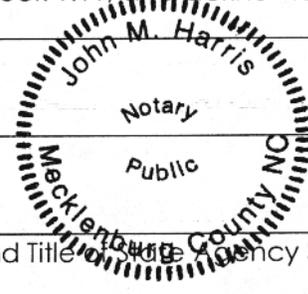
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Enhanced Communications of Northern New England Inc.		1.4 Contractor Address 900 Elm St., Floor 16, Manchester, NH 03101	
1.5 Contractor Phone Number 603 656-8022	1.6 Account Number	1.7 Completion Date May 9, 2017	1.8 Price Limitation \$3,000,000.00
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Shirley J. Linn, Executive Vice President and General Counsel	
1.13 Acknowledgement: State of North Carolina, County of Mecklenburg On <u>April 19, 2012</u> , 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]  My commission expires March <del>25</del> <u>5</u> , 2017			
1.13.2 Name and Title of Notary or Justice of the Peace John Harris, Manager Senior Contracts			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5-11-12</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



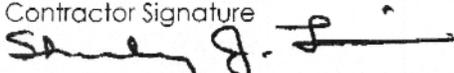
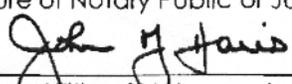
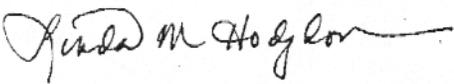
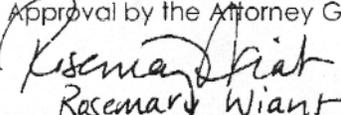
Contract for Carrier Ethernet Services

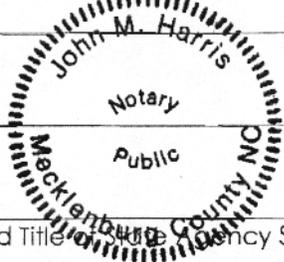
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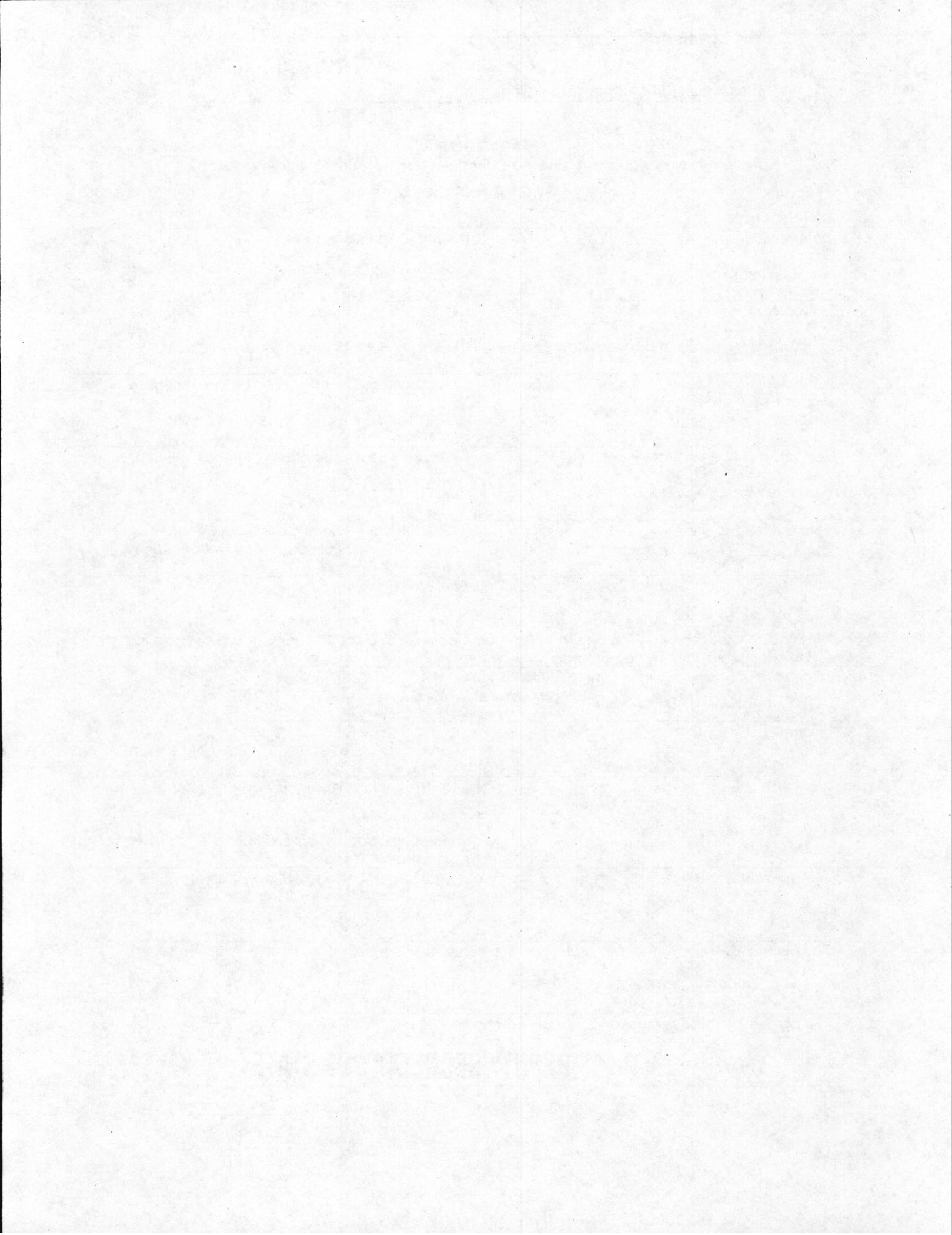
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1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Rosemary Wiant On: <u>5-11-12</u>			
1.18 Approval by the Governor and Executive Council By:  <b>DEPUTY SECRETARY OF STATE</b> <span style="float: right;"><b>MAY 23 2012</b></span>			





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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

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

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

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

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

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

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

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

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

#### 7. PERSONNEL.

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$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 Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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 Contracting 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 Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

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

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

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

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

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

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

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

**1. INTRODUCTION**

Enhanced Communications of Northern New England (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Carrier Ethernet Services in accordance with NH State Proposal Bid #1351-12 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A            Scope of Services
- c. EXHIBIT B            Payment Schedule
- d. EXHIBIT C            Special Provisions
- e. EXHIBIT D            RFB 1351-12

**3. TERM OF CONTRACT**

This contract shall commence upon the approval of Governor and Executive Council through May 9, 2017, a period of approximately five (5) years.

**4. TERMINATION**

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

**5. SUBCONTRACTORS**

The Contractor shall be solely responsible for meeting all requirements and terms and conditions of this contract.

**6. SCOPE OF SERVICES - GENERAL REQUIREMENTS**

**6.1** Contractor must provide services via its own network facilities, the cooperative use of a subcontractor's network facilities or the resale of another provider's network facilities. The Contractor must clearly identify services 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 Contractor.

**6.2** Contractor must have a network that is fully functional and built for Carrier Ethernet Services using Metro Ethernet Forum (MEF) technical specifications. Contractor must maintain an up-to-date working knowledge in deploying and supporting MEF certified Carrier Ethernet Services.

**6.3** The Contractor must make services available beginning not later than sixty (60) days after contract award by the Governor and Executive Council.

**6.4** Contractor 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, and maintain such throughout the duration of the contract. In addition, all Contractor manufacturer and industry certifications must be kept current, with personnel maintaining training updates as required for certification for the duration of the contract.

**6.5** The Contractor 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. Contractor 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 Contractor agrees to abide by e-rate stipulations.

**6.6** Purchase Outside of Contract: The State reserves the right to contract for these services outside of the awarded contract where it is deemed appropriate by the State.

## **7. DEFINITION OF TERMS**

The following terms and definitions apply to this Contract.

**Aggregation** - joining multiple data packets for transmission as a single unit to increase network efficiency

**Commodity Internet – (a.k.a. The Internet)** - a global system of interconnected computer networks that use the standard Internet Protocol Suite (TCP/IP) to serve billions of users worldwide. It is a network of networks that consists of millions of

private, public, academic, business, and government networks of local to global scope that are

**Contractor** - An individual, corporation or other entity and their subcontractor engaged in the business of supplying Communication Network Services under this Contract.

**Core nodes** - The central switching and routing equipment that carriers connect to that is the basis of a network.

**CPE** - Customer Premise Equipment installed at the Customer Location by the Contractor

**CSMC** - Customer Service Maintenance Center

**Day** - A timeframe consisting of 24 hours for each 365 calendar days of the year.

**Department** - The New Hampshire Department of Administrative Services.

**DSC** - Data Services Center

**E-DIA** - Ethernet Dedicated Internet Access service - a standards-based, high speed packet transport service that provides access to the Internet.

**E-LAN** - Ethernet Local Area Network service - a logical connection between multiple remote sites. The purpose of this connection is to link multiple, separate sites, providing them a connection between switches/routers at each site. An E-LAN "extends" a customer's internal LAN, through Contractor's network. E-LAN is offered in the following two (2) specific types depending on the port speed and tagging options required by the customer: Ethernet Private Local Area Network ("EPLAN") and Ethernet Virtual Private Local Area Network ("EVPLAN").

**E-LINE** - Ethernet Private Line service - a direct logical connection between two (2) remote sites. The purpose of this connection is to link the two (2) sites in as simple a fashion as possible, providing them with connection between switches/routers at each site. E-Line is offered in the following two (2) specific types depending on the port speed and tagging options required by the customer: Ethernet Private Line ("EPL") and Ethernet Virtual Private Line ("EVPL").

**Ethernet 802.1Q VLAN** - allows a single VLAN header to be inserted into an Ethernet frame.

**Ethernet QinQ VLAN** - The original 802.1Q specification allows a single VLAN header to be inserted into an Ethernet frame. QinQ allows multiple VLAN headers to be inserted into a single frame, an essential capability for implementing Metro Ethernet network topologies.

**EVC** - Ethernet Virtual Connection - is the association of two or more user-network interfaces ("UNIs") where the UNI is a standard Ethernet interface that is the point of demarcation between the Customer Equipment and Contractor's Metro Ethernet

Network ("MEN"). The two (2) types of EVCs are "Point-to-Point" and "Multipoint-to-Multipoint".

**Frame-** A data packet on an Ethernet link is called an Ethernet frame. A frame begins with Preamble and Start Frame Delimiter. Following which, each Ethernet frame continues with an Ethernet header featuring destination and source MAC addresses. The middle section of the frame is payload data including any headers for other protocols (e.g. Internet Protocol) carried in the frame.

**Gbps** - Gigabits per Second (measurement of speed/bandwidth)

**Hours** - Continuous duration of time based on a 24-hour clock. Eastern Standard Time or active Eastern Daylight Savings Time shall be the standard for the purposes of this Contract.

**IETF RFC 2544** - Benchmarking Methodology for Network Interconnect Devices

**Information** - All data and records developed or obtained during the performance of, or acquired or developed by reason of, the Contract, including but not limited to, all studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

**Interface** - is a point of interaction between two systems or work groups. In the manufacturing environment, the interaction and coordination between a number of work groups used to communicate plans and control production activity. This interaction can come in the forms of schedule, human interaction, computer systems, or any other medium of communication. A physical interface is the interconnection between two items of hardware.

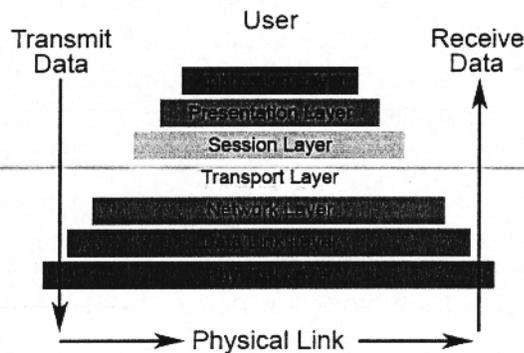
**ITU-Y-1731** - Operations Administration and Maintenance (OAM) functions and mechanisms for Ethernet based network

**Jumbo Frames** - Ethernet frames with more than 1500 bytes of payload.

**LACP** - Link Aggregation Control Protocol

**Layer 1 through Layer 7** – Layers of the OSI Model.

## The Seven Layers of OSI



**Mbps** - Megabits per Second (measurement of speed/bandwidth)

**Metro Ethernet** - is a computer network that covers a metropolitan area and that is based on the Ethernet standard. It is commonly used as a metropolitan access network to connect subscribers and businesses to a larger service network or the Internet. Businesses can also use Metro Ethernet to connect branch offices to their Intranet.

**MPLS** - Multiprotocol Label Switching is a highly scalable, protocol agnostic, data-carrying mechanism. In an MPLS network, data packets are assigned labels. Packet-forwarding decisions are made solely on the contents of this label, without the need to examine the packet itself. This allows one to create end-to-end circuits across any type of transport medium, using any protocol. The primary benefit is to eliminate dependence on a particular Data Link Layer technology, such as ATM, frame relay, SONET or Ethernet, and eliminate the need for multiple Layer 2 networks to satisfy different types of traffic. MPLS belongs to the family of packet-switched networks.

**NOC** - Network Operations Center

**Non-Work Day** - Any period of time outside of the State defined Work Day.

**Packets** - a formatted block of data carried by a packet mode computer network.

**Postalized Rates** - To structure rates or prices so that they are not distance sensitive

**Premises** - A leased or owned State office location requiring service from the Contractor.

**Pseudo wire** - is an emulation of a layer 2 point-to-point connection-oriented service over or through another technology like MPLS.

**QoS** - Quality of Service

**Redundancy** - is the duplication of critical components of a system with the intention of increasing reliability of the system, usually in the case of a backup or fail-safe.

**RFC 2544** - A standard, established by the Internet Engineering Task Force ("IETF"), that is the de facto methodology that outlines the tests required to measure and prove performance criteria for carrier Ethernet networks. The methodology defines the frame size, test duration and number of test iterations. Once completed, these tests will provide performance metrics of the Ethernet service.

**Repairs** - Services initiated through trouble reports to Contractor regarding installed service malfunctions and resulting corrections.

**RFB** - Request for Bid.

**RSA** - Revised Statutes Annotated

**RSTP** - Rapid Spanning Tree Protocol

**SLA (Service Level Agreement)** – An agreement between a user and a service provider, defining the nature of the service provided and establishing a set of metrics to be used to measure the level of service provided measured against the agreed level of service.

**SONET (Synchronous Optical Network)** - A fiber-optic transmission system for high-speed digital traffic. Employed by telephone companies and common carriers, speeds range from 51 Mbps to 40 Gbps.

**Specifications** – Written specification and general requirements set forth in the Contract.

**State** - The State of New Hampshire

**Termination Equipment** - Any equipment necessary for the connection of Contractor provided facilities to State equipment or facilities.

**T-1** – a full duplex TDM-based network service that provides 1.536 Mbps of throughput.

**UNI** - The UNI is the physical interface or port that is the demarcation between the customer and the service provider/Cable Operator/Carrier/MSO

**Work Day** - A period of time between 8:00 A.M. and 4:30 P.M., Monday through Friday, excluding State holidays for State employees as noted on the Collective Bargaining Agreement in force with the State and its employees. Such days may vary with calendar years.

**Virtual LAN ("VLAN")** – essentially a private closed network within a larger network. VLANs allow for networks based on parameters beyond network address. Devices on a VLAN behave as though they are on the same wire, even though they are physically located on different network segments.

**VLAN** - Virtual Local Area Network

**VPLS (Virtual Private LAN Service)** - A multipoint Virtual Private Network ("VPN") service from carriers that connects any number of Ethernet LANs together over an IP core, typically using MPLS, and from a customer's viewpoint, all connections appear as one Ethernet network.

**WAN - (Wide Area Network)** - is a computer network that covers a broad area (i.e., any network whose communications links cross metropolitan, regional, or national boundaries). This is in contrast with Personal Area Networks ("PANs"), Local Area Networks ("LANs"), Campus Area Networks ("CANs"), or Metropolitan Area Networks ("MANs") which are usually limited to a room, building, campus or specific metropolitan area (e.g., a city) respectively.

**Y.1731** - mechanisms for Connectivity Fault Management ("CFM") and Performance Management ("PM") allowing the service provider to manage and monitor an EVC.

## Abbreviations

CES – Carrier Ethernet Service  
CIR – Committed Information Rate  
CLLI – Common Language Location Identifier  
CPE – Customer Premise Equipment  
DGF – Data Gathering Form  
E-DIA – Ethernet DIA (Dedicated Internet Access)  
E-LAN – Ethernet LAN  
EPL – Ethernet Private Line  
EVPL – Ethernet Virtual Private Line  
ICB – Individual Case Basis  
ICD – Intelligent CES demarcation device  
IOF - Contractor's Interoffice Facilities group  
IP – Internet Protocol  
ITU – International Telecommunications Union  
LAN – Local Area Network  
LEC – Local Exchange carrier  
MEF – Metro Ethernet Forum  
MPLS – Multi-protocol Label Switching  
MRC – Monthly Recurring Charges  
MTTR – Mean Time to Repair  
MUX- Multiplex(er)  
NID – Network Interface Device  
NRC – Non Recurring Charges  
OAM - Operations, Administration, and Maintenance  
PSTN – Public Switched Telephone Network  
QnQ – Q-tagging or nested VLAN tagging IEEE 802.1Q  
QoS – Quality of Service  
SE – Sales Engineer  
SLA – Service Level Agreement  
SPOC – Single Point of Contact  
TDM – Time Division Multiplexing  
TLA – Three Letter Acronyms  
UNI – User Network Interface  
VLAN – Virtual LAN  
VLAN ID – VLAN Identifier  
VoIP – Voice over IP  
VPN – Virtual Private Network  
WAN – Wide Area Network

## 8. STATUS MEETINGS AND REPORTING

The Contractor must host meetings, provide meeting minutes and clerical support. At a minimum, the Contractor shall conduct the following:

Introductory Meeting: Participants shall include key Contractor staff and State project leaders from the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Kickoff Meeting: Participants shall include the State and Contractor project teams. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants shall include project leaders from the Contractor and the State. These meetings, which shall be conducted at least biweekly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the Contractor will serve as the basis for discussion

Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

## 9. STATE SUPPORT OF CONTRACTOR ACTIVITY

### 9.1 Preparation of Staff

The State shall provide:

- Contractor's site engineers with access to the site location and equipment room during the site review process to determine requirements for service at each location
- Location "site ready" for termination of Contractor's facilities and equipment as deemed required during the site review process including, adequate space, backboard or rack, power, path (conduit), ground etc.
- Contractor access to each site location and hub for the installation of network terminating equipment and for circuit testing during the installation process when required, to test and turn up service

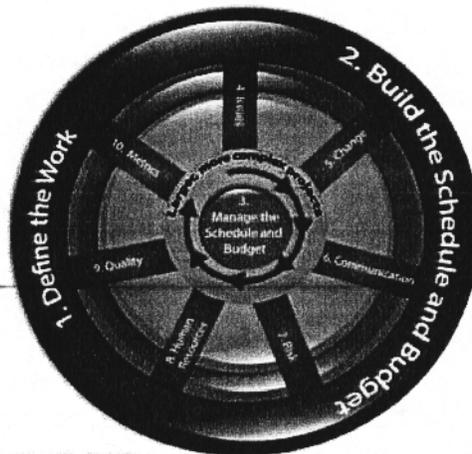
- A representative to attend project calls/meetings as required. Representative shall have authority to make decisions on behalf of the State in an effort to keep the project on track
- Trained technicians/contractor to install their equipment, test, accept, and activate the service within five (5) business days of Contractor's provisioning completion notification

## 9.2 Project Work Plan

Contractor's Communications Program and Implementation Team shall assign a Program Manager to act as the Single Point of Contact ("SPOC") throughout the project. The Program Manager shall integrate all projects and task orders into the Program Management framework. The Program Manager and assigned Implementation / Project Managers shall finalize the planning and initiation of the program with the State to ensure full integration with and continuity across all individual site projects.

The Program Manager is identified as David Lendry and the Project Manager currently assigned is Kathleen Doyle or substitutes. These individuals shall have full responsibility for fulfilling the implementation of the contracted services and will act as Contractor's representative to facilitate the resolution of other administrative and management matters throughout the implementation. Upon the successful completion of the project, these responsibilities will be assumed by the Account Team and Service Manager.

Contractor's Communications will use the TenStep® Project Management Methodology, and integrate it with our PPM / Project Collaboration Tool; Microsoft Project Server / WorkEngine. The TenStep® Project Management methodology is an umbrella under which the project's work gets done, and is depicted in the diagram below.



The Program & Project Managers shall take on the following responsibilities:

- Oversight of the Project to ensure program management "best practices" are in place, functioning and performing thereby controlling project activities and costs.
- Development of an integrated Project Schedule utilizing Microsoft Project and Project Server.
- Establishment of detailed project schedules for each location included throughout the lifecycle of the program.
- Upon notification, Contractor shall schedule a site survey within five (5) business days to confirm the scope of services ordered, document State requirements to make the facility ready for services, and confirm Contractor facilities and build requirements.
- Within five (5) business days of a completed survey, Contractor shall submit a requirements document to the State for review and approval.
- Oversight of project personnel management and all team members to ensure that activities are successfully completed and documented and that they in fact satisfy project objectives.
- Administration and management of reporting requirements to include weekly and phase reports and task performance assessments, as well as warnings and alerts, risk mitigation strategies and performance improvement opportunities.
- Attendance of all scheduled and ad-hoc meetings and briefings including all program reviews.

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

- Oversight and administration of the Risk Management process to ensure risks are identified initially in the kick off meeting, but more importantly throughout the lifecycle of the Program.
- Proactively manage issues as they arise. The Program Manager shall track all issues to closure, ensuring they are completed in a timely manner.
- Enforce change management process together with The State. During the Project kickoff meeting a change management process will be established by mutual agreement of the parties.
- Assemble and chair the teams involved in the implementation.
- Participate in the cutover readiness review.
- Direct and monitor all cutover activities.

The State shall be supported by a dedicated Account Team. Team members or substitutes are as noted below.

State of New Hampshire Dedicated Account Team				
Work Group and Title	Name	Office Phone	Mobile Phone/Pager	Email Address
<b>Gov/Ed Sales Team</b>				
Senior Account Manager	Joseph Weisenburger	603-656-8022	603-369-0240	jweisenburger@fairpoint.com
Sales Engineer	Pete Perron		(603) 722-0605	pperron@fairpoint.com
Sales Support Consultant	Colleen O'Keefe	603-656-1573		cokeefe@fairpoint.com
<b>Customer Operations Center</b>				
Designated Service Representative - Orders	Joa Howe	877-595-4364		joa.howe@fairpoint.com
Designated Service Representative - Billing	Jenna Brown	877-595-4364		jenna.brown@fairpoint.com
Manager, Business Account Center	Bonnie Bogosian	207-797-1326		bbogosian@fairpoint.com
Specialist, Complex Services	Jim Magno	207-878-4012		jmagno@fairpoint.com
Billing Specialist, Complex Services	Robin Weeden	603-645-3727		rweeden@fairpoint.com
Account Service Manager	Angela Patterson	603-695-9890	603-361-5069	apatterson@fairpoint.com

### 9.3 Service Response

Contractor shall provide the State with an 800-number for all trouble reporting. Calls to the 800-number shall be answered by a Customer Service Maintenance Center ("CSMC") Central Office Technician ("COT") who shall enter the trouble into the Remedy trouble ticketing system; issue a tracking number to the caller; and, if possible, begin the process of testing the circuit. If the COT determines that a dispatch is required to Contractor's Central Office, an outside plant facility, or to a State site, he/she shall collect additional information regarding access to the circuit or facility and shall schedule the dispatch via the workforce management tool. This tool provides the capability of dispatching resources to perform installation and repair services. It serves the needs of the Central Office Technicians, and Installation & Repair workforces and it includes capabilities to:

- Plan, schedule and execute field operations
- Manage use of crews and equipment
- Optimize the assignment and dispatch of work to the field
- Monitor work progress
- Manage work order and technician status
- Automate dispatch processes

The CSMC shall be staffed 24 hours a day, 7 days a week, and 365 days a year.

As a function of Contractor's customer support procedures, it shall determine the source of network troubles from its support center up to the terminating CPE device at no additional cost.

**10. CONTRACTOR PERSONNEL**

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

**10.2** Contractor Staff: The Contractor shall assign and identify a Project Manager and key Contractor Staff as defined below.

**10.2.1** Project Manager: The Contractor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor shall identify the Project Manager within the bid response. The Project Manager shall be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond questions and address service issues. The Project Manager or alternate shall respond to any calls within two (2) hours of inquiries from the State, and be at the State site as needed. The Project Manager shall be qualified to perform the obligations required of the position under the Contract. The Contractor's selection of a Project Manager shall be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

**10.2.2** Contracting Officer: Contractor shall provide a primary contracting officer for all services provided to the State.

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

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

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

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

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

**10.4** Contractor must agree to provide an "equal or better" replacement for any project personnel who leave employment of the Contractor during the course of the Contract. Contractor 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.

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

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

**11. SERVICE REQUIREMENTS**

**11.1** The State shall determine the quantity required of any service offered by the Contractor.

**11.2** The Contractor shall fully cooperate with incumbent and future Contractor for the replacement of services at the initiation and termination of contract to ensure service transfer with a minimum interruption of service.

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

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

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

**11.6** Emergency Maintenance: The Contractor shall provide emergency maintenance for those network services designated by the State as important to the function of the State. The State shall designate the critical nature of the circuit at the time of notification. Inclusive of those problems shall be any problem restricting individual office operations and/or connectivity outside of the office in any and all respects. All such reports must be remotely tested by the Contractor within thirty (30) minutes of report, with repairs initiated within the hour. If services are not restored within two (2) hours of report, second level support shall be obtained through the Contractor.

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

The chart below depicts Contractor's sample escalation procedures. A more detail process will be developed in conjunction with the State.

### Contractor's Sample Escalation Procedures

Level	Contact	Telephone Number
1 <sup>st</sup> level	Tier 1 Support	866 984-0626
2 <sup>nd</sup> level	Operations Manager	866 984-0626
3 <sup>rd</sup> Level	Senior Manager Mary Beth Morrill	Office (603) 656-8068
4 <sup>th</sup> Level	Director of Operations John Stone	Office (603) 656-5527
5 <sup>th</sup> Level	Senior Vice President Steve Rush	Office (207) 535-4111

**11.8** Services shall be installed on a per request basis. Any circuit requested shall be installed within thirty (30) days of release of request to the Contractor.

**11.9** Within five (5) days of request to install at any service location, Contractor shall review the site to insure adequate service availability. The Contractor shall report back to the State in writing the results of the review within five (5) business days after site review.

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

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

**11.12** The Contractor shall provide a spreadsheet in .csv or .xls format, containing circuit information with all tables provided to the State. Tables shall contain circuit numbers, physical points of termination, programmed options, terminating equipment, switching operations and any other information required to locate, troubleshoot or replace circuits. Spreadsheet shall be provided within thirty (30) days of complete installation of the first circuit installed, and be updated on a monthly basis.

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

**11.14** The Contractor shall provide complete test plans defining how the Contractor will test individual circuit installations and provide written documentation on the test results for each circuit. The Contractor is solely responsible to troubleshoot circuit problems related to installation services.

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

**11.16** Contractor shall provide the ability to differentiate up to four (4) levels of QoS based on level of service. Contractor shall map traffic based on VLAN ID into the appropriate QoS enabled network.

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

**11.18** Contractor shall provide Circuits with incremental bandwidth steps up to 500Mbps. Concord locations shall allow up to 10 Gbps. Services shall be available to be provisioned at all levels up to 500Mbps. Concord locations must allow up to 10 Gbps.

**11.19** Carrier Ethernet service shall support service multiplexing of all service types (E-Line, E-LAN and Internet access) over a single access link and customer access port (UNI).

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

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

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

**11.23** The State requires guaranteed connectivity via Carrier Ethernet connection with a minimum end-to-end rate of 1Mb/s in each direction to 80% of all State facilities defined in Location Qualification Table 3. If these services are of Carrier Ethernet it is acceptable to offer other services that connect to the same Head End Circuit for a maximum of 10% of connections. Services are priced in the Additional Services Table 2. Services must be in available with incremental connection rates up to 500Mbps. Concord locations must allow up to 10 Gbps.

## 11.24 Performance Monitoring

**11.24.1** Contractor shall provide 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.

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

**11.24.3** Service Termination: In the event that any service experiences a 10% or more dependability failure rate, as defined in section 11.22 Dependability, for a twenty four (24) consecutive hour period, the State at its sole discretion, may choose to terminate all services at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

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

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

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

**11.24.7** Contractor must provide standards based Carrier Ethernet 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, fifteen (15) minute and twenty four (24) hour intervals. Contractor must provide an Internet Web Portal where performance monitoring statistics are available for State review.

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.

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

**11.24.8** Contractor service shall allow the integration of alternate technologies into the Carrier Ethernet system inclusive of Time Division Multiplexed services, allowing data to flow into the Carrier Ethernet head end circuit.

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

**EXHIBIT B**  
**PAYMENT TERMS**

The contract price limitation for this contract is \$ 3,000,000. The following pricing and payment terms apply:

1. Billing shall be on a monthly basis, covering services from the first day of the billed month through the last day of the billed month, inclusive of costs at the prices referenced in the Cost Tables set forth in this Exhibit B. Invoices shall be delivered only after the end of the service month. The state shall not be billed nor pay for services in advance of service delivery.
2. Service speeds must range from 1Mb/s through 10Gb/s. Pricing shall be applied for each Service Range and shall be flat rate pricing. No mileage cost for any Carrier Ethernet service shall apply. Pricing shall not vary by service location.
3. The Contractor shall be responsible to pay for any repairs and/or services needed to maintain and meet the described requirements.
4. The Contractor shall be capable of receiving electronic payments from the State.
5. Contractor 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 shall reflect same service detail, same service cost, and same content for the same statement period. Conflicts between electronic support data and paper billing shall be considered incomplete billing and payment shall be held until the Contractor provides proper support information.
6. Contractor shall provide and pay for all expenses, not limited to labor, materials, equipment, tools, construction equipment, storage of same, and transportation, travel expenses that are necessary for the proper execution and completion of this contract, whether temporary or permanent and whether or not incorporated or to be incorporated in the equipment.
7. The State shall be allowed five (5) business days after Contractor installation of each circuit to review and accept each installation to insure installation and circuit perform within the specification defined in this document.

Monthly reoccurring charges shall only begin after State acceptance of circuit on an individual circuit basis. Charges shall commence on the date following acceptance.

8. Invoices shall be delivered directly to one of multiple addresses as provided by the State. Invoices shall be forwarded to the State within fifteen (15) days subsequent to the end of the billing month.
9. Fixed Charges: The State shall not be assessed State of New Hampshire or Federal taxes, additional monthly fees or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies shall be itemized in invoices, inclusive of Universal Service Fees, Access Fees and any and all other applicable taxes or fees.
10. The State shall not be charged in advance of service. Invoices shall reflect past month costs.
11. The State shall incur no cost for circuit installation, build outs or disconnection fees.
12. Contractor shall define and retain unique account identifiers used in its billing to define individual State billing locations.
13. The Contractor shall maintain a full ledger process, reviewing all payments to State accounts. If any received payment exceeds the individual account invoice, the Contractor shall contact the originator of the payment for payment review and justification.
14. State payments may be delivered on single checks listing multiple accounts. Such listings may be included on the check stub or other attached paper files. The Contractor shall be responsible to view check stubs and/or attached addenda and ensure proper crediting of accounts. Failure to do so by the Contractor shall not be the responsibility of the State. The Contractor is required to provide at the request of the State, written reports to demonstrate the Contractor's account receivables procedures including a payment history of State accounts.
15. There shall be no charges for circuit disconnects. Minimum charge shall be allowed for thirty (30) days of service.
16. No one-time installation charges shall apply.
17. Engineering Support: Contractor shall provide configuration technical support to the State for implementation, circuit service changes, upgrades and future changes/reconfiguration at no cost to the State.
18. The costs listed herein are the only costs to be charged the State throughout the duration of the contract. Only costs as labeled in the following cost tables shall be assessed to the State. No additional fees shall apply. Charges incurred as a result of doing business, a result of governing body

legislation, tariffs, Contractor internal policies or otherwise shall not be reflected as additional charges to the State. The only compensation paid by the State to the Contractor shall be that disclosed within this document.

19. Carrier Ethernet Service must be a minimum of 1Mb/s delivered to State locations. All services must be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a thirty (30) day time period. If a service becomes intermittent in connection or transport, and repeatedly fails with total timeframe of failures accumulating to one hundred and twenty (120) minutes or more within a thirty (30) day period, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 of this Agreement.

There shall be no additional charges to ensure this operation.

20. Federal Universal Services Fund (FUSF) effective October 1, 2011 shall be 15.3% of monthly charge to which it applies. FUSF may vary on January 1, April 1, July 1 and September 1 of each year based on FCC surcharge variation. Surcharge only applies to services that carry greater than 10% of interstate traffic.
21. Contractor shall provide a Performance Monitoring package test results in a detailed document that shows all standards based tests that were run and their values as a proof of satisfactory completion prior to acceptance of service by the State and ensued billing.
22. Cost Table 1

Cost Table shall reflect all monthly costs. The following definitions apply.

Item: Service item reflecting circuits with Service Range A through G.

Service Range: The throughput ranges A through G in Mbps or Gbps of the circuit as listed

Circuit Charge: A flat rate monthly charge per circuit used within the Service Range listed. Charge shall be the same regardless of location within the given Service Range.

Standard Charge per Mbps or Gbps: A flat rate monthly charge per circuit capability stated in cost per Mbps or Gbps.

Additional Mapping to Second Head End Circuit: Charge for dual mapping to second head end circuit. No charge shall be incurred for single head end mapping.

Fixed Cost Per Month (Each): The per month charge per single item listed.

23. Alternate Services shall be provided as noted and priced in Table 2.

The following table definitions apply.

Item: The price item.

Description/Reason: A definition of the service item

Cost per Month: Cost of each item per month.

24. Virtual Circuits – Pricing will vary on services based on the following definitions of services:

Standard Class of Service (CoS)

Base-line transport;. This is the base service defined within paragraph 11 Service Requirements and all sub-sections.

Expedite Class of Service (CoS)

A higher Class of Service than the Standard CoS with improved metrics including 50 ms round trip latency, 20 ms Jitter and 4 hour mean time to repair.

Priority Class of Service (CoS)

A higher Class of Service than the Expedite Class of Service with improved metrics including 40 ms round trip latency, 5 ms jitter and 4 hour mean time to repair.

Critical Class of Service (CoS)

The highest Class of Service than the Priority Class of Service with improved metrics including 30ms round trip latency, 5 ms jitter and 4hr mean time to repair.

**COST TABLES**

The Contractor shall not impose any additional charges for items not specified in this Contract.

The Contractor must insure guaranteed connectivity via Carrier Ethernet connection with a minimum end-to-end rate of 1Mb/s in each direction to 80% of all State facilities defined in Location Qualification Table 3. If these services are of Carrier Ethernet, it is acceptable to offer other services that connect to the same Head End Circuit for a maximum of 10% of connections. Any such service must be priced in the Alternate Services Table 2. Services outside of Concord must be available at with incremental connection rates up to 500Mbps. Concord locations must allow up to 10 Gbps.

**Cost Table**

**Table 1**

Item	Fixed Cost Per Month (Each)
<b>Service Range A: 1.5 Mbps</b>	
Circuit Charge (All Locations):	\$ 200.00 Per Circuit
Standard Charge per Mbps	\$1.80 Per Mbps
Additional Mapping to second Head End Circuit	\$ No Charge Per Secondary Mapping
<b>Service Range B: 4.0 Mbps</b>	
Circuit Charge (All Locations):	\$ 409.00 Per Circuit
Standard Charge per Mb/s	\$ 1.80 Per Mbps
Additional Mapping to second Head End Circuit	\$ No Charge Per Secondary Mapping
<b>Service Range C: 7.5 Mbps</b>	
Circuit Charge (All Locations):	\$ 566.00 Per Circuit
Standard Charge per Mb/s	\$ 1.80 Per Mbps
Additional Mapping to second Head End Circuit	\$ No Charge Per Secondary Mapping

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

Item	Fixed Cost Per Month (Each)
<b>Service Range D: 25 Mbps</b>	
Circuit Charge (All Locations):	\$ 1,061.00 Per Circuit
Standard Charge per Mbps	\$ 1.80 Per Mbps
Additional Mapping to second Head End Circuit	\$ No Charge Per Secondary Mapping
<b>Service Range E: 75 Mbps</b>	
Circuit Charge (All Locations)::	\$ 1,917.00 Per Circuit
Standard Charge per Mbps	\$1.80 Per Mbps
Additional Mapping to second Head End Circuit	\$ No Charge Per Secondary Mapping
<b>Service Range F 250 Mbps</b>	
Circuit Charge (All Locations)::	\$2,414.00 Per Circuit
Standard Charge per Mbps	\$ 1.80 Per Mbps
Additional Mapping to second Head End Circuit	\$ No Charge Per Secondary Mapping
<b>Service Range G 499 Mbps to 10Gbps</b>	
Circuit Charge (All Locations)::	\$ 2,649.00 Per Circuit
Standard Charge per Mbps	\$1.80 Per Mbps

Contractor Initials: SGZ  
 Date: 4-19-12

**Alternate Services  
 Table 2**

Item	Description/Reason	Cost per Month
<b>Port &amp; Access</b>		
1Mbps	UNI, PORT and ACCESS COSTS	\$200.00
1.5Mbps	UNI, PORT and ACCESS COSTS	\$200.00
3Mbps	UNI, PORT and ACCESS COSTS	\$283.00
5Mbps	UNI, PORT and ACCESS COSTS	\$409.00
10Mbps	UNI, PORT and ACCESS COSTS	\$566.00
20Mbps	UNI, PORT and ACCESS COSTS	\$952.00
30Mbps	UNI, PORT and ACCESS COSTS	\$1061.00
40Mbps	UNI, PORT and ACCESS COSTS	\$1171.00
45Mbps	UNI, PORT and ACCESS COSTS	\$1306.00
50Mbps	UNI, PORT and ACCESS COSTS	\$1415.00
60Mbps	UNI, PORT and ACCESS COSTS	\$1673.00
70Mbps	UNI, PORT and ACCESS COSTS	\$1802.00
80Mbps	UNI, PORT and ACCESS COSTS	\$1917.00
90Mbps	UNI, PORT and ACCESS COSTS	\$2001.00
100Mbps	UNI, PORT and ACCESS COSTS	\$2059.00
150Mbps	UNI, PORT and ACCESS COSTS	\$2148.00
200Mbps	UNI, PORT and ACCESS COSTS	\$2313.00

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

300Mbps	UNI, PORT and ACCESS COSTS	\$2414.00
400Mbps	UNI, PORT and ACCESS COSTS	\$2485.00
500Mbps	UNI, PORT and ACCESS COSTS	\$2514.00
600Mbps	UNI, PORT and ACCESS COSTS	\$2649.00
700Mbps	UNI, PORT and ACCESS COSTS	\$2742.00
800Mbps	UNI, PORT and ACCESS COSTS	\$2777.00
900Mbps	UNI, PORT and ACCESS COSTS	\$2872.00
1 Gbps	UNI, PORT and ACCESS COSTS	\$2969.00
2.5Gbps	UNI, PORT and ACCESS COSTS – In Concord Only	\$9000.00
5Gbps	UNI, PORT and ACCESS COSTS – In Concord Only	\$9200.00
10Gbps	UNI, PORT and ACCESS COSTS – In Concord Only	\$9500.00
<b>Ethernet Virtual Circuit (EVC)</b>		<b>Cost Per Month</b>
1Mbps – Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$48.00
1.5Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$72.00
3Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$121.00
5Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$175.00
10Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$242.00
20Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$366.00
30Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$408.00
40Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$450.00

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

45Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$502.00
50Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$544.00
60Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$643.00
70Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$692.00
80Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$737.00
90Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$769.00
100Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$791.00
150Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$826.00
200Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$890.00
300Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$929.00
400Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$956.00
500Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$971.00
600Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$1019.00
700Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$1055.00
800Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$1068.00
900Mbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$1105.00
1Gbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$1142.00
2.5 Gbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$1483.00
5 Gbps – Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$2089.00
10 Gbps - Standard	ETHERNET VIRTUAL CIRCUIT – Standard CoS	\$2861.00
1Mbps – Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$56.00

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

1.5Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$84.00
3Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$141.00
5Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$204.00
10Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$283.00
20Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$432.00
30Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$482.00
40Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$532.00
45Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$593.00
50Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$643.00
60Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$760.00
70Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$818.00
80Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$871.00
90Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$909.00
100Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$935.00
150Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1029.00
200Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1137.00
300Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1212.00
400Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1271.00
500Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1313.00
600Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1379.00
700Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1428.00

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

800Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1455.00
900Mbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1510.00
1 Gbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$1570.00
2.5 Gbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$2485.00
5 Gbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$3833.00
10 Gbps - Expedite	ETHERNET VIRTUAL CIRCUIT – Expedite CoS	\$4999.00
1Mbps – Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$64.00
1.5Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$96.00
3Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$161.00
5Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$233.00
10Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$323.00
20Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$499.00
30Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$557.00
40Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$614.00
45Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$684.00
50Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$742.00
60Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$877.00
70Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$944.00
80Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1005.00
90Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1049.00
100Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1079.00

Contractor Initials: SGJ  
 Date: 4-19-12

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

150Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1231.00
200Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1384.00
300Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1496.00
400Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1586.00
500Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1655.00
600Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1739.00
700Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1802.00
800Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1842.00
900Mbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1915.00
1Gbps - Priority	ETHERNET VIRTUAL CIRCUIT – Priority CoS	\$1997.00
1Mbps – Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$88.00
1.5Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$132.00
3Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$221.00
5Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$320.00
10Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$444.00
20Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$698.00
30Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$780.00
40Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$860.00
45Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$957.00
50Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$1039.00
60Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$1227.00
70Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$1322.00

STATE OF NEW HAMPSHIRE  
 Department of Administrative Services  
 Carrier Ethernet Services

80Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$1406.00
90Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$1469.00
100Mbps - Critical	ETHERNET VIRTUAL CIRCUIT – Critical CoS	\$1511.00
<b>Ethernet Dedicated Internet Access (EDIA)</b>		<b>Cost Per Month</b>
1Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$19.00
1.5Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$29.00
3Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$59.00
5Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$79.00
10Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$121.00
20Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$223.00
30Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$259.00
40Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$282.00
45Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$304.00
50Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$340.00
60Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$399.00
70Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$434.00
80Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$457.00
90Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$481.00
100Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$493.00
150Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$978.00
200Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$1315.00

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Carrier Ethernet Services

300Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$1592.00
400Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$1844.00
500Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$2071.00
600Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$2181.00
700Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$2266.00
800Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$2374.00
900Mbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$2495.00
1Gbps	ETHERNET DEDICATED INTERNET ACCESS (EDIA)	\$2663.00

**Location Qualification  
Table 3**

Contractor shall retain the ability to deliver Carrier Ethernet Services to 80% of the locations listed in the following Location Qualification Table 4. If these services are not Carrier Ethernet it is acceptable to offer other services that connect to the same "Head End Circuit" for a maximum of 10% of connections. The Location Qualification Table indicates sites which may require serviced based upon current and planned needs. No minimum consumption is guaranteed.

AGENCY	ORGANIZATION	ADDRESS	CITY
HEALTH & HUMAN SERVICES	LONDONDERRY JPPO OFFICE	1 COMMONS DR	LONDONDERRY
HEALTH & HUMAN SERVICES	HEALTHY KIDS	1 PILLSBURY ST	CONCORD
JUDICIAL	CLAREMONT DISTRICT COURT	1 POLICE CT Suite 2	CLAREMONT
JUDICIAL	DERRY DISTRICT COURT	10 COURTHOUSE LANE	DERRY
JUDICIAL	ROCKINGHAM SUPERIOR COURT	10 ROUTE 125	BRENTWOOD
EMPLOYMENT SECURITH	CONCORD OFFICE	10 WEST ST	CONCORD
JUDICIAL	HOOKSETT DISTRICT COURT	101 MERRIMACK ST	HOOKSETT
EDUCATION	VOC REHAB	103 ROXBURY ST	KEENE
HEALTH & HUMAN SERVICES	YOUTH SERVICES CENTER	1056 N RIVER RD	MANCHESTER
EMPLOYMENT SECURITY	KEENE OFFICE	109 KEY RD	KEENE
TRANSPORTATION	FUEL DISTRIBUTION	11 STICKNEY AVE	CONCORD
SAFETY	DMV	110 BROADWAY ST	NASHUA
JUDICIAL	CANDIA DISTRICT COURT	110 RAYMOND RD	CANDIA
JUDICIAL	PORTSMOUTH DISTRICT COURT	111 PARROTT AVE	PORTSMOUTH
JUDICIAL	CHESHIRE SUPERIOR COURT	12 COURT ST	KEENE
JUDICIAL	HAMPTON DISTRICT COURT	130 LEDGE RD	SEABROOK
JUDICIAL	LITTLETON DISTRICT COURT	134 MAIN ST	LITTLETON
SAFETY	TROOP D	139 IRON WORKS RD	CONCORD
JUDICIAL	PLAISTOW DISTRICT COURT	14 ELM ST	PLAISTOW
SAFETY	DMV	143 EAST MILAN ROAD	BERLIN

AGENCY	ORGANIZATION	ADDRESS	CITY
SAFETY	TROOP C	15 ASH BROOK	KEENE
HEALTHY & HUMAN SERVICES	ROCHESTER DISTRICT OFFICE	150 WAKEFIELD ST	ROCHESTER
EMPLOYMENT SECURITY	BERLIN OFFICE	151 PLEASANT ST	BERLIN
SAFETY	TROOP B	16 EAST POINT DR	BEDFORD
JUDICIAL	MERRIMACK SUPERIOR COURT	163 N MAIN ST	CONCORD
JUDICIAL	COLEBROOK DISTRICT COURT	17 BRIDGE ST	COLEBROOK
HEALTHY & HUMAN SERVICES	CLAREMONT DISTRICT OFFICE	17 WATER ST	CLAREMONT
JUDICIAL	MILFORD DISTRICT COURT	180 ELM ST	MILFORD
SAFETY	TROOP E	1864 WHITE MTN HWY	TAMWORTH
TRANSPORTATION	DISTRICT 4 OFFICE	19 BASE HILL RD	SWANZEY
HEALTHY & HUMAN SERVICES	COLEBROOK I/O	19-3 PARK ST	COLEBROOK
HEALTHY & HUMAN SERVICES	MANCHESTER DISTRICT OFFICE	195 MCGREGOR ST	MANCHESTER
RESOURCES AND ECONOMIC DEVELOPMENT	CANNON MT	2 FRANCONIA NOTCH PKY	FRANCONIA
TRANSPORTATION	DISTRICT 3 OFFICE	2 SAWMILL RD	GILFORD
HEALTHY & HUMAN SERVICES	LEBANON JPPO OFFICE	20 W PARK ST	LEBANON
EMPLOYMENT SECURITY	PORTSMOUTH OFFICE	2000 LAFAYETTE RD	PORTSMOUTH
ENFRONMENTAL SERVICES	WATER DIVISION	202 WATER ST	LACONIA
EDUCATION	VOC REHAB	215 COMMERCE AVE	PORTSMOUTH
JUDICIAL	SULLIVAN SUPERIOR COURT	22 MAIN ST	NEWPORT
ENVIRONMENTAL SERVICES	WASTE MANAGEMENT BUREAU	222 INTERNATIONAL DRIVE	PORTSMOUTH
EMPLOYMENT SECURITY	SOMERSWORTH OFFICE	243 ROUTE 108	SOMERSWORTH
EDUCATION	VOC REHAB	25 RIVERSIDE DR	NASHUA
JUDICIAL	DOVER DISTRICT COURT	25 ST THOMAS ST	DOVER
JUDICIAL	STAFFORD SUPERIOR COURT	259 COUNTY FARM RD	DOVER
JUDICIAL	LEBANON DISTRICT COURT	26 ACADEMY SQ	LACONIA
JUDICIAL	PLYMOUTH DISTRICT COURT	26 GREEN ST	PLYMOUTH
TRANSPORTATION	DISTRICT 6 OFFICE	271 MAIN ST	DURHAM
EMPLOYMENT SECURITY	SALEM OFFICE	29 S BROADWAY	SALEM
SAFETY	MARINE PATROL	3 HIGGINS DR	BELMONT
HEALTHY & HUMAN SERVICES	NASHUA DISTRICT OFFICE	3 PINE ST EXT	NASHUA

AGENCY	ORGANIZATION	ADDRESS	CITY
JUDICIAL	KEENE DISTRICT COURT	3 WASHINGTON ST	KEENE
JUDICIAL	HILLSBOROUGH COUNTY SUP CT	30 SPRING ST	NASHUA
HEALTHY & HUMAN SERVCIES	DOVER JPPO OFFICE	30 ST THOMAS ST	DOVER
JUDICIAL	HILLSBOROUGH NORTH	300 CHESTNUT ST	MANCHESTER
EMPLOYMENT SECURITY	MANCHESTER OFFICE	300 HANOVER ST	MANCHESTER
SAFETY	MARINE PATROL	31 DOCK RD	GILFORD
SAFETY	STATE POLICE TROOP A	315 CALEF HWY	EPPING
JUDICIAL	CONCORD DISTRICT COURT	32 CLINTON ST	CONCORD
EMPLOYMENT SECURITY	MAIN OFFICE	32 S MAIN ST	CONCORD
JUDICIAL	GOFFSTOWN DISTRICT COURT	329 MAST RD	GOFFSTOWN
SAFETY	DMV	33 GEREMONTY DR	SALEM
SAFETY	STATE POLICE TROOP G	33 HAZEN DR	CONCORD
JUDICIAL	MANCHESTER DISTRICT COURT	35 AMHERST ST	MANCHESTER
JUDICIAL	SALEM DISTRICT COURT	35 GEREMONTY DR	SALEM
TRANSPORTATION	BUREAU OF TURNPIKES	36 HACKETT HILL RD	HOOKSETT
SAFETY	DMV	377 S. WILLOW ST	MANCHESTER
JUDICIAL	GRAFTON COUNTY SUPERIOR COURT	3785 DARTMOUTH COLLEGE HWY	N HAVERHILL
JUDICIAL	LEBANON DISTRICT COURT	38 CENTERRA PKY	LEBANON
HEALTH & HUMAN SERVCIES	GLENCLIFF HOME	393 HIGH ST	GLENCLIFF
JUDICIAL	MERRIMACK DISTRICT COURT	4 BABOOSIC LAKE RD	MERRIMACK
SAFETY	TROOP B2	4 MEADOWBROOK DR	MILFORD
EMPLOYMENT SECURITY	CLAREMONT OFFICE	404 WASHINGTON ST	CLAREMONT
JUDICIAL	HENNIKER DISTRICT COURT	41 LIBERTY HILL RD	HENNIKER
EMPLOYMENT SECURITY	LACONIA OFFICE	426 UNION AVE	LACONIA
SAFETY	DMV	50 BOSTON HARBOR RD	DOVER
HEALTHY & HUMAN SERVCIES	PORTSMOUTH DISTRICT OFFICE	50 INTERNATIONAL DR	PORTSMOUTH
EMPLOYMENT SECURITY	CONWAY OFFICE	518 WHITE MOUNTAIN HWY	CONWAY
ENVIRONMENTAL SERVICES	WATER DIVISION	528 RIVER RD	FRANKLIN
BANKING	MAIN OFFICE	53 REGIONAL DR	CONCORD

AGENCY	ORGANIZATION	ADDRESS	CITY
SAFETY	TROOP F	549 RTE 302	CARROLL
JUDICIAL	NEWPORT DISTRICT COURT	55 MAIN ST	NEWPORT
JUDICIAL	LANCASTER DISTRICT COURT	55 SCHOOL ST	LANCASTER
JOINT BOARD		57 REGIONAL DR	CONCORD
EMPLOYMENT SECURITY	NASHUA OFFICE	6 TOWNSEND W	NASHUA
JUDICIAL	BELKNAP SUPERIOR COURT	64 COURT ST	LACONIA
TRANSPORTATION	DISTRICT 1 OFFICE	641 MAIN ST	LANCASTER
EMPLOYMENT SECURITY	LITTLETON OFFICE	646 UNION ST	LITTLETON
HEALTH & HUMAN SERVICES	LACONIA DISTRICT OFFICE	65 W BEACON ST	LACONIA
JUDICIAL	BERLIN DISTRICT COURT	650 MAIN ST	BERLIN
JUDICIAL	FRANKLIN DISTRICT COURT	7 HANCOCK TERR	FRANKLIN
TRANSPORTATION	CONWAY DISTRICT OFFICE	73 HOBBS ST	CONWAY
JUDICIAL	ROCHESTER DISTRICT COURT	76 N MAIN ST	ROCHESTER
TRANSPORTATION	DISTRICT 2 OFFICE	8 EASTMAN HILL RD	ENFIELD
HEALTHY & HUMAN SERVICES	LITTLETON DISTRICT OFFICE	80 N LITTLETON RD	LITTLETON
HEALTHY & HUMAN SERVICES	KEENE DISTRICT OFFICE	809 COURT ST	KEENE
JUDICIAL	JAFFREY DISTRICT COURT	85 PETERBOROUGH ST / RTE 202	JAFFREY
SAFETY	TROOP G	91 AIRPORT RD	CONCORD
JUDICIAL	CARROLL COUNT SUPERIOR COURT	96 WATER VILLAGE RD	OSSIPEE
SAFETY		98 SMOKEY BEAR BLVD	CONCORD
JUDICIAL	CONWAY DISTRICT COURT	EAST CONWAY ROAD ROUTE 302	NORTH CONWAY
TRANSPORTATION	HAMPTON MAIN TOLL PLAZA	INTERSTATE 95	HAMPTON
TRANSPORTATION	ROUTE 101 RAMP TOLL	INTERSTATE 95	HAMPTON
OFFICE OF INFORMATION TECHNOLOGY	DOIT HEAD END CIRCUIT	27 HAZEN DRIVE	CONCORD
OFFICE OF INFORMATION TECHNOLOGY	DOIT HEAD END CIRCUIT	32 MAIN ST	CONCORD
OFFICE OF INFORMATION TECHNOLOGY	DOIT HEAD END CIRCUIT	33 HAZEN DRIVE	CONCORD

AGENCY TECHNOLOGY	ORGANIZATION	ADDRESS	CITY
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TOTAL NO. OF ADDRESS  
LOCATIONS

105

**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.1 and substitute the following: 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 \$1,000,000 per incident and no less than \$1,000,000 in excess/umbrella liability each occurrence; and
  
2. There are no other special provisions for this contract.

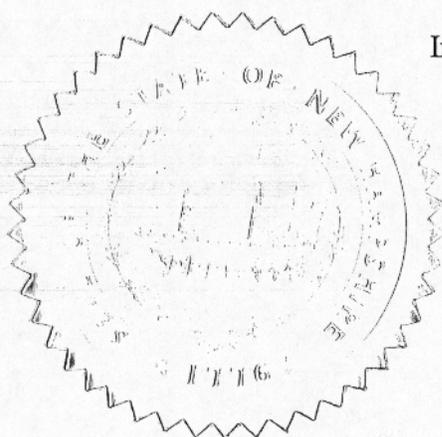
EXHIBIT D

RFB 1385-12 is incorporated herewith.

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Enhanced Communications of Northern New England Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on March 27, 2007. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15<sup>th</sup> day of March, A.D. 2012

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

William M. Gardner  
Secretary of State

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

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

AUTHORIZATION OF SIGNATORIES

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

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

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

Shirley J. Linn  
Ajay Sabherwal

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

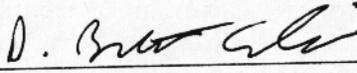
FURTHER ACTIONS

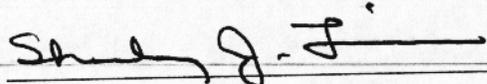
RESOLVED FURTHER, that the officers of the Company, acting together or alone, be, and each of them hereby is, authorized and directed in the name and on behalf of the Company (a) to do and perform or cause to be done and performed all such acts and things as such officer or officers shall deem necessary,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

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

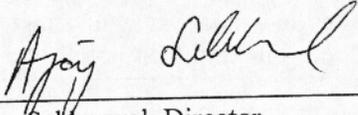
RESOLVED FURTHER, that the undersigned hereby waive any and all irregularity of notice in the time and place of meeting and consents to the transaction of all business represented by this Action by Unanimous Written Consent.

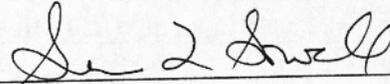
IN WITNESS WHEREOF, this Action by Unanimous Written Consent shall be deemed effective as of the 19<sup>th</sup> day of April, 2012.

  
\_\_\_\_\_  
D. Brett Ellis, Director

  
\_\_\_\_\_  
Shirley J. Linn, Director

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

  
\_\_\_\_\_  
Ajay Sabherwal, Director

  
\_\_\_\_\_  
Susan L. Sowell, Director

  
\_\_\_\_\_  
Paul H. Sunu, Director





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

S. William Rogers  
Commissioner

March 20, 2012

Linda M. Hodgdon  
Commissioner  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, NH 033015

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Enhanced Communications of Northern New England to provide the State with Carrier Ethernet Services as described below and referenced as DoIT No. 2012-017.

These services may be accessed at separate agency locations throughout the State. They will include, but not be limited to email, video/voice applications, file downloads from various locations, Active Directory, file backup, reliable transport of data/voice both intra and, inter-agency. Carrier Ethernet services using Metro Ethernet Forum (MEF) specifications must be available sixty days after contract approval. All licenses, registrations and permits as required by State, local or federal laws for performance of this contract will be retained throughout the performance period. A Proof of Concept as noted in Paragraph 7 of the Request for Quotes, shall be completed prior to Award. This contract shall begin upon Governor and Executive Council approval and will run for a period of five years after Governor and Executive Council Approval.

A copy of this letter should accompany the Department of Information Technology submission to the Governor and Executive Council for approval.

Sincerely,

S. William Rogers

SWR/dcp  
DOS 2012-017

cc: David Perry, Contracts Manager, Bureau of Finance & Administration

10/21/2011

RFB 1351-12

**Carrier Ethernet Bid**

<b>Vendor</b>	<b><u>G4</u></b>	<b><u>SegTel</u></b>	<b><u>FairPoint</u></b>	<b><u>ProQuest</u></b>
Bid Prices	\$50,824	\$49,902.40	\$29,965.00	No bid

State of New Hampshire

Linda M. Hodgdon  
Commissioner  
603/271-3201



Michael P. Connor  
Director  
603/271-6899

Robert D. Stowell  
Administrator  
603/271-3606

Department Of Administrative Services  
Division of Plant & Property Management  
Bureau Of Purchase & Property  
State House Annex  
25 Capitol Street  
Concord, New Hampshire 03301  
603/271-2201

September 23, 2011

Manchester Union Leader  
Attn: Legal Notices  
100 William Loeb Lane  
Manchester, NH 03109

RE: Public Notice Ad, Invitation to Bid:

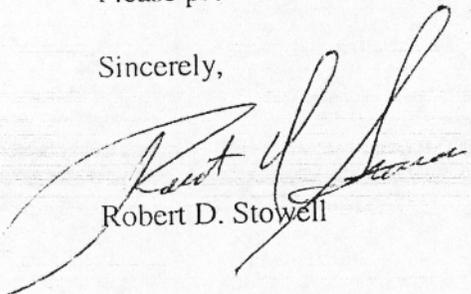
Dear Legal Notice Department:

Enclosed is one (1) Public Notice Ad to be inserted in your newspaper on three consecutive days beginning as soon as possible.

Please bill the Business Office, 25 Capitol Street, Room 418, Concord, NH 03301

Please provide tear sheets for the Division of Plant and Property Management, fax # 271-2700.

Sincerely,

  
Robert D. Stowell

Enclosure (1)

Cc: Dawn Rock

~~bids/unionleader~~

FAX: 603/271-2700

TDD Access: Relay NH 1-800-735-2964

foreclosure sale immediately  
of bidding. If the success-  
to complete the purchase  
Premises, the Mortgagee  
option, retain the deposit as  
images.

**NOTICE OF RIGHTS:** The  
reserves the right to (1) cancel  
the foreclosure sale to such  
date or dates as the Mort-  
gagor may deem necessary or desirable,  
and purchase the Mortgaged  
premises; (2) reject bids for the  
Mortgaged Premises; (3) amend or  
change the terms of the sale; (4) reject  
bids for the Mortgaged Premises;  
(5) amend or alter the terms of sale  
stated in this notice by oral or  
written announcement made at  
any time before or during the  
foreclosure sale; and/or (6) extend  
the time of closing of the transac-  
tion to a date not more than  
sixty (60) days after the auction  
date. The property to be sold at  
the sale will be sold "AS IS AND  
WHERE IS" and subject to unpaid  
taxes, prior liens, or other en-  
forceable encumbrances of record,  
if any, entitled to precedence over  
the Mortgage. Notwithstanding any  
title information contained in this  
notice, the Mortgagee expressly  
disclaims any representations as to  
the state of the title to the Mort-  
gaged Premises as of the date of  
the notice of the date of sale.

terms to be announced at sale.  
Deutsche Bank National Trust  
as Trustee under Pooling and  
Agreement Dated as of Janu-  
ary 1, 2007 Securitized Asset Backed  
Securities LLC Trust 2007-NC1  
present holder of said mortgage,  
by its Attorneys  
Susan W. Cody  
Korde & Associates, P.C.  
321 Billerica Road, Suite 210  
Chelmsford, MA 01824-4100  
(978) 256-1500  
10-003509 Tracy (September  
1), (October 5, 2011), (October  
12, 2011)  
28; Oct. 5, 12]

## Legal Notice

### POWER OF MORTGAGEE'S TITLE OF REAL ESTATE

Notice of a Power of Sale contained in  
mortgage given by **KALIMI, LLC  
MacEachern and Christine  
MacEachern** (the "Mortgagor(s)") to  
Credit Union, a financial institu-  
tion, its principal place of business  
at 100 Northwark Avenue, Portsmouth,  
New Hampshire 03801, dated July 18,  
2010, recorded with Rockingham  
County Registry of Deeds at Book 4683  
(the "Mortgage") on July 19,  
2010. This Mortgage is currently held  
by Credit Union, pursuant to  
execution of said power and for  
conditions of said Mortgage and  
purposes of foreclosing the same  
at Public Auction at 9:00 A.M.  
on September 28, 2011, at the mortgaged  
premises located at 97 Lafayette Road,  
Hampton Falls, Rockingham  
County, New Hampshire. The premises  
are particularly described in the  
Mortgage TO WIT:

A tract of land with the build-  
ing thereon, situate in Hampton Falls,  
Rockingham, and State of New  
Hampshire, bounded and described as

**EXHIBIT A**  
Description of Real Estate  
**BIDDERS: KALIMI, LLC**  
Address: 97 Lafayette Road, Unit #6,  
Hampton Falls, NH

A condominium at 97 Lafayette  
Road, Hampton Falls, County of Rocking-  
ham, State of New Hampshire, known  
as the Hampton Falls Business  
Center Condominiums, a condomini-  
um located at Lafayette Road, Hampton  
County of Rockingham and State of  
New Hampshire as established by Route  
1 Trust by Condominium Decedent  
dated December 4, 1987 and  
in the Rockingham County Reg-  
istry of Deeds at Book 2719, Page 0356  
and Amendment dated January 21,  
2007 recorded in Rockingham Coun-  
ty of Deeds.

Thursday, October 13, 2011

at  
12:00 p.m.

Said sale being located on the mort-  
gaged premises and having a present  
address of 25 Park Street, Woodsville  
(Haverhill), Grafton County, New Hamp-  
shire. The premises are more particularly  
described in the Mortgage.

For mortgagor(s) title see deed re-  
corded with the Grafton County Registry  
of Deeds in Book 3130, Page 570.

### NOTICE

PURSUANT TO NEW HAMPSHIRE RSA  
479:25, YOU ARE HEREBY NOTIFIED  
THAT YOU HAVE A RIGHT TO PETI-  
TION THE SUPERIOR COURT FOR THE  
COUNTY IN WHICH THE MORTGAGED  
PREMISES ARE SITUATED, WITH SER-  
VICE UPON THE MORTGAGEE, AND  
UPON SUCH BOND AS THE COURT MAY  
REQUIRE TO ENJOIN THE SCHEDULED  
FORECLOSURE SALE.

The Property will be sold subject to all  
unpaid real estate taxes and all other  
liens and encumbrances which may be  
entitled to precedence over the Mortgage.  
Notwithstanding any title information  
contained in this notice, the Mortgagee  
expressly disclaims any representations  
as to the state of the title to the Property  
involved as of the date of the notice of the  
date of sale. The property to be sold at  
the sale is "AS IS WHERE IS".

### TERMS OF SALE

A deposit of Five Thousand (\$5,000.00)  
Dollars in the form of a certified check or  
bank treasurer's check or other check  
satisfactory to Mortgagee's attorney will  
be required to be delivered at or before  
the time a bid is offered. The success-  
ful bidder(s) will be required to execute  
a purchase and sale agreement immedi-  
ately after the close of the bidding. The  
balance of the purchase price shall be  
paid within thirty (30) days from the sale  
date in the form of a certified check, bank  
treasurer's check or other check satisfac-  
tory to Mortgagee's attorney. The Mort-  
gagee reserves the right to bid at the sale,  
to reject any and all bids, to continue the  
sale and to amend the terms of the sale  
by written or oral announcement made  
before or during the foreclosure sale. The  
description of the premises contained in  
said mortgage shall control in the event  
of an error in this publication.

Dated at Newton, Massachusetts, on  
September 14, 2011.

**WELLS FARGO BANK, N.A. AS  
TRUSTEE FOR CITIGROUP MORTGAGE  
LOAN TRUST, SERIES 2005-OPT4,  
ASSET BACKED PASS-THROUGH  
CERTIFICATES**  
By its Attorneys,  
Matthew W. Johnson, Esquire,  
HARMON LAW OFFICES, P.C.  
150 California Street  
Newton, MA 02458  
(603) 669-7963  
200904-0622 - GRY

(UL - Sept. 21, 28; Oct. 5)

## Legal Notice

### PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is solic-  
iting bids for Carrier Ethernet Services.  
Specifications and bid forms may be ob-  
tained at [http://admin.state.nh.us/purchasing/bids\\_posted.cfm](http://admin.state.nh.us/purchasing/bids_posted.cfm). **BID #1351-12** or at the Bureau of Purchasing, 25  
Capitol Street, Room 102, Concord, N.H.  
All bids must be submitted to the Bureau  
of Purchasing no later than 11:30 A.M.  
on Friday, October 21, 2011.

Robert D Stowell, Administrator  
Administrative Services  
(UL - Sept. 28, 29, 30)

breach of the conditions of said mort-  
gage and for the purpose of foreclosing,  
the same will be sold at Public Auction  
at 11:00 AM on October 19, 2011, on the  
mortgaged premises located at 49 Harvell  
Street, Unit 12, Manchester, NH 03102,  
all and singular the premises described  
in said mortgage, TO WIT: A certain con-  
dominium unit at Stache Place, a Condo-  
minium (the "Condominium"), situated  
on Harvell Street ("Harvell"), in the City  
of Manchester, County of Hillsborough,  
State of New Hampshire, more particu-  
larly bounded and described as follows:  
Unit No. 12 (the "Unit") known as 49 Har-  
vell Street, Unit 12, of the Wolf Park Com-  
mons Condominium, a condominium as  
defined, described and identified in the  
Declaration of Wolf Park Commons, dat-  
ed April 8, 2004, and recorded with the  
Hillsborough County Registry of Deeds  
in Book 7207, Page 387, as amended,  
if applicable. Said Condominium is es-  
tablished pursuant to N.H. RSA 356-B.  
Also conveying as undivided interest in  
the Common Area as described, defined  
and shown on plans, which interest shall  
be subject to reallocation by Amendment  
to the Declaration of Trust in the event  
that additional units within any convert-  
ible or additional lands are created as a  
part of the Condominium. This convey-  
ance is made subject to and together  
with all the benefits, rights, easements  
and restrictions of said Condominium,  
including: An exclusive easement to use  
the Limited Common Area appurtenant to  
the Unit conveyed herein, as defined and  
described in the Declaration and Plan, as  
amended. Easement in common with oth-  
ers to use the Common Area, exception  
the Limited Common Area, as set forth in  
the Declaration, as amended. Non-exclu-  
sive easement for structural support and  
encroachments and for repair, and also  
such other rights and easements as set  
forth in the Declaration, as amended. The  
conveyance is subject to the following:  
There is excepted from the Unit conveyed  
herein the Common Area lying with the  
said Lot as set forth in the Declaration,  
as amended. Non-exclusive easement for  
structural support and encroachments  
and for repair, in favor of the Owners of  
other Units in the Condominium, as set  
forth in Declaration as amended, and other  
easements, covenants, and restrictions of  
record, including without limitation, the  
utility easements and other easements,  
covenants and restrictions specifically set  
forth or referred to in the Declaration, as  
amended. The other provisions of the De-  
claration, By-Laws, and Rules and Regu-  
lations, as amended from time to time by  
instruments recorded in the Registry, in-  
cluding without limitation the provisions  
relating to convertible land and additional  
land, all of which provisions together with  
any amendments thereto shall constitute  
running with the land and shall bind any  
persons having at any time any interest  
or estate in the said Unit, as though  
such provisions were recited having at  
any time any interest or estate in the  
said Unit, as though such provisions  
were recited and stipulated at length  
herein, and the provisions of the Condo-  
minium Rules, adopted pursuant to the  
Declaration and of the New Hampshire  
Condominium Act, as amended, NHRSA  
356-B (the "Act"). Subject to easements,  
restrictions, agreement and reservations  
of record, if any, if any there be insofar  
as the same are in force and applicable.  
For mortgagor's title see deed recorded with  
Hillsborough County Registry of Deeds  
Book 7558, Page 1718. **NOTICE: PURSU-  
ANT TO NEW HAMPSHIRE RSA 479:25  
YOU ARE HEREBY NOTIFIED THAT YOU  
HAVE A RIGHT TO PETITION THE SU-**

ing this notice or any portion thereof at  
the foreclosure sale; (5) amend or alter  
the terms of sale stated in this notice by  
oral or written announcement made at  
any time before or during the foreclosure  
sale; and/or (6) extend the time of closing  
of the transaction to a date not more than  
sixty (60) days after the auction date. The  
property to be sold at the sale will be sold  
"AS IS AND WHERE IS" and subject to  
unpaid taxes, prior liens, or other en-  
forceable encumbrances of record, if any,  
entitled to precedence over the Mortgage.  
Notwithstanding any title information  
contained in this notice, the Mortgagee  
expressly disclaims any representations  
as to the state of the title to the Mortgage  
Premises as of the date of the notice of the  
date of sale.

**YOU ARE HEREBY NOTIFIED THAT  
YOU HAVE A RIGHT TO PETITION THE  
SUPERIOR COURT FOR THE COUNTY IN  
WHICH THE MORTGAGED PREMISES  
ARE SITUATED, WITH SERVICE UPON  
THE MORTGAGEE, AND UPON SUCH  
BOND AS THE COURT MAY REQUIRE,  
TO ENJOIN THE SCHEDULED FORE-  
CLOSURE SALE.**

U.S. BANK NATIONAL ASSOCIA-  
TION, AS TRUSTEE FOR THE LEHMAN  
BROTHERS SMALL BALANCE COM-  
MERCIAL MORTGAGE PASS-THROUGH  
CERTIFICATES, SERIES 2006-3

By its attorneys,  
PIERCE ATWOOD LLP  
By: Denis O. Robinson, Esquire  
One New Hampshire Avenue, Suite 350  
Portsmouth, NH 03801  
(603) 433-6300  
(UL - Sept. 28; Oct. 5, 12)

**Going Online?**  
See more public notices at  
[www.unionleader.com](http://www.unionleader.com)

## Legal Notice

**MANCHESTER-BOSTON  
REGIONAL AIRPORT  
INVITATION TO BID  
FAA APPROVED RUNWAY DEICER/  
ANTI-ICER FLUID  
September 2011  
FY12-805-29**

Manchester•Boston Regional Airport  
will receive bids for FAA APPROVED  
RUNWAY DEICER/ANTI-ICER FLUID at  
Manchester•Boston Regional Airport.

Sealed bids will be received until 1:30  
PM on October 14, 2011 at the Airport  
Administration Office, Attention: OPERA-  
TIONS & FACILITIES. All bids must be  
plainly marked "RUNWAY DEICER/ANTI-  
ICER FLUID".

Specifications are available and bids  
receivable at the Airport Administra-  
tion Office, One Airport Road, Suite 300,  
Manchester, New Hampshire 03103;  
Telephone 603 624 6539.

Manchester•Boston Regional Airport  
reserves the right to waive any irregu-  
larities and to reject any and all bids on  
any basis and without disclosure of the  
reason.

Mark P. Brewer A.A.E.  
Airport Director  
(UL - Sept. 28; 29, 30)

## Legal Notice

There will be a meeting of the Man-  
chester Airport Authority on Thursday,  
September 29, 2011 at 3:00 PM, in the  
board room located on the 3rd floor of the  
airport terminal facility.  
(UL - Sept. 28)

