



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

JOSEPH B. BOUCHARD

Assistant Commissioner

(603) 271-3204

May 29, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

State House

Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with G4 Communications Corporation, (VC 158725), Manchester, NH for a total price not to exceed \$250,000, for internet services, effective upon Governor and Executive Council approval through August 31, 2017.

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

EXPLANATION

This contract with G4 Communications Corporation shall establish internet connectivity services for the State and replace the current contract in place with FairPoint Internet. Primary internet connectivity must be handed off to the State no later than thirty days after contract acceptance by Governor and Executive Council. The contract shall establish four circuits: a State primary circuit at 200 Mb/s with a 50 Mb/s hot standby failover circuit and a Department of Safety (DOS) primary circuit at 60 Mb/s with a 30 Mb/s hot standby failover circuit.

The contract shall also enable the State to expand circuit bandwidth at the sole option of the State during the time period covered by this Contract.

On August 22, 2013 the Bureau of Purchase and Property released RFB 1554-14 for an internet service provider. The Department of Information Technology verified that G4 Communications met all of the technical requirements of the RFB. The RFB was advertised in a statewide newspaper and on the Purchase and Property website.

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

STATE OF NEW HAMPSHIRE
 Bureau of Purchase and Property
 Bid # 1554-14
 DATE: 9/12/13 @ 1:30 PM
 Internet Service Provider
 Statewide Contract

SECTION I - State Primary 100 Standby 50

VENDOR	QTY	EACH	EXTENDED
G4 Communications Corp. Option 1	36	\$1,700.00	\$61,200.00
Enhanced Communications of NNE	36	\$2,988.14	\$107,573.04
186 Communications	36	\$5,250.00	\$189,000.00

SECTION II - DOS Primary 60 and Standby 30

VENDOR	QTY	EACH	EXTENDED
G4 Communications Corp. Option 1	36	\$1,420.00	\$51,120.00
Enhanced Communications of NNE	36	\$2,385.55	\$85,879.80
186 Communications	36	\$3,050.00	\$109,800.00

SECTION III

Pricing for expanded bandwidth for Primary and Secondary Circuit

Item Pricing	G4 Option 1		Enhanced Communications		186 Communications	
	Monthly Cost 3/1/14 through 2/28/17					
60 Mb/s	\$860.00	\$1,298.49	\$1,298.49	\$900.00		
80 Mb/s	\$980.00	\$1,585.42	\$1,585.42	\$1,200.00		
100 Mb/s	\$1,100.00	\$1,744.39	\$1,744.39	\$1,500.00		
150 Mb/s	\$1,400.00	\$1,817.53	\$1,817.53	\$1,500.00		
200 Mb/s	\$1,700.00	\$1,987.54	\$1,987.54	\$2,000.00		
250 Mb/s	\$1,987.50	Not Available	Not Available	\$2,500.00		
300 Mb/s	\$2,285.00	\$2,130.42	\$2,130.42	\$3,000.00		
350 Mb/s	\$2,482.50	Not Available	Not Available	\$3,000.00		
400 Mb/s	\$2,580.00	\$2,246.17	\$2,246.17	\$3,200.00		
450 Mb/s	\$2,677.50	Not Available	Not Available	\$3,600.00		
500 Mb/s	\$2,975.00	\$2,383.78	\$2,383.78	\$4,000.00		

Pricing expanded bandwidth for Hot Standby Circuit

Item Pricing	Monthly Cost 3/1/14 through 2/28/17	Monthly Cost 3/1/14 through 2/28/17	Monthly Cost 3/1/14 through 2/28/17
30 Mb/s	\$560.00	\$1,087.06	\$600.00
50 Mb/s	\$600.00	\$1,243.75	\$1,000.00
60 Mb/s	\$620.00	\$1,298.49	\$1,200.00
70 Mb/s	\$640.00	\$1,334.95	\$1,400.00
80 Mb/s	\$660.00	\$1,585.82	\$1,600.00
90 Mb/s	\$680.00	\$1,665.10	\$1,800.00
100 Mb/s	\$700.00	\$1,744.39	\$2,000.00

Indicates award made to this bidder



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

June 9, 2014

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

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with G4 Communications Corporation as described below and referenced as DoIT No. 2014-164.

This is a request to enter into contract with G4 Communications Corporation for the procurement of complete statewide Internet Service Provider (ISP) activities inclusive of circuit provisioning and internet connectivity. Funding shall not exceed \$250,000 and the term of the contract shall extend to August 31, 2017. The contract shall become effective upon Governor and Council.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
Contract #2014-164

cc: Leslie Mason, DoIT
Paul Rhodes, DAS

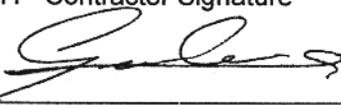
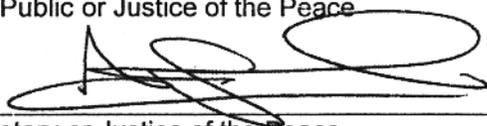
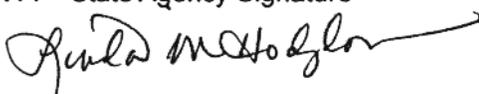
Subject: Internet Service Provider

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 State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name G4 Communications Corp.		1.4 Contractor Address 25 South Maple St. Manchester, NH 03103	
1.5 Contractor Phone Number 888-840-4487	1.6 Account Number	1.7 Completion Date August 31, 2017	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  5/23/2014		1.12 Name and Title of Contractor Signatory Gent CAU, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>May 23rd</u> , 2014, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Anthony J. Salamanca, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Mike Brown</u> On: <u>4/13/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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

PURPOSE

G4 Communications Corp. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services, with Internet Service Provisions in accordance with NH State Proposal Bid #1554-14 and described herein.

TERM

This contract shall commence thirty (30) days after the approval of Governor and Executive Council through August 31, 2017, a period of approximately three (3) years. This agreement may be extended for additional periods under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and with the approval of the Governor and Executive, but shall not to exceed five (5) years in total.

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

SCOPE OF WORK

The purpose of this Contract is the provisioning of all labor, tools, transportation, materials, equipment and permits as necessary to deliver the required level of services as described herein. The scope of work shall include complete Internet Service Provider (ISP) activities inclusive of circuit provisioning and internet connectivity. Circuit termination shall be presented in an Ethernet link.

Internet connectivity shall be completed no later than thirty (30) days after contract approval. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each installation.

The State shall anticipate a need for increased bandwidth throughout the contract. The Contract enables the State to expand circuit bandwidth at the sole option of the State during the duration of this Contract.

The Contractor shall maintain, repair, upgrade, and correct deficiencies in the System at no additional cost to the State, in accordance with the specifications and terms and requirements of this Contract, including without limitation, correcting all errors, destructive programming; and replacing incorrect, defective or deficient software and documentation.

Warranty services shall include without limitation the following:

- Repair, or upgrade any portion of the Contractor system that is deficient;
- Maintain the Contractor system in accordance with the specifications, terms and requirements of the Contract;
- Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- For all warranty services calls, the Contractor shall collect and maintain the: 1) nature of the deficiency; 2) current status of the deficiency; 3) deficiency resolution information and 4) duration of any outage;
- The Contractor shall work with the State to identify and troubleshoot potentially large-scale system and failures or deficiencies by collecting the following information: 1) mean time between reported deficiencies with the service; 2) diagnosis of root cause of problem; and 3) identification of repeat calls or repeat problems and 4) the duration of any outage caused by the deficiency;

CIRCUIT DESCRIPTIONS

- State Primary Circuit,- a minimum 200 Mb/s (primary circuit), full duplex, delivered to its location at the Data Center, 27 Hazen Drive, Concord, NH,
- DOS Primary Circuit, a minimum of 60 Mb/s, full duplex, delivered to its location at the Department of Safety 33 Hazen Drive, Concord, NH
- State Backup Circuit, a minimum 50 Mb/s hot standby failover circuit, full duplex, delivered to its location at 110 Smokey Bear Blvd, Concord NH.

- DOS Backup Circuit, a minimum 30 Mb/s hot standby failover circuit, full duplex, delivered to its location at 110 Smokey Bear Blvd, Concord NH and routed through a different central office than the DOS Primary Circuit.

ESCALATION PROCEDURE FOR DISPUTES

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

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

Dispute Resolution Responsibility and Schedule Table

Level	Vendor Contact	State Contact	Cumulative allotted time
First	Marc Roberge	Paul Rhodes	5 Business Days
Second	Anthony Salamanca	Michael Connor	10 Business Days
Third	Gent Cav	Linda Hodgdon, Commissioner	15 Business Days

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

Table 1 – Circuit Options

	Description	Primary State Internet	Backup State Internet	Primary DOS Internet	Backup DOS Internet
Circuit Option	Circuit	State Primary	State Standby	DOS Primary	DOS Standby
	Item Description				
Option 1	State Primary and Standby Circuits	200	50		
Option 2	DOS Primary and Standby Circuits			60	30

REQUIREMENTS

TABLE 2 REQUIREMENTS

	Requirements Description
	Business Requirements Descriptions
1	The State of New Hampshire shall be able to access the Internet to conduct its business as defined in the State statues (RSA's). This includes, but is not limited to, e-mail, access to federal and other state government web sites, video/voice applications, file downloads from various sources, web hosting, reliable transport of data between the state and its citizenry, transport of emergency communications as required, and the on-going demands of e-government. Under Section I, one primary circuit of 200 Mb/s and one hot standby secondary circuit of 50 Mb/s would be required. Under Section II, one primary circuit of 60 Mb/s and one hot standby secondary circuit of 30 Mb/s would be required.
2	For both Sections I and II the Contractor shall provide a hot standby backup circuit as specified in Table 1. That circuit shall be available should the Primary Circuit fail. Switchover to the backup Circuit shall not require any intervention by the State or Vendor with zero-downtime during the switch.
3	Pricing shall include bursting of up to 25Mbps over the contracted data rate for each circuit. Burst may be sustained for up to one (1) hour in duration.

Contractor Initials EE
Date 5/23/14

4	Contractor shall be required to be at the minimum, a Tier 2 ISP (Internet Service Provider) with alternate transit paths to separate next Tier 1 ISP Providers.
5	Primary Circuit and Backup circuit shall be on different equipment in Vendor's AS. For Section I, Vendor shall work with the State to advertise the State ASN and using BGP and use BGP attributes to control the path to the State of New Hampshire within their AS.
6	Internet access service shall be provided, and guaranteed, at 99.99% or better availability measured over a 24hr period, (24hrs/day by 7days/week), at the throughput rate provisioned, through the term of the Contract. Internet access service is defined as all services that are provided by the Contractor which are, directly or indirectly, related to the connectivity to the State's network router from the ISP at the availability and throughput defined above. The Contractor is responsible to pay for any repairs and/or services needed to maintain and meet the described requirements.
7	Contractor shall provide 24/7 monitoring and contact, via pager or mobile phone, to a State representative within fifteen (15) minutes in the event of communication failure between the State and ISP, regardless of reason or fault causing such occurrence.
8	Contractor shall provide Internet related problem determination assistance at no fee. At a minimum, the Contractor shall demonstrate any related problem is not due to their services/equipment. All fees that would be billed to the State regarding problem determination, or other services, shall be included in the cost/month.
9	Contractor shall provide configuration technical support to the State while the State implements the new service. All charges for this service shall be incorporated into the cost/month.
10	Contractor shall provide configuration technical support to the State for any upgrades or additional features purchased from them. There shall be no additional charges for this service.
11	Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, storage of same, and transportation 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 as defined item 15.
12	The Contractor shall have all services begin on 30 days after Governor and Council approval.
	Technical Requirements Descriptions
13	For all circuits, the State requires guaranteed Internet connectivity via a high-speed full duplex connection with a minimum end-to-end rate equal to that specified for the circuit in each direction to its head end location as described in Table 1. This is the effective data rate, not a line speed designation.
14	The Primary Circuit shall originate in a different switching center than the Primary Circuit
15	<p>The Contractor shall provide the State with Ethernet connections as the uplink to the ISP.</p> <ul style="list-style-type: none"> · Contractor shall provide the State with single mode fiber optic media with "LC" connectors. Acceptable Ethernet connections to connect to the State's network routing equipment are limited to the following: <ul style="list-style-type: none"> · 1000Mb/s (gigabit Ethernet) Single Mode Fiber-Optic media. · Contractor is responsible to provide all physical cables that connects their equipment to the State of New Hampshire Routers <ul style="list-style-type: none"> o The connection on the State of New Hampshire Routers is "LC" type, using Single Mode Fiber-Optic Interface <p>Contractor's internet service shall include all IP-based communications. Any service that can utilize IP shall be allowed to communicate across the Contractor's network. Redundancy between the routers shall be implemented via BGP sessions to each router for each connection.</p> <p>Contractor Path Through Network shall include geo-diverse paths from the State's locations through the Contractor's network.</p> <p>All protocol specification requirements (e.g. Ethernet is full duplex 100Mb/s; ATM is 622Mb/s VBR-RT)</p> <p>All Equipment to be placed in the State of New Hampshire Data Centers to deliver Contractor services</p>
16	The Contractor shall provide Border Gateway Protocol propagation to the State. The State requires that the ISP shall propagate the State's ASN to the Internet backbones. The contractor shall propagate the State's IP Ranges to the Internet Backbone. The State Router's will accept a "default route" from the Contractor's Routers.
17	Service shall be sixty-five (65) millisecond (maximum) latency guarantees between network hops for Tier 1 providers, eight-five (85) millisecond (maximum) across backbone for non-Tier 1 providers.

18	Contractor shall not block any ports or traffic between the State connection and the Internet.
19	Contractor shall provide monthly reports for each Circuit provided detailing: Availability Loss (in percent) Average/Peak Utilization for inbound and outbound traffic during two periods 7am to 7pm 7pm to 7am Reports shall be provided via email (pdf format) or web based and accessible in real time, along with historical data for the period of the contract.
20	Contract shall connect/splice and light from Manchester Street in Concord, NH and the State shall provide two pairs of fiber for connections.
21	At termination of Contract the Contractor shall disconnect the splice at Manchester Street at their own expense.

Contractor Support

The Contractor shall have available to the State, on-call telephone assistance, with issue tracking accessible to the State, twenty-four (24) hours per day and seven (7) days a week. Any call to the Contractor shall be returned within fifteen (15) minutes of request, with assistance response within two (2) hours of request. Circuit issues not resolved within four (4) hours of request shall become critical to the State of New Hampshire and require the vendor to continue work during after business hours until circuit connectivity is restored.

DELIVERABLES

Contractor Deliverables are listed in Table 3. All Deliverables are required. All Deliverables are included in the rate structure which is established in the Section B.

TABLE 3 Deliverables

Del #	Item	Due
1 Section 1	Primary Internet Service at a Minimum 200 Mb/s, full duplex, Internet Backbone to State termination, delivered to its location at the Data Center, 27 Hazen Drive, Concord, NH. Hot Standby Internet Service at a Minimum 50 Mb/s, full duplex, Internet Backbone to State termination, delivered to 110 Smokey Bear Blvd. Concord, NH.	Thirty (30) calendar days after G&C signs the contract. To close this deliverable, the State must certify and accept this service
2 Section 2	Primary Internet Service at a Minimum 60 Mb/s, full duplex, Internet Backbone to State termination, delivered to its location at the Data Center, 33 Hazen Drive, Concord, NH, NH. Hot Standby Internet Service at a Minimum 30 Mb/s, full duplex, Internet Backbone to State termination, delivered to 110 Smokey Bear Blvd. Concord, NH. Service shall originate from a different switching office than the Primary Circuit.	Thirty (30) calendar days after G&C signs the contract. To close this deliverable, the State must certify and accept this service
3	The hot standby service shall be configured to become active upon failure of the State's primary ISP and to assume State Internet traffic dynamically, without the need for manual intervention.	Continuous throughout the term of the contract and extensions
4	The hot standby service shall be active during periods of primary circuit outage at no increase in price.	Continuous throughout the term of the contract and extensions
5	BGP4 Support and announcement of the State's ASN	Continuous throughout the term of the contract

		and extensions
6	Post-Implementation Review	Within 5 business days after the State has accepted the service
7	Test Plans defining how the Vendor shall assist the State in troubleshooting any problems with this connection	Within 5 business days after the State has accepted the service

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

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

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

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

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

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

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

Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions

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

Confidentiality & Criminal Record

Contractor Initials
Date 5/23/14

If Applicable, by the using agency, the Contractor and their employees and Sub-Contractors will be required to sign and submit a CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM, and a CRIMINAL AUTHORIZATION RECORDS FORM. Forms to be provided by the using agency, prior to any work being done. **EXHIBIT B**

CONTRACT PRICE

The Contractor hereby agrees to provide internet service provisions in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed price of \$250,000.00; this figure shall not be considered a guaranteed or minimum figure, however it shall be considered a maximum figure from the effective date of through the expiration date set as August 31, 2017.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

Section I

Circuit	State Primary	State Standby	Cost/Month
Item Description	Mbps	Mbps	
State Primary and Standby Circuits	200	50	\$2,300.00

Section II

Circuit	DOS Primary	DOS Standby	Cost/Month
Item Description	Mbps	Mbps	
State Primary and Standby Circuits	60	30	\$1,420.00

Section III

Pricing for expanded bandwidth for Primary and Secondary Circuit.

Description	Monthly Cost
60 Mb/s	\$860.00
80 Mb/s	\$980.00
100 Mb/s	\$1,100.00
150 Mb/s	\$1,400.00
200 Mb/s	\$1,700.00
250 Mb/s	\$1,987.50
300 Mb/s	\$2,285.00
350 Mb/s	\$2,482.50
400 Mb/s	\$2,580.00
450 Mb/s	\$2,677.50
500 Mb/s	\$2,975.00

Pricing for expanded bandwidth for Hot Standby Circuit

Description	Monthly
30 Mb/s	\$560.00
50 Mb/s	\$600.00
60 Mb/s	\$620.00
70 Mb/s	\$640.00
80 Mb/s	\$660.00
90 Mb/s	\$680.00
100 Mb/s	\$700.00

INVOICE

Contractor Initials ELC
Date 5/23/14

Itemized invoices shall be submitted after the completion of job/services and shall include: a brief description of the work done along with the location of work, to the individual agency.

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

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

EXHIBIT C

SPECIAL PROVISIONS

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".

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5/23/14