

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
25 CAPITOL STREET - ROOM 102
CONCORD NEW HAMPSHIRE 03301-6398

DATE: August 22, 2014

NOTICE OF CONTRACT

COMMODITY: INTERNET SERVICE PROVIDER

CONTRACT #: 8001629

COMMODITY CODE: 915-0000

CONTRACTOR: TVC Albany, Inc. dba FirstLight Fiber #158610 P002
41 State St.
Albany, NY 12207

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CONTRACT PERIOD: August 7, 2013 through August 31, 2017

TERMS: NET 30 DAYS

FOR FURTHER INFORMATION CONTACT: Paul A. Rhodes
PURCHASING AGENT
TEL (603) 271-3350
Paul.rhodes@nh.gov

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	Angela Lucy	Paul Rhodes	5 Business Days
Second	Anthony Salamanca	Michael Connor	10 Business Days
Third	Bruce Skellie	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 statutes (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.
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	The Contractor shall provide the State with Ethernet connections as the uplink to the ISP. <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 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. Contractor Path Through Network shall include geo-diverse paths from the State's locations through the Contractor's network. All protocol specification requirements (e.g. Ethernet is full duplex 100Mb/s; ATM is 622Mb/s VBR- RT) All Equipment to be placed in the State of New Hampshire Data Centers to deliver Contractor services
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

PRICING:

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
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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

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.