

18 dm



# 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

October 9, 2012

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

## **REQUESTED ACTION**

- 1.) Authorize the Department of Administrative Services to enter into a contract with Paetec Communications, Inc. [VC 174974], of Little Rock, AR for Session Initiation Protocol (SIP) to Public Switched Telephone Network (PSTN) Connectivity Services required for internet based telephone systems to connect with analog phone systems for a contract price of \$462,392. The contract shall be effective upon Governor and Executive Council approval through October 8, 2015, with an option to extend for two (2) years upon Governor and Executive Council approval.
- 2.) Authorize the Department of Administrative Services to enter into a contract contingency with Paetec Communications, Inc. to cover any additional VoIP phone lines by the State in an amount not to exceed \$47,608 bringing the contract total to \$510,000.

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

## **EXPLANATION**

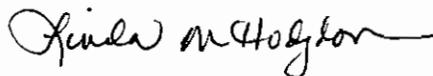
Session Initiation Protocol (SIP) is required when an internet based telephone system such as VoIP (Voice over Internet Protocol) needs to connect to a traditional analog phone system know as Public Switched Telephone Network (PSTN). Approval of the contract will authorize Paetec Communications, Inc. to establish SIP to PSTN connectivity services for the State. As the state moves towards a VoIP telephone system, these services are required so that a digital/internet based call made on a VoIP telephone can communicate with a traditional analog telephone (PSTN) on the other end. The contractor shall provide all related services including Direct Inward Dial (DID) assignments, local, intra-LATA and inter-LATA call transport. LATA being Local Access and Transport Area; a geographic area between local exchange and inter-exchange carriers. Services shall be available at multiple

locations throughout the State of New Hampshire. The contractor also will coordinate all activities with existing State contractors in order to maintain a smooth transition of current services without interruption of service

On May 16, 2012, the Bureau of Purchase and Property released a solicitation for a SIP to PSTN Connectivity provider. Six vendors submitted bids with the lowest bid being from Paetec Communications, Inc. The Office of Information Technology and the Telecommunications Section the Department of Safety and the Bureau of Purchase and Property 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. The scoring was based upon the areas of: Executive Summary and Company Profile (5 Points), Experience (10 Points), Detailed Response (35 Points) and Cost (50 Points). Based on the foregoing, the proposal submitted by Paetec Communications, Inc. received the highest score and is being recommended for award of contract. The evaluation team consisted of the following members: Telecommunications: Dennis Leclerc, DoIT: Don Amendum and Grant Alois.

The evaluation scoring sheet and a copy of the public notice are attached.

Respectfully Submitted,



Linda M. Hodgdon  
Commissioner

6/14/2012

RFB 1433-12

Statewide Contract

SIP to PSTN Connectivity Svs

Evaluation Item No.	Contract Item	Vendor				Fairpoint	Paetec/Windstream	OTT Comm
		Bandtel	G4	Sprint	Fairpoint			
1	Transmittal Letter (Reviewed by P&P)	Pass	Pass	Pass	Pass	Pass	Pass	
2	Addendum 1 (Reviewed by P&P)	Pass	Pass	Pass	Pass	Pass	Pass	
3	Addendum 2 (Reviewed by P&P)	Missing	Pass	Pass	Pass	Pass	Pass	
4	Addendum 3 (Reviewed by P&P)	Missing	Pass	Pass	Pass	Pass	Pass	
5	Pricing Results (50 Points)	13.2	25.5	18.2	22	50	18.1	
6	Executive Summary and Company Profile (5 Points)	Dennis - 2 Grant - 4 Don - 4	Dennis - 3 Grant - 4 Don - 3	Dennis - 4 Grant - 5 Don - 4	Dennis - 5 Grant - 5 Don - 4	Dennis - 5 Grant - 5 Don - 5	Dennis - 3 Grant - 4 Don - 3	
6	Executive Summary and Company Profile (5 Points) / POINT TOTAL (AVERAGE)	3.33	3.33	4.33	4.66	5	3.33	
7	Experience (10 Points)	Dennis - 3 Grant - 8 Don - 7	Dennis - 5 Grant - 7 Don - 5	Dennis - 8 Grant - 8 Don - 6	Dennis - 8 Grant - 4 Don - 4	Dennis - 10 Grant - 10 Don - 9	Dennis - 5 Grant - 8 Don - 5	
7	Experience (10 Points) / POINT TOTAL (AVERAGE)	6	5.66	7.33	5.33	9.66	6	
8	Detailed Response (35 Points)	Dennis - 15 Grant - 30 Don - 25	Dennis - 20 Grant - 29 Don - 13	Dennis - 22 Grant - 22 Don - 20	Dennis - 28 Grant - 28 Don - 22	Dennis - 32 Grant - 35 Don - 30	Dennis - 20 Grant - 30 Don - 15	
8	Detailed Response (35 Points) / POINT TOTAL (AVERAGE)	23.33	20.66	21.33	26	32.33	21.66	
<b>POINT TOTALS</b>		<b>45.86</b>	<b>55.15</b>	<b>51.19</b>	<b>57.99</b>	<b>96.99</b>	<b>49.09</b>	

6/14/2012

RFB 1433-12

Statewide Contract

SIP to PSTN Connectivity Svs

	Total Cost of Service	Points
		50*(lowest/bid)
Bandtel	\$ 135,591.40	13.2
G4	\$ 70,530.00	25.5
Sprint	\$ 98,718.70	18.2
FairPoint	\$ 81,480.37	22.0
Paetec/Windstream	\$ 35,905.55	50.0
OTT Comm	\$ 99,266.15	18.1

6/14/2012

RBL

RFB 1433-12

Statewide Contract

SIP to PSTN Connectivity Svcs

Paetec/Windstream

DESCRIPTION

Item	Costing Qty.	Installation Cost	Price per Month	Price per Minute of Usage	Total
	(a)	(b)	(c)	(d)	(e)
100 Chanel Access Circuit (Installation)	1	\$ 500.00	N/A	N/A	\$ 500.00
100 Chanel Access Circuit	4	N/A	\$ 550.00	N/A	\$ 2,200.00
200 Chanel Access Circuit (Installation)	1	\$ 500.00	N/A	N/A	\$ 500.00
200 Chanel Access Circuit	3	N/A	\$ 650.00	N/A	\$ 1,950.00
300 Chanel Access Circuit (Installation)	1	\$ 500.00	N/A	N/A	\$ 500.00
300 Chanel Access Circuit	2	N/A	\$ 750.00	N/A	\$ 1,500.00
400 Chanel Access Circuit (Installation)	1	\$ 500.00	N/A	N/A	\$ 500.00
400 Chanel Access Circuit	1	N/A	\$ 850.00	N/A	\$ 850.00
500 Chanel Access Circuit (Installation)	1	\$ 500.00	N/A	N/A	\$ 500.00
500 Chanel Access Circuit	1	N/A	\$ 900.00	N/A	\$ 900.00
Current Cost per Minute of Outing Call Usage (Excludes local and toll call charges)	1,488,000	N/A	N/A	\$ -	\$ -
In-State Calling (Intra-LATA calls, includes toll free services)	588,000	N/A	N/A	\$ 0.02	\$ 11,760.00
Inter-State (Inter-LATA, includes toll free services) Calls	354,000	N/A	N/A	\$ 0.02	\$ 6,372.00
100 Number IP DID Block Installation	10	\$ -	N/A	N/A	\$ -
100 Number IP DID Block	70	N/A	\$ 10.25	N/A	\$ 717.50
					\$ 28,749.50

**Cost Table 1**  
(Continued)

Item	Costing Qty. (a)	Installation Cost (b)	Price per Month (c)	Price per Minute of Usage (d)	Total (e)
Single IP DID Number Installation	10	\$ -	N/A	N/A	\$ -
Single IP DID Number	2500	N/A	\$ 0.10	N/A	\$ 20.50
Directory Assistance	500	N/A	N/A	\$ 1.25	\$ 625.00
Telephone Directory Listing	50	N/A	\$ -	N/A	\$ -
Toll Free Number	10	\$ 0.83	N/A	N/A	\$ 49.50
Toll Free Number Usage	200	N/A	\$ 0.02	N/A	\$ 3.60
Local Exchange Cal.	555,000	N/A	N/A	\$ 0.01	\$ 4,102.50
					\$ 4,861.10

**Additional Cost Table 2**

Expanded table as required to precisely include all costs

Item	Description/Reason	Cost (Each)	Label
10 mg	PSLC	6.7	\$ 67.00
20 mg	PSLC	6.7	\$ 34.00
30 mg	PSLC	6.7	\$ 201.00
Page 21, Fraud Protection		162.95	per location

Costs assuming 30K Eps per Ch:  
\$ 502.50  
\$ 1,792.45  
\$ 35,905.55

Grand Total

**CONTRACT COST SUMMARY**

Item	Qty	Cost Each	Extended Cost	36 Month Cost
Installation	8	\$ 500.00	\$ 4,000.00	\$ 4,000.00
Monthly Circuit Cost	8	\$ 984.00	\$ 7,872.00	\$ 283,392.00
Estimated Usage Cost	1	\$ 4,861.10	\$ 4,861.10	\$ 174,999.60
DID No. Blocks of 100	60	\$ 10.25	\$ 615.00	\$ 22,140.00
			Subtotal	\$ 462,391.60
			Contingency	\$ 47,608.40
				\$ 510,000.00



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

September 5, 2012

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

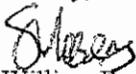
Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services' request to enter into a contract with Paetec Communications, Inc. for SIP to PSTN Connectivity Services as described below and referenced as DoIT No. 2013-060.

This contract provides for Paetec Communications, Inc. to provide for Session Initiation Protocol (SIP) interface to the Public Switched Telephone Network (PSTN) with an Ethernet appearance at subscriber locations. Services will support the initiative of installing VoIP telephone services throughout the state. Contractor shall coordinate all activities with existing State contractors in order to maintain a smooth transition of current services. The Statement of Contract posted by DAS will provide a DOS Communications point of contact who will handle all work requests and who will prevent the SIP interfaces from being used as Internet access points. This contract will run for a period of 3 (three) years subsequent to Governor and Executive Council approval at a price limitation of \$510,000. Funding shall be provided through individual agency expenditures.

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

Sincerely,

  
S William Rogers.

SR/dcp  
DoIT 2013-060

and converted nine points out of them, outscoring the Celtics 9-0 on second-chance points.

Philadelphia also went 13-for-23 from the floor while taking a 27-23 lead at the end of the first period.

The Celtics came out stronger in the second quarter, tying the game when Ray Allen hit a 3-pointer and Garnett converted a three-point play to make it 33-33. Garnett only had four points in the first quarter, then carried the Celtics in the second, scoring 10 while keeping Philadelphia from pulling away.

Boston still trailed 50-47 at halftime, keeping it close by holding Philadelphia to just two attempts from the foul line, where the Sixers went 1-for-2.

GAME NOTES: Avery Bradley sat out for the Celtics with a separated left shoulder, which has bothered him throughout the season. ... Brand got off a shot at the end of the first quarter, but the officials ruled it came after the buzzer and waved it off. The Sixers still led 27-23 at the end of the period. ... New England Patriots defensive lineman Vince Wilfork received a round of applause when he was shown on the big-screen monitor watching from the seats. ... Will Smith, a part-owner of the Sixers, also received a cheer, as did comedian Chris Rock. ... The Celtics did not attempt a free throw in the first quarter.

## Legal Notice

Sealed bids will be received by the Town of Merrimack until 2:00 on Thursday, June 7, 2012 to supply and deliver chemicals to the Wastewater Treatment Facility. Sealed bids will be received until 2:15 PM on Thursday, June 7, 2012 to supply sawdust to the Merrimack Wastewater Treatment Facility. To obtain a related bid package, please contact Xenia Carroll, Purchasing Agent, at (603) 424-7075 or [xc Carroll@merrimacknh.gov](mailto:xc Carroll@merrimacknh.gov). (UL - May 22)

## Legal Notice

### PUBLIC NOTICE INVITATION TO BID

The State of New Hampshire is soliciting bids for SIP to PSIN Connectivity Services. Specifications and bid forms may be obtained at [http://admin.state.nh.us/purchasing/bids\\_postedde.asp](http://admin.state.nh.us/purchasing/bids_postedde.asp), Bid #1433-12 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than 1:30 P.M. on Friday, June 1, 2012.

Robert D. Stowell, Administrator  
Administrative Services

(UL - May 21, 22, 23)

for mortgage premises (street address: 190 Exeter Road) in Epping, Rockingham County, New Hampshire, at  
PUBLIC AUCTION

on July 10, 2012 at 11:00 AM., local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold subject to any unpaid taxes, liens, or enforceable encumbrances entitled to precedence over the said mortgage.

Said premises will be sold "as is" in all respects, including but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations, or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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 FORECLOSURE SALE.

Terms of sale will be Five Thousand and 00/100 Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within thirty (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent date or dates as the holder may deem necessary or desirable.

BANK OF AMERICA, N.A., successor by merger to BAC HOME LOANS SERVICING, LP f/k/a COUNTRYWIDE HOME LOANS SERVICING, LP

By Its Attorneys,  
HAUGHEY, PHILPOT  
& LAURENT, P.A.

By Mark H. Lamper, Esquire  
Haughey, Philpot & Laurent, P.A.  
816 North Main Street  
Laconia, NH 03246

(603) 524-4101

May 18, 2012

(UL - May 22, 29; June 5)

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained in a certain Mortgage given by **Judy C. Thomas** (the "Mortgagor") to Mortgage Electronic Registration Systems, Inc., dated May 18, 2007 and recorded with the Rockingham County Registry of Deeds at Book 4800, on Page 2907 (the "Mortgage") of which mortgage the undersigned is present holder by assignment, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at:

Public Auction on  
June 12, 2012

at

12:00 PM

Said sale being located on the mortgaged premises and having a present address of 21 Hancock Road, Windham, Rockingham County, NH. The premises are more particularly described in the Mortgage.

### NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

JPMorgan Chase Bank,  
National Association  
Present Holder of said Mortgage,  
By Its Attorneys,  
Orlans Moran PLLC  
P.O. Box 962169  
Boston, MA 02196  
Phone: (617) 502-4100

(UL - May 22, 29; June 5)

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

## Legal Notice

### MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue of a Power of Sale contained in a certain Mortgage given by **Thomas J. Groleau** and **Nancy J. Groleau** (the "Mortgagor") to Laconia Savings Bank, dated November 14, 2005 and recorded with the Belknap County Registry of Deeds at Book 2244, on Page 328 (the "Mortgage") of which mortgage the undersigned is present holder by assignment, pursuant to and in execution of said power and for breach of conditions of said Mortgage and for the purpose of foreclosing same will be sold at:

Public Auction on  
June 12, 2012

at

03:00 PM

Said sale being located on the mortgaged premises and having a present address of 7 Granite Street, Laconia, Belknap County, NH. The premises are more particularly described in the Mortgage.

### NOTICE

PURSUANT TO NEW HAMPSHIRE RSA 479:25, YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE 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 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 as the sale is "AS IS, WHERE IS".

The foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations, or agencies claiming by, from or under them.

### TERMS OF SALE:

A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check or bank treasurer's check will be required to be delivered at or before the time the bid is offered. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

U.S. Bank National Association  
Present Holder of said Mortgage,  
By Its Attorneys,  
Orlans Moran PLLC  
P.O. Box 962169  
Boston, MA 02196  
Phone: (617) 502-4100

(UL - May 22, 29; June 5)

59720 state

## SIP to PSTN Providers Bidder Distribution List

Company	Contact Name	Title	Contact Number(s)	Email Address
PAETEC Fairpoint	Sean Barnett Joe Weisenburger	Major Account Executive Sr. Manager/Gov't Accounts	(603) 206-2304 (Office) (603) 845-7337 (Mobile) (603) 296-7063 (Mobile)	sean.barnett@paetec.com jweisenburger@fairpoint.com
AT&T Earthlink Sprint Global Crossing	Sarah P. Tierney Robert McKenna Linda D. Sherlock Jaimie Munson	Universal Account Executive Sales Manager	(603) 644-2049 (Office) (617) 543-7165 (Mobile) (603) 296-4533	stierney@att.com ramckenna@earthlink.com linda.d.sherlock@sprint.com jaimie.munson@globalcrossing.com

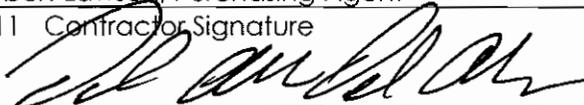
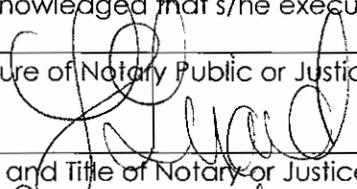
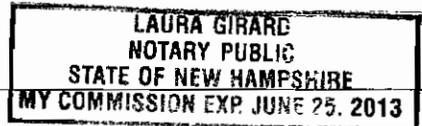
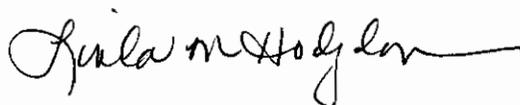
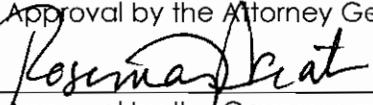
Subject: SIP to PSTN Connectivity Services

**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 Paetec Communications, Inc.		1.4 Contractor Address 4001 Rodney Parham Road, Little Rock, Arkansas 72212	
1.5 Contractor 501 748-7727	1.6 Account Number	1.7 Completion Date October 8, 2015	1.8 Price Limitation \$510,000.00
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 David Allen Regional Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>8/21/2012</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] 			
1.13.2 Name and Title of Notary or Justice of the Peace Laura Girard Teller Manager II			
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>10-4-12</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.

**STATE OF NEW HAMPSHIRE**  
**Department of Administrative Services**  
**SIP to PSTN Connectivity Services**

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**

**GLOSSARY OF TERMS**

Terms used in this document are defined as follows:

<b>Acceptance</b>	The time at which services have been certified by the Contractor and State as meeting all operational requirements, and the Contractor's work has been 100% completed in a satisfactory manner.
<b>Business Day</b>	Any calendar day (24 hours) is considered a business day.
<b>Contractor Employee</b>	Any individual employed by or subcontracted to a Contractor providing services to the State.
<b>Cutover</b>	The transfer of services from existing Contractor services to new Contractor services and/or the introduction and initiation of services to any office.
<b>Department</b>	Department of Safety
<b>FCC</b>	Federal Communications Commission
<b>Inter-LATA</b>	Calls made from one LATA to another LATA. Calls between LATAs are handled by Inter-LATA carriers.
<b>Intra-LATA</b>	Calls made within the same LATA. For the purposes of this Contract, Intra-LATA shall include the 603 area code and all geographical areas of New Hampshire.
<b>ITU</b>	International Telecommunications Union
<b>LATA</b>	Local Access and Transport Area; Geographic boundary between local exchange and inter-exchange carriers.
<b>LEC</b>	Local Exchange Carrier
<b>Local Exchanges</b>	The telephone number exchanges that may be called (telephoned) through a LEC Central Office without incurring toll charges.
<b>MAC</b>	Moves, Addition of telephones, or Change (relocation) of telephone services.
<b>NPA</b>	Numbering Plan Area (Area Code)

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
SIP to PSTN Connectivity Services

<b>NXX</b>	Exchange; The first three digits of a 7 digit North American telephone number.
<b>PIC</b>	Primary Inter-exchange Carrier.
<b>PSTN</b>	Public Switched Telephone Network
<b>PUC</b>	State of New Hampshire Public Utilities Commission
<b>Response</b>	Contractor's response to this RFP Request.
<b>Repairs</b>	Services initiated through trouble reports to Contractors and resulting corrections.
<b>Replacement Services</b>	Services replacing incumbent contactor services.
<b>SIP</b>	Session Initiation Protocol
<b>State</b>	The State of New Hampshire

**1. INTRODUCTION**

Paetec Communications, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with SIP to PSTN Connectivity Services in accordance with NH State Request for Proposal #1433-12 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 1433-12

**3. TERM OF CONTRACT**

This contract shall commence upon the approval of Governor and Executive Council through October 8, 2015, a period of approximately three years, with an option to renew for two (2) additional years with a maximum period of five (5) years, subject to Governor and Council approval. All services shall remain in effect from the commencement of the contract to the initiation of a future contract, not to exceed ninety (90) days without a formal contract extension. Maintenance and support shall be continued throughout the duration of the contract.

**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**

Contractor must provide for Session Initiation Protocol (SIP) interface to the Public Switched Telephone Network (PSTN) with an Ethernet appearance at subscriber locations. Contractor shall provide all related services including DID assignments, local, intra-LATA and inter-LATA call transport. Services shall be available at multiple locations throughout the State of New Hampshire. Contractor shall coordinate all activities with existing State contractors in order to maintain a smooth transition of current services without interruption of service.

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

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

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

**6.1 LICENSES AND REGISTRATIONS**

Contractors shall have all licenses, registrations and permits required by Federal and State laws for performance of this Contract.

**6.2 CONTRACTOR RESPONSIBILITY**

Contractor shall be solely responsible for meeting all terms and conditions contained herein. Any use of subcontractors shall be approved by the State prior to commencement of any services related to this Contract.

**6.3 CONTRACT INTERPRETATION**

This Contract shall be interpreted in accordance with the laws of the State of New Hampshire. Failure of State at any time to require strict performance of any provision of this contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

**6.4 NEWS RELEASES**

Public announcements or news releases pertaining to this Contract shall not be made without prior written approval of the State.

**6.5 GENERAL INFORMATION**

**6.5.1 SERVICE LOCATIONS**

The State shall be allowed services at any location that may be provisioned by the Contractor. Locations of initial installation shall be:

- 110 Smokey Bear Blvd, Concord
- 27 Hazen Drive, Concord
- 129 Pleasant St., Concord
- 50 Communications Drive, Laconia

**6.5.2 CONFIDENTIAL INFORMATION**

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

**6.5.3 SERVICE COORDINATION**

All services shall be coordinated directly through the State Department of Safety. The administrating office address is:

911 Atten: Telecom  
33 Hazen Drive  
Concord, NH 03305  
Telephone 603-227-0052  
Fax: 603-271-6609

**6.5.4 OWNERSHIP OF EQUIPMENT**

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

**6.5.5 STATE INTERFACE**

Services will connect to State owned equipment including but not limited to Cisco manufacture utilizing Session Boarder Controller interface to the PSTN. Services must be fully compliant with Cisco applications relating to VoIP.

**6.5.6 EQUIPMENT INSTALLATION**

All wiring and connections to the Contractor's equipment shall be made using Contractor supplied cable and termination jacks. Connectivity through State patch panels may be required. All such connectivity shall be at the cost of the Contractor.

**6.5.7 SUPPORT OF PSTN OPERATIONAL FEATURES**

Intercept Messages including line not in service, referral messages, etc. shall be provided via Contractor services at no additional costs. Service must be fully compatible with all PSTN call setup, with calls being held and managed throughout call completion. The State shall not be charged for incomplete calls.

**6.5.8 LOCAL NUMBER PORTABILITY**

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

**6.5.9 PRE-SUBSCRIPTION FOR LOCAL AND TOLL SERVICES**

The Contractor shall provide local, intra-LATA, inter-LATA and worldwide services. The Contractor shall ensure complete compliance with the North American Dialing Plan and any international plans providing service. The State shall not be responsible for the payment of any bills generated due to Local Service Provider (LSP), Intra-LATA Primary Inter-exchange Carrier (LPIC) or Primary Interexchange Carrier (PIC) changes or associated with local or long distance trunking and carrier selection. All account errors that may result from "slamming" or other unauthorized activity shall be monitored by the Contractor, and services invoiced to the State at the contracted rates. Any and all charges levied by the LEC or other entity for LPIC changes shall be invoiced to and paid directly by the service provider. Any charges resulting from changes performed by the Contractor or any other entity shall be invoiced to and paid by the telephone service provider. Contractor interstate long distance shall be provided with failover to multiple carriers. In the event of failure of any single interstate carrier, Contractor shall automatically switch calling paths, allowing continued call completion under the operating carrier. Prices shall not vary between Contractor call completion paths.

**6.5.10 VOICE CALL BILLING INCREMENTS**

All Contractor invoices, call detail reports and charges shall be based upon .0001 second billing increments after the first .06 second call duration, with charges rounded up to the nearest penny. All other costs shall be accurately defined and charged. No charges will be incurred for incomplete call attempts.

**6.5.11 MEASURED LOCAL SERVICE**

Contractors shall provide local exchange services as defined by the State and offered by the Contractor. Charges may result from calls within the local exchange area based upon usage fees. Per minute and per call charges may be allowed.

**6.5.12 SYSTEM FRAUD CONTROL**

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

At the State's option, Windstream Premiere Managed Fraud Protection may be obtained through this Contract. The service will allow selected nation call blocking, eliminate all State responsibility to toll fraud due to PBX hacking, security consulting, and other fraud prevention and detection measures.

**6.5.13 COMPATIBLE E911 SERVICES**

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

#### **6.5.14 ACCESS TO ALL OTHER n11 SERVICES**

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

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

#### **6.5.15 DIALING PLAN COMPATIBILITY**

The local exchange service provided by the Contractor shall adhere to all standards for the North American and International dialing plans. Local calls within the same calling area will only require a seven-digit (NNX + XXXX) dialing. The Contractor shall provide toll services that conform to the international dialing plan of the ITU for all international calls.

#### **6.5.16 ACCESS TO DIRECTORY ASSISTANCE**

The Contractor shall provide local and intra-state directory assistance service by direct-dial services.

#### **6.5.17 DISCONNECTION OF SERVICES**

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

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

**6.5.18 LISTING IN DIRECTORY ASSISTANCE**

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

**6.5.19 PRINTED DIRECTORY OF TELEPHONE NUMBERS**

The Contractor shall be provided Direct Inward Dial (DID) telephone numbers to be included in the LEC ("Idearc" white pages) telephone directories as directed by the State. At present, only primary contact numbers are listed, but may be listed in multiple directories. The Contractor shall at a minimum, ensure that all such listings are continued. The State may request, on a line by line basis, that any DID number be withheld from directory listings, at no additional line cost.

The Contractor shall be responsible to coordinate with the State the inclusion or exclusion of all such directory listings. One listing per DID number in the local directory shall be provided when directed by the State, at no charge to the State.

**6.5.20 DIRECT INWARD DIALING (DID)**

The Contractor shall provide Direct-Inward-Dialing (DID) service allowing two way inward/outward bound services. Inward/outward bound services shall allow the transfer of originating number and dialed number information transfer. The inward bound Dialed Number Identification Service (DNIS) shall be fully compatible with the receiving telecommunications equipment at State sites. The Contractor shall specify the minimum and maximum number of digits being delivered to the State's premise equipment.

The DID service shall provide blocks of consecutive telephone numbers and specified single numbers currently used by the State. All existing numbers currently used shall be retained, and transferred to the Contractor service.

**6.5.21 VIRTUAL TOLL FREE SERVICES**

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

**6.5.22 COLLECT CALLING**

Call services shall include the ability to accept calls at the receiving party's expense. Services shall be fully compatible with all major carriers. Contractor shall allow the State to disable this function on a per DID number basis. Service denial shall not occur due to originating call carrier.

**6.5.23 INCOMING CALLER IDENTIFICATION**

The local exchange service shall provide incoming caller identification (Caller ID) name and number allowing the display of calling telephone number and published name by State equipment.

**6.5.24 OUTGOING CALLER IDENTIFICATION**

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

**6.5.25 CALL COMPLETION**

The Contractor shall be responsible to insure proper call completion and to provide the State with accurate traffic statistics, maintenance and operational reports.

**6.5.26 CONNECTIVITY**

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

**6.5.27 STATUS MONITORING AND TROUBLESHOOTING METHODS**

The Contractor shall provide the State with troubleshooting methods and procedures to verify circuit operations. Of interest are investigate/troubleshooting tools and methods to determine the source of any voice quality concerns, especially how to determine if problems relate to Contractor operations or State equipment and/or internal network.

**6.5.28 INSTALLATION REPORT**

Contractor shall provide a Certificate of Completion and detailed report defining each installation location, line telephone numbers and circuit numbers used to provide service within 24 hours of service provisioning. Certificate of completion shall state that all services and products are fully operational, complete and tested per contract requirements.

**6.5.29 CALL PATH COUNTS**

Contractor services shall be available with multiple options for call paths within a given circuit. Limitations shall only be set by circuit bandwidth, selected analog sampling or other programmable options.

**6.5.30 99.99% GUARANTEED ACCESS**

Service access will be provided and guaranteed at 99.99% or better availability (24hrs/day by 7days/week), at the channel rate provisioned for each circuit

**6.5.31 DEPENDABILITY**

All services shall be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails with total timeframe of failures accumulating to 120 minutes or more within a 30 day period, 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.

**6.5.32 SERVICE TERMINATION**

In the event that any service experiences a 10% or more dependability failure rate (10% of all services become unavailable per the 99.99% up time dependability rate) for a 24 consecutive hour period, the State at its sole discretion, may choose to terminate all services at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth in **Form Number P-37 Agreement**.

**6.5.33 LOAD BALANCING AND REDUNDANCY**

Services shall allow load balancing between multiple circuits and fail-back operations. At the very least, Contractor operations shall recognize failed or maximized circuits, and allow continued call flow through alternate circuits.

**6.5.34 DEMARCATION POINT**

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

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

**6.5.35 OPERATIONAL AND MAINTENANCE SUPPORT**

Contractor shall provide support for all services. The State shall not provide personnel for system installation, maintenance or operation. The Contractor shall work with the incumbent service provider to transfer DID numbers and circuit operations.

**6.5.36 TELEPHONE SUPPORT**

Contractor shall provide toll free dial up telephone number(s) for 24 hour per day, 365 days per year support of all services. Inclusive are repair, billing, end user questions and State employee questions assistance.

**6.5.37 SERVICE ORDERS**

Services shall be requested by the State on a site by site basis. Requests shall be made per written Telephone Service Request (TSR) submitted to the Contractor by the Department of Safety Telecommunications Section.

**6.5.38 SINGLE POINT OF CONTACT**

The Contractor shall provide a Single Point of Contact for all maintenance issues regarding Contractor services via an e-mail address and toll free number. Contact shall be responsible for all installation, disconnection, update, repair and reports request. The State shall not be responsible to contract third party contractors or Contractor partners.

Dispatch personnel shall have direct access to technicians. Personnel shall be knowledgeable of service requests, scheduling, technician activity and customer billing. Said personnel shall be available at all times during the business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. In addition, the Contractor shall provide emergency contacts for all other days and times.

**6.5.39 TELEPHONE SERVICE REQUESTS (TSR) COOPERATION WITH CARRIERS**

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

911 Atten. Telecom  
33 Hazen Drive  
Concord, NH 03305

e-mail: telecomm@desc.nh.gov

**6.5.40 TSR NUMBERS**

Contractors 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.

**6.5.41 DISCONNECT ORDERS**

Disconnect orders placed by the State shall be implemented on the State business day following transmission of TSR or State requested future due date.

**6.5.42 RECEIPT OF STATE REQUESTS**

The Contractor shall confirm receipt of all TSR's through an E-mail within the next business day, listing each TSR received. Within three business days, Contractor shall provide the TSR requested service delivery date, service performance date and associated circuit information including circuit number, DID numbers, and associated details to the State. Upon receipt of a disconnection order, the Contractor shall enact an immediate "cease billing" of the disconnected service unless a future date is specified by the State.

**6.5.43 CONTRACTOR ARRIVAL AT WORK SITE**

All Contractor personnel, upon entering a State location or office, shall inform the designated State contact of their arrival. The Contractor shall also inform the designated State contact when leaving the State premises. Contractor shall contact the Department of Safety Telecommunications Bureau with daily reports concerning the closeout of TSR's and repairs via e-mail.

**6.5.44 MAINTENANCE/SERVICE HOURS**

All services performed on State sites shall be during the standard operating hours of that office. Most offices operate between the hours of 8:00 A.M. and 4:30 P.M. Others such as State Police and the State prison are open 24 hours a day, seven days per week. The State shall define the hours of operation when issuing repair or service requests.

**6.5.45 WASTE MATERIALS AND CLEANUP**

The Contractor shall be responsible for the removal of all waste, scrap and packaging material resulting from the completion of service to an offsite Contractor location. Contractor employees shall be provided with brooms and vacuums for the cleanup and removal of all debris and packaging material resulting from its work on State premises on a daily basis. Upon completion of installation, the Contractor shall leave the State premises clean, orderly and ready for immediate use.

The Contractor shall be immediately called back to any location requiring "clean-up" if the work site is found untidy with scrap materials. All such return service shall be at the Contractor's expense.

**6.5.46 REPAIR AND INSTALLATION SERVICES**

Requests for services shall be initiated by the State with preliminary information provided through the State Telecommunications Section. The Contractor shall be responsible to interview end users to obtain additional information.

**6.5.47 SERVICE AVAILABILITY**

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

**6.5.48 RESPONSE TO MAINTENANCE CALLS**

"Response" to a maintenance call requires that the Contractor begin remote testing of the network service or have a qualified technician, suitably equipped to troubleshoot service, arrive at the trouble location. The Contractor shall notify the State within the next business day of reinstated service as to the cause of the failure and corrective action.

**6.5.49 CRITICAL SERVICES**

All services shall be regarded as critical. Critical services shall be remotely verified within 15 minutes of report of service outage. Repairs shall be escalated to second level of support if not restored within one hour of report. If services are not restored within two hours of reports, the Contractor shall utilize all available support to ensure restoration of services. For that and every hour of failure thereafter, Contractor shall provide telephoned reports defining the methods used to restore services, and the Estimated Time to Restore (ETR) services. If services are not restored within 24 hours, the State may request an investigation and/or services from an alternate Contractor. All charges for such services shall be forwarded to the Contractor. If the Contractor fails to restore service within 72 hours, the State reserves the right to pursue alternative services, with all costs paid by the Contractor.

**6.5.50 NEW SERVICE REQUESTS**

Contractor shall install all new services on or before the State requested due dates. Scheduled installation day and time of day shall be provided to the State within five (5) business days of transmission of State Telecommunications Service Request. Unless otherwise requested in writing on a Telecommunications Service Request, new installations and circuit moves shall be completed within 30 business days of request. Program changes on existing service shall be completed with five (5) business days of request unless dated at a later date by the State.

**6.5.51 REMOTE ACCESS TO REPAIR, MOVE ADDS AND CHANGES REPORTING**

The Contractor shall provide, via a secure Internet web site, access to installation and repair service progress reports inclusive of Contractor work order number, close out date and time, current status of service Move Add and Change (MAC) assignment, feature assignments, dial plan management and end user configurations. Service will include Windstream's Advanced Application Reporting (AAR) including performance reporting, near real time traffic monitoring, dynamic IP service reports, call traffic flow evaluation, response time delay, and other related metrics. Inclusive are Advanced application reporting, allowing the ability to proactively monitor circuits with full SNMP capability and Netflow reporting.

**6.5.52 COOPERATION WITH CARRIERS**

The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in supplying any required routing and/or translation changes. The Contractor shall cooperate fully with any interstate carrier, intrastate carrier and/or LEC in transferring services required providing uninterrupted service. The Contractor shall order, coordinate, and schedule all associated carriers for the installation of telephone facilities and services.

**6.5.53 SERVICE AVAILABILITY**

Service shall be available 24 hours per day, 7 days per week. Services shall encompass all facilities and equipment necessary to implement required operations including local, interLATA, intraLATA and international call transport. The Contractor shall coordinate all activities with existing Contractors in order to maintain a smooth transition of uninterrupted service.

**6.5.54 INTER-LATA CARRIER SELECTION**

Inter-LATA services shall be completely transparent to the caller, not requiring human interface to complete calls.

**6.5.55 CALL QUALITY**

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

**6.5.56 UNAUTHORIZED ACTIVITIES**

The Contractor shall provide immediate notification to the State upon receipt of evidence of fraud, wire-tap, or any other access to, or use of, services or products other than authorized by the State.

**6.5.57 POWER (APPLIES TO ALL ON SITE EQUIPMENT)**

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

**6.5.58 SERVICE DELIVERY OVER PRIVATE IP**

Services may be delivered over a private IP network via private (non ILEC) fiber if requested by the State.

**7. PROOF OF CONCEPT**

After contract commencement, the Contractor shall provide a thirty (30) day service trial defined as a Proof of Concept (POC), allowing the State to verify Contractor services. The State shall incur no charges for POC activities which fail to meet State expectations.

Contractor shall install SIP to PSTN service at one of the four following locations as determined by the State:

110 Smokey Bear Blvd, Concord  
27 Hazen Drive, Concord  
129 Pleasant St., Concord  
50 Communications Drive, Laconia

The installation shall act as a test-bed, used by the State for a thirty (30) day period. Successful call traffic may be billed to the State. The terminating circuit providing SIP to the PSTN shall not be invoiced. Only after a successful thirty (30) day trial with successful service operation and acceptance by the State shall charges commence. Should service fail at some point during the trial period, upon resolution, a new thirty (30) day period would begin.

Contractor shall be allowed thirty (30) days from date of written Contractor notice to install service to the selected location.

Contractor must provide a POC testing procedure to verify all service operations per the specifications stated herein. The State shall review the test procedure and request modifications as necessary to ensure complete in service testing. Test procedure shall include the following items:

- Connectivity to selected State CPE;
- Verification of call completion;
- Verification of operation under maximum call path operations;
- Access to all PSTN services;
- Evidence that performance is not degraded, services are not lost, excess latency does not occur and call quality remains stable during Traffic simulation at 100% of maximum call path operation;
- Successful display of Contractor Help Desk performance and escalation path in a simulated outage.

## 8. STAFFING

### 8.1 STATE PERSONNEL

The State shall assign a project manager to work with the Contractor to address all contractual issues.

### 8.2 CONTRACTOR PERSONNEL

#### 8.2.1 ACCOUNT MANAGEMENT

The Contractor shall provide a primary Account Manager to work in conjunction with the State and any other Contractor regarding the installation or delivery of services and equipment. The Account Manager shall be responsible to review all contract requirements and ensure that all terms and conditions are enforced. Manager shall accept additional service orders, verify billing, adjust billing errors, verify payment, regulate, and deliver, required reports. A single point of contact shall be designated, responsible and accountable for all service and contractual matters.

### **8.2.2 TECHNICAL SUPPORT ENGINEER**

Support Engineer shall be responsible for delivering and installing any Contractor supplied hardware and software, connecting to Contractor equipment, loading software and provide customer support.

### **8.2.3 PRE-INSTALLATION AND POST-INSTALLATION TECHNICAL SUPPORT**

The Contractor shall provide Technical Support personnel qualified to support and troubleshoot all Contractor equipment and services. The representative must be trained in conducting site visits to ensure proper installation and provisioning. Post Installation Support personnel must be trained in the continued operational support of all services provided by the Contractor.

### **8.2.4 CONTACTS**

Within five (5) days after contract award, the Contractor shall notify the Telecommunications Section, in writing, of the names, addresses and telephone numbers of the principal contact(s) for:

- Trouble-shooting and routine repairs;
- Major outage/trouble reports;
- Escalation procedures;
- Payments and accounting records;
- Terms and conditions.

The Contractor shall provide written notice to the Telecommunications Section of any changes of contact personnel and/or telephone numbers.

### **8.2.5 SECURITY REVIEW**

Prior to providing service to the State and entering any State facility, Contractor and/or subcontractor employee must obtain security clearance from the State. Each employee's name, date of birth and social security number must be provided to the State. No Contractor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision. The following security requirements apply:

- Employee agreements allowing background checks will be exclusively the responsibility of the Contractor.

- The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations as directed by the State. The State shall not be responsible to justify this action to the Contractor or Contractor employee.
- The Contractor shall provide written notice to the Telecommunications Section of any changes of Contractor employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
- All Contractor personnel must comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor must provide replacement personnel immediately in order to meet assigned installation dates.

#### **8.2.6 STATUS OF CONTRACTOR EMPLOYEES AND SUBCONTRACTORS**

Contractor employees and subcontractors shall be independent of the State in all respects and in no way considered employees of the State.

#### **8.2.7 CONTRACTOR EMPLOYEE REASSIGNMENT**

The State reserves the right to require the Contractor to train, counsel or reassign any personnel (including subcontractors) whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Contractor services.

#### **8.2.8 PICTURE ID**

Contractor shall provide employee picture ID badges including the company name and company contact telephone number for each employee servicing the State account. The ID shall be worn by all Contractor employees while servicing the State. The State shall retain the right to disallow service and site access to any employee not displaying an ID badge. All costs of acquiring such badges shall be solely borne by the Contractor.

#### **8.2.9 ENGLISH AS A MAJOR LANGUAGE**

All Contractor and subcontractor personnel interfacing with State employees shall be fluent, and able to effectively communicate, in the English language as commonly used in business. Any Contractor and subcontractor employee who cannot be understood by State employees will be removed from the State account and replaced with personnel who are fluent in, and able to effectively communicate in the English language, as commonly used in business.

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

The contract price limitation for this contract is \$ 510,000.00. The following pricing and payment terms apply:

1. The State shall incur no charges for Proof of Concept (POC) activities, inclusive of installation, monthly charges, hardware and software.
2. The Contractor is responsible to pay for any repairs and/or services needed to maintain and meet the described requirements.
3. The Contractor shall be capable of receiving electronic payments from the State.
4. All 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. 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. Payment shall be NET 30 days from receipt of properly invoiced services.
5. Contractor shall be responsible to justify all charges to the State. Invoices shall be reviewed for accuracy prior to delivery to the State. All billing information provided to the state shall reflect same information. Paper records and electronic formats 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 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. Rejected installations shall not result in charges to the State. 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 Contractor build outs or service disconnections.
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. State payment shall be due the Contractor within thirty (30) days of deliver of invoice and associated documentation.
16. There shall be no charges for circuit disconnects. Minimum charge shall be allowed for thirty (30) days of service.
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 Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of balances and credits owed the State.
19. Contractor shall invoice the State on an aggregate number of DIDs, not on consecutive number blocks.
20. Circuits may be utilized for SIP Voice, Internet access or Private MPLS connectivity at no additional service cost.
21. Disconnect orders placed by the State shall be implemented on the State business day following transmission of TSR or State requested future due date. No payment for services beyond 24 hours after release of disconnect order shall be charged.
22. Proposed rates shall be exclusive of state and federal taxes, PUC or FCC charges and, charges of other regulating government agencies. Quoted rates shall include all other call costs, and be fixed for the duration of the Contract. Failure to comply with these requirements shall constitute default under the Contract.
23. Per minute rates charges for toll shall be based upon chargeable time. In all cases, chargeable time begins when the call connection is established between the calling telephone and the called telephone. Chargeable time shall end when the calling telephone hangs up thereby releasing the network connection. If the called telephone hangs up but the calling party does not, chargeable time shall end.
24. Contractor shall provide interstate long distance service with failover to multiple carriers. In the event of failure of any single interstate carrier, Contractor shall automatically switch calling paths, allowing continued call completion under the operating carrier. Prices shall not vary between Contractor call completion paths.
25. Contractor billing platform shall allow the State to bill monthly services on a per office basis or, on a per DID basis. Monthly access costs can be amortized across all locations utilizing this service.
26. Contractor shall add departmental surcharges as a monthly recurring charge or on a per call basis if directed by the State.

27. The costs listed herein are the only costs to be charged the State throughout the duration of any resulting contract. Only costs as labeled in the following cost tables shall be assessed to the State. All services are inclusive within the prices stated. No additional fees shall apply. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, 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.

**28. Cost Table**

The following definitions apply.

**Item:** A limited description of the item to be provided.

**Installation Cost:** The onetime cost of installing the item.

**Price per Month:** The monthly reoccurring cost of the item.

**Price per Minute of Usage:** Per minute usage charge of item.

**N/A: Not Applicable**

**COST TABLE**

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

Item	Installation Cost	Price per Month	Price per Minute of Usage
100 Chanel Access Circuit	\$500	\$550	N/A
200 Chanel Access Circuit (Installation)	\$500	\$650	N/A
300 Chanel Access Circuit (Installation)	\$500	\$750	N/A
400 Chanel Access Circuit (Installation)	\$500	\$850	N/A
500 Chanel Access Circuit (Installation)	\$500	\$900	N/A
Circuit Cost per Minute of Outing Call Usage (Excludes local and toll call charges)	N/A	N/A	No charge
In-State Calling (Intra-LATA calls, includes toll free services)	N/A	N/A	\$.02
Inter-State (Inter-LATA, includes toll free services) Calls	N/A	N/A	\$.018
100 Number IP DID Block	No charge	\$10.25	N/A
Single IP DID Number	No charge	\$.1025	N/A
Directory Assistance	N/A	N/A	\$1.25 per call
Telephone Directory Listing	No Charge	No Charge	N/A
Toll Free Number	No Charge	\$4.95	\$.018
Local Exchange Call	N/A	N/A	<del>\$.0075</del> N/A
Premiere Fraud Protection	\$162.95 per Account	\$162.95 per Account	N/A
Federal and State Local Access Charges per MBps*	N/A	\$6.70	N/A

10/4/12  
 not  
 DCA  
 10/3/12

**Non-Contiguous US State Calls and International Calls:** Calls outside of the contiguous states of the United States shall be the lowest charged to any customer of the Contractor for calls of same type to the same location. No additional rates other than that charged per prevailing law in the country of call termination shall be charged.

\*Federal and State Local access Charge (FSLC) is a monthly recurring fee charged for the use of any Windstream communications service regardless of technology, which can be configured to allow access to the public switched telephone network, directly or indirectly. FSLC is assessed per customer line type. Windstream's FSLC rates are set forth in Paretic's interstate access tariff.

**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. Amend Paragraph 13 to include the following: Contractor will indemnify and defend State against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct of Contractor or its subcontractors, directors, officers, employees or authorized agents.

3. Delete Paragraph 14.3 and substitute the following: 14.3 The Contractor shall furnish 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 prior to the expiration date of each of the insurance policies. 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 of the policy.

4. Insert the following: Consequential Damages. Except for its indemnification obligations, Contractor will not be liable for any consequential, incidental, or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

5. There are no other special provisions for this contract.

EXHIBIT D

RFB 1433-12 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 PAETEC COMMUNICATIONS, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 24, 1998. 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 8<sup>th</sup> day of August, A.D. 2012

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

7/17/2013

DATE (MM/DD/YYYY)

7/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-I Kansas City 444 W. 47th Street, Suite 900 Kansas City 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE AMERICAN INSURANCE COMPANY		
INSURER B : INDEMNITY INS. CO. OF N. AMERICA		
INSURER C : ACE Property & Casualty Insurance Co		20699
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES WINCO07 NQ CERTIFICATE NUMBER: 11849150 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	N	N	HDOG27008914	7/17/2012	7/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GEN'L AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	ISAH08696883	7/17/2012	7/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XOOG2704590	7/17/2012	7/17/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC4678599A (AZ,CA,MA) WLRC46785952 (AOS) SCFC46786075 (WI)	7/17/2012 7/17/2012 7/17/2012	7/17/2013 7/17/2013 7/17/2013	<input checked="" type="checkbox"/> WC STATUS/TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE POLICY LIMIT \$ 1,000,000
C	EXCESS AUTO	N	N	XSAH08519328001	7/17/2012	7/17/2013	LIMIT: \$2,000,000 CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachment

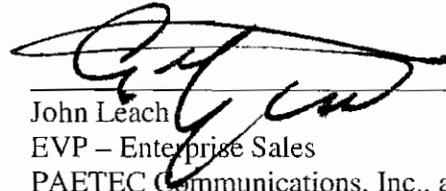
<b>11849150</b> STATE OF NEW HAMPSHIRE NH BUREAU OF PURCHASE AND PROPERTY 25 CAPITOL ST ROOM 102 CONCORD NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STATE OF ARKANSAS,

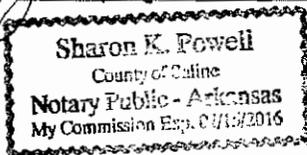
COUNTY OF Pulaski.

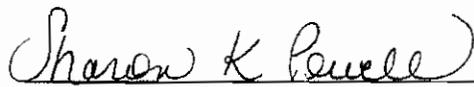
**Affidavit**

I, John Leach, EVP-Enterprise Sales of PAETEC Communications, Inc., a Windstream company, hereby affirm that David Allen, Regional Director of Sales, has the authority pursuant to Windstream's internal policies to enter into this *Agreement for SIP to PSTN Connectivity Services* on behalf of PAETEC Communications, Inc., a Windstream company.

  
\_\_\_\_\_  
John Leach  
EVP – Enterprise Sales  
PAETEC Communications, Inc., a  
Windstream company

SWORN TO AND SUBSCRIBED before me on this 3<sup>rd</sup> day of October, 2012  
by John Leach\_\_\_\_\_.



  
\_\_\_\_\_  
Notary Public in and for the State of Arkansas

(SEAL)

WINDSTREAM COMMUNICATIONS, INC.

Mailstop B1F03-71A  
4001 Rodney Parham Road  
Little Rock, Arkansas 72212

Michelle Simpson  
Counsel

501.748.7727  
fax. 501.748.5172  
Email: [michelle.simpson@windstream.com](mailto:michelle.simpson@windstream.com)



October 1, 2012

Robert B. Lawson  
Purchasing Agent, Bureau of Purchase and Property  
State of New Hampshire  
VIA Email: [Robert.lawson@nh.gov](mailto:Robert.lawson@nh.gov)

With a copy to:  
25 Capitol Street  
Concord, NH 03301

Re: Clarification of the Relationship Between PAETEC Communications, Inc. and  
Windstream

Dear Mr. Lawson:

The purpose of this letter is to clarify the transaction that occurred between Windstream Corporation ("Windstream") and PAETEC Communications, Inc. ("PCI").

On December 1, 2011, Windstream became the ultimate parent company of PAETEC Holding Corporation and its subsidiaries, including PCI. As a result of this acquisition, PCI became a wholly owned subsidiary of both Windstream and PAETEC Holding Corporation. However, there has been no other change to PCI; the acquisition did not involve a sale or assignment of PCI's assets to Windstream, and PCI still owns the same assets it did prior to closing. Further, PCI continues to operate and enter into contracts under the name PAETEC Communications, Inc. Thus, the only change that occurred as a result of this acquisition was a change in control at the parent level.

I hope this explanation of Windstream's acquisition of PAETEC Holding Corporation and its subsidiaries clarifies the relationship between Windstream and PCI. Please let me know if further explanation is needed.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Simpson".

Michelle Simpson  
Counsel