

**SPECIAL CONTRACT FOR SERVICE**

**VERIZON COMMUNICATIONS, INC.**

**WITH**

**New Hampshire Department of Transportation**

VERIZON COMMUNICATIONS INC.

WITH

**New Hampshire Department of Transportation**

SPECIAL CONTRACT

SUPPORTING MATERIAL

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## **SECTION 1**

### **CONTRACT OVERVIEW**

## **OVERVIEW OF CONTRACT**

### **New Hampshire Department of Transportation**

The purpose of this filing package is to 1) provide supporting documentation for the Special Contract for 511 Dialing Services between Verizon New England and New Hampshire Department of Transportation and 2) request full approval of this Agreement from the New Hampshire Public Utilities Commission.

The Contract provides 511 Dialing Service utilizing a three digit local dialing arrangement, terminating to a customer-provided number for access to Travel Information Services. The customer is being charged a Non-recurring charge for IntraLATA Dialing Services, additional Central Offices, modifications to routing for select Central Offices, and modifications to routing of all offices.

This customer does not participate in the VIP contracts.



## **SECTION 2**

### **COST STUDY DETAILS**

### **SECTION 3**

#### **CONTRACT**

# SERVICE AGREEMENT

(Intrastate ICB)

Customer Name	New Hampshire Department of Transportation ("Customer")	Main Billing Tel. No:	603 271-1110
and address:	7 Hazen Drive, Concord NH 03302-0483	ICB Case No.	2007 430232

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in Exhibit(s) A, attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"), subject to the State of New Hampshire's Governor and Executive Council approval and Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130. Notices shall be deemed effective five business days after such mailing.

**Miscellaneous.** (a) To the extent required by applicable law, neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the State of New Hampshire shall govern the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation of the State of New Hampshire, or does not receive any governmental or regulatory approval required by law in the State of New Hampshire, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

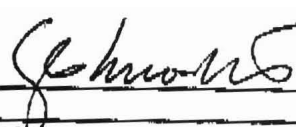
(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

**Tariffs and Limitation of Liability.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

New Hampshire Department of Transportation (Customer)

By   
Name/title \_\_\_\_\_  
Date 1/25/07

Lyle W. Knowlton, P.E.  
Director of Operations  
NH DOT

VERIZON BUSINESS NETWORK SERVICES Inc. on behalf of the Verizon company(ies) identified in the applicable Exhibit(s)

By   
Name/title \_\_\_\_\_  
Date 12/31/07  
Suleiman Hessami  
VP Pricing/Contract Management



## Exhibit A

Verizon company name: Verizon New England Inc. (referred to in this Exhibit as "Verizon")

State: New Hampshire

Customer name: New Hampshire Department of Transportation

ICB Case No.: 2007-430232

**1. Services and Quantity Commitments.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon's then-current retail rate. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

**2. Service Description:**

2.1 511 Dialing Service ("511") utilizes a three digit local dialing arrangement, terminating to a Customer-provided number, for access to travel information services. The 511 code was assigned for this purpose pursuant to Order 00-256 issued by the FCC in CC Docket 92-105. Verizon intends to, and reserves the right to, charge 511 calls as a local call to the party originating said call(s), including from Verizon coin phones. Only a local call will be charged; toll charges shall not apply to the calling party, and if charges are required to re-route the call to the terminating number charges, such charges will be cared for by the use of a toll free number, or additional charges for reverse billing to the 511 subscriber.

2.2 511 is a custom call routing/transport application. It provides the calling party an easy to remember three digit dialing code with call delivery to established 511 service subscribers. Calls placed using 511 are automatically routed to the 511 subscriber's ("Customer") terminating telephone number within the same Local Access and Transport Area ("LATA"), which Customer has agreed to provide. Customer shall provide Verizon with this number, in advance, so that Verizon may properly translate the 511 service. (Note that this Agreement covers calls originating on lines terminating in a Verizon switch. Verizon can not direct other phone companies, including wire-line, wireless nor coin providers as to what and how they should handle 511 Service.)

2.3 -511 utilizes various forms of call routing depending on the 511 subscriber's service requirements as well as the Company's serving network facilities. Please Note that the Central Office and Wire Center boundaries of the available routing methods may or may not coincide with the boundary of the service areas requested by the 511 subscriber.

**2.4 Rate Chart-**

Quantity	Service Item	*Non-Recurring Charge/Unit
1 IntraLate Dialing Service	State of New Hampshire 511 Dialing Service, AIN-Based Terminating to a customer specified TN which routes to a termination point providing callers with traffic and traveler information. This contract covers the routing from the caller's dialing of 511 to hand off to the customer specified number. The call center providing the traffic/traveler information is not covered in this Agreement.	\$3,000.00

\* This rate covers the routing and call volume for a total of 25 Verizon Host Central Offices with a maximum call volume of 20,000 calls per month ("Maximum Allowance"). Call volumes will be reviewed annually. In the event the call volume exceeds the Maximum Allowance additional calls will be bill at a rate of \$0.01 per call.

**2.5 Growth/Additions-**

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Service Element Type	Service Element	NRC Charge
Additional C.O.s	Programming Charge per VZ Host Complex included in the N11 Serving Area.	\$500.00 per Host Location
Modification to routing for Select C.O.s	Modification of 511 Call Center information specific to an Office Complex.	\$50 per Host/Remote Complex Affected by customer request
Modification to routing of all offices	Modification to 511 Call Center DN Information.	\$500 per Customer 511 Call Center.

3. **Service Period.** Customer shall purchase such Services for a period of thirty-six (36) consecutive months following the execution of this Agreement, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof.

4. **Termination Charges.** If the Customer terminates this application before the end of the Service Period, Customer shall not receive a refund.

5. **Additional Provisions.**

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve months after the expiration of the initial Service Period. (ii) If Customer notifies to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. **Detariffing.** In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

d. **Facilities.** Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

e. **Additional Limitations of Liability:** Verizon may be liable to the Customer for direct damages limited to the amount the State has paid Verizon under this Agreement, or as covered by commercially purchased insurance, whether in an action of contract, negligence, strict liability or other tortious action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement for Verizon to provide the Service to Customer. Verizon shall have no liability to the Customer or any other party for the content or format of any traffic or travel information provided by the Customer via the Customer's 511 Information Service, or any other aspect of the Customer's 511 Information Service. Verizon shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Verizon facilities and equipment nor on equipment owned or leased by the subscriber. The Customer shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the number. If requested by Verizon, the Customer shall assist the Verizon in responding to complaints made to the Verizon concerning the Customer's service. Verizon assumes no liability for any issue arising from the fact that, in some Dialing Service applications, physical call routing boundaries may not match exactly with the boundary of the Customers requested service area. Verizon assumes no liability due to Caller ID / Automatic Number Identification (ANI) information being unavailable or incorrect.

f. Customer hereby agrees to assume the following obligations with respect to implementation of this Agreement:

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- i.. Provide Verizon with an estimate of holding time for each call to 511 for network sizing and protection.
  - ii. Provide adequate telephone facilities initially and during the course of the contract as recommended by the Customer's local service and long distance providers to handle calls to 511 without impairing Verizon's general telephone service or telephone plant. If Customer requires a change to the terminating numbers, then Verizon may, in its sole discretion either amend this Agreement or submit an entirely new contract to Customer. Additional charges may apply.
  - iii. Comply with any rules, pertaining to N11 service, adopted by the FCC in CC Docket No. 92-105 and the KPSC under Administrative Case 343.
- g. In addition to the above services, normal tariff rates apply for other standard items of service not listed.
- h. The rates and charges become effective upon filing with the Public Service Board.
- i. If this Agreement is not accepted by the Customer by January 30, 2008, it shall be deemed withdrawn.
- h. This agreement is contingent upon the appropriation of sufficient funds from the New Hampshire Legislature for the Department to carry out its obligations under this contract. If, in the sole discretion of the Department, sufficient funds are not appropriated, the Department may terminate this agreement upon 30 days' written notice. Such termination shall relieve both parties of all obligations hereunder, except for the obligation to pay for services performed prior to termination. Should it be necessary, pursuant to this provision, for Customer to terminate this Agreement for the Services provided hereunder, Customer shall make every effort to secure such funds as to pay Verizon for Services provided by Verizon up to and including the date of termination. Should funds subsequently become appropriated to Customer to resume the Services, then Customer shall promptly pay Verizon for all Services performed by Verizon and accepted by Customer for which Verizon has not received payment up to and including the date of termination of the Services by Customer.
6. **Locations.** The Services shall be provided to Customer under the terms hereof at the following locations. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

25 Verizon Central Offices located  
throughout the State of New Hampshire.

