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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 4, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002758) with FirstLight Fiber, Inc., (VC#302277), Portsmouth, NH, for cloud interconnect provider services by extending the completion date from September 30, 2023, to September 30, 2024, with no change to the price limitation effective upon Governor and Executive Council approval. The original contract (Contract #8002758) was approved by the Commissioner of the Department of Administrative Services on October 19, 2020.

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

EXPLANATION

As previously stated, the original contract (Contract #8002758) was approved by the Commissioner of the Department of Administrative Services on October 19, 2020.

This amendment is **Retroactive** to October 1, 2023 due to the unanticipated administrative delays in the approval process. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for information (RFI) 2023-360 on June 29, 2023 with responses due on July 18, 2023. This RFI reached 110 vendors through the NIGP electronic sourcing platform and received two compliant responses. The lowest compliant response was from the incumbent, FirstLight Fiber, Inc.

Upon approval, this contract amendment with FirstLight Fiber, Inc. will allow continued support and services for all State agency networks that have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Not providing this service would disable the State's ability to access email, the internet, and the State's financial applications.

The current price limitation is $495,000.00. Based on the current spend of $157,850.93, minus the estimated spend for a one-year extension at $214,191.36 and one year remaining on the contract, there are no additional funds requested as the current contract price limitation can support the one-year extension.

Contract financials	
Original contract price limitation	$495,000.00
Less current spend on contract	$157,850.93
Less one-year extension	$214,191.36
Available balance in price limitation	$122,957.71

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** amendment with FirstLight Fiber, Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

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

Denis Goulet
Commissioner

August 24, 2023

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with FirstLight Fiber, Inc., as described below and referenced as DoIT No. 2021-015A.

The purpose of this request is to provide statewide cloud interconnect provider services.

There will be no change to the Total Price Limitation, and this amendment will be effective upon Governor and Executive Council approval through September 30, 2024.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2021-015A

cc: Mathew Stanton, Deputy Director
Rebecca Bolton, IT Manager

Division of Procurement Support Services
Bureau of Purchase Property

RFI Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

RFI Description	Cloud Interconnect Provider Services	Agency	Statewide
RFI#	2023-360	Requisition#	NA
Agent Name	Claudia Roy	Bid Closing	07/18/2023 @ 9:00am

Product Descriptl on	FirstLight Fiber, Inc.	Consolidated Communications
	Unit Cost	Unit Cost
1 GB	$1,616.30	NB
2 GB	$1,775.90	NB
3 GB	$1,953.70	NB
4 GB	$2,149.00	NB
5 GB	$2,363.90	NB
6 GB	$2,600.50	NB
7 GB	$2,860.20	NB
8 GB	$3,146.50	NB
9 GB	$3,460.80	NB
10 GB	$3,807.30	NB
Original contract price limitation		$495,000.00
Less current spend on contract		$157,850.93
Less one-year extension		$214,191.36
Available balance in price limitation		$122,957.71

Recommendation Summary	
Statewide Contract or Amendment	Statewide
Term of Contract	4.00
Price Limitation	$495,000.00
Number of Solicitations Received	2
Number of Sourced bidders	0
Number of NIGP Vendors Sourced	110
Number of non-responsive bidders	108
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	Both
FOB Delivered	FOB

Special Notes:	The estimated annual spend of $40,142.32 is based on the total current spend data of $120,142.44 against the current contract for the past three years. The estimated term spend is $495,000.00. Based on current spend data of $120,142.44 against the current contract, there are no additional funds requested as the current contract price limitation can support an additional one-year extension.

FIRST AMENDMENT TO THE CONTRACT
BETWEEN FIRSTLIGHT FIBER, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR CLOUD INTERCONNECT PROVIDER SERVICES
CONTRACT # 8002758

This First Amendment (hereinafter referred to as the "Amendment"), dated this 16 day of August, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and FirstLight Fiber, Inc. (hereinafter referred to as "the Contractor") for cloud interconnect provider services.

WHEREAS, pursuant to an agreement effective October 19, 2020 set to expire September 30, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain cloud interconnect provider services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

   1.7 September 30, 2024

2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on October 19, 2020, shall remain in full force and effect.

Contractor Initials: ML
Date: 8/16/2023

FirstLight Fiber, Inc.

By: Matt Jancovic

Matt Jancovic
(Print Name)

Title: CRO

Date: 8/16/2023

STATE OF NEW HAMPSHIRE

By: [signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8/31/23

OFFICE OF THE ATTORNEY GENERAL

By: [signature]

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 9/12/23

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: MJ
Date: 8/16/2023

Duncan A. Edge

Attorney

4/12/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FIRSTLIGHT FIBER, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 21, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **673181**

Certificate Number: **0006289172**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of July A.D. 2023.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 96C7E567-29B1-417B-829A-7813095E01F8

FirstLight

The First Choice for Fiber Optic Data, Internet, Colocation & Voice

OFFICER'S CERTIFICATE OF AUTHORITY

I, Bruce Skellie, Chief Accounting Officer & Treasurer, FirstLight Fiber, Inc. a Delaware Corporation and each of its subsidiaries ("FirstLight"), hereby certify that under the Delegation of Authority governance rules for FirstLight, Matthew Jancovic, Chief Revenue Officer, authorized to execute contractual documents for the provision of Contract# 8002758 Cloud Interconnect Provider Services, by FirstLight to the State of New Hampshire.

WHEREOF, I hereunto affix my signature this 20th day of July 2023.

DocuSigned by:

B18C080A3D1485...

Bruce Skellie, Chief Accounting Officer & Treasurer

Corporate Seal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/20/2023

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 have ADDITIONAL INSURED provisions or 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
UNITEL
1128 Lincoln Mall
Suite 200
Lincoln NE 68508

CONTACT NAME: Tracy Alexander
PHONE (A/C, No, Ext): (402) 434-7200 FAX (A/C, No): (402) 434-7272
E-MAIL ADDRESS: tabbott@unitelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Western	10804
INSURER B: Acadia Insurance Company	31325
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
FirstLight Fiber, Inc.
41 State St., Ste 1001
Albany NY 12207

COVERAGES CERTIFICATE NUMBER: 22/23 ALL LINES REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPA3282165	12/15/2022	12/15/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CPA3282165	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CPA3282165	12/15/2022	12/15/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA3280322	08/12/2022	08/12/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire, Department of Administrative Services
25 Capitol Street, Room 102
Concord NY 03301

CANCELLATION

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

Ryan Kerley

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2023

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.

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PRODUCER	CONTACT NAME: Tracy Alexander	
UNITEL 1128 Lincoln Mall Suite 200 Lincoln NE 68508	PHONE (A/C, No, Ext): (402) 434-7200	FAX (A/C, No): (402) 434-7272
	E-MAIL ADDRESS: tabbott@unitelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Acadia Insurance Company	31325
INSURED FirstLight Fiber, Inc. 41 State St., Ste 1001 Albany NY 12207	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23/24 WORK COMP **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCA3280322	08/12/2023	11/01/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire Department of Administrative Services
Division of Procurement & Supp
25 Capitol Street
Concord NH 03301

CANCELLATION

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

Ryan Kelley

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STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: October 16, 2020

CONTRACT #: 8002758 **NIGP CODE:** 206

CONTRACT FOR: Cloud Interconnect Provider Services

CONTRACTOR: FirstLight Fiber, Inc. **VENDOR CODE #:** 302277

SUBMITTED FOR ACCEPTANCE BY:

Jeff Haley

JEFFREY A. HALEY, PURCHASING AGENT DATE 10/16/2020
BUREAU OF PURCHASE AND PROPERTY

****

RECOMMENDED FOR ACCEPTANCE BY:

Paul G. Rhodes

PAUL RHODES, ADMINISTRATOR III DATE 10/16/2020
BUREAU OF PURCHASE AND PROPERTY

****

APPROVED FOR ACCEPTANCE BY:

Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Department of Administrative Svs, ou=Division of Procurement & Support Svs, email=Gary.Lunetta@doa.nh.gov, c=US
Date: 2020.10.16 11:14:27 -04'00'

GARY S. LUNETTA, DIRECTOR DATE _____
DIVISION OF PROCUREMENT & SUPPORT SERVICES

****

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 10-19-20
DEPARTMENT OF ADMINISTRATIVE SERVICES

****

Form Revised 8/23/2019 LMR

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

Denis Goulet
Commissioner

October 16, 2020

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with FirstLight Fiber, Inc., as described below and referenced as DoIT No. 2021-015.

> FirstLight Fiber, Inc., will provide Cloud Interconnect services to "aggregate" connectivity to multiple Cloud providers, providing the State agencies a high performance and quickly scalable solution for both virtual and direct connections to cloud partners.
>
> This is a statewide contract with a total price limitation of $495,000 and shall become effective upon the execution by Commissioner Arlinghaus through September 30, 2023.

A copy of this letter should accompany the Department of Administrative Services' contract documentation through the approval process.

Sincerely,

Denis Goulet

DG/ik
DoIT #2021-015

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name FirstLight Fiber Inc. VC 302277		1.4 Contractor Address 359 Corporate Drive, Portsmouth NH, 03801	
1.5 Contractor Phone Number 603-845-5018	1.6 Account Number Various	1.7 Completion Date September 30, 2023	1.8 Price Limitation $495,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Date: 9/25/20		1.12 Name and Title of Contractor Signatory Matthew Jancovic, Chief Revenue Officer	
1.13 State Agency Signature Date: 10/19/20		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MJ
Date 9/25/20

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor 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.

Contractor Initials MY
Date 9/23/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement..

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

Contractor Initials _____
Date 9/25/20

this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials NG
Date 9/25/20

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials MK
Date 9/23/20

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

FirstLight Fiber, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Cloud Interconnect Provider Services in accordance with the bid submission in response to State Request for Bid #2318-21 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2318-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2318-21."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall provide Cloud Interconnect services to "aggregate" connectivity to multiple Cloud providers, providing the State agencies a high performance and quickly scalable solution for both virtual and direct connections to cloud partners. Contractor shall act as an extension of the State network and shall comply with all State network connectivity and data center standards and policies.

The State operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State locations outside of the Concord, NH main facility connect via multiple wide-area networks using various technologies including Carrier Ethernet Services, Microwave Wireless and VPN Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and

Contractor Initials MV
Date 9/25/20

centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core network location in Concord, NH to facilitate access to e-mail, the Internet, and the State's financial applications.

For Internet Services the State has purchased thru ARIN its own External IP Address Range and Autonomous System Number. The State advertises External IP Space and Autonomous System Number to two different Internet Service Providers to provide failover in the event of a single ISP network failure. Consolidated Communications is currently the State's primary provider.

REQUIREMENTS

Security	
	Traffic encryption
	Distributed Denial of Service Mitigation
	Private Connectivity
	Compliant with the following standards: NIST 800-53, ISO 27001, PCI-DSS, and HIPAA, CJIS, FedRamp
Redundancy	
	Dual, diverse paths from the Contractor's point of presence
Performance	
	Minimum of 99.99% uptime
	Credit for unavailability of service below uptime SLA, latency issues, packet delivery
	If Contractor recommends placing edge devices in one of their geographically key located Data Centers to improve the speed/performance of their circuit(s) Contractor will need to provide receipt of equipment recommended, power/ping, rack/stack, private/secure rack space, and physical rebooting of equipment if this option is needed. State to provide equipment to be placed in rack.
	Ability to increase bandwidth and provision ports within 10 business days
	Circuits must have less than 120 milliseconds of roundtrip latency at all times

Contractor Initials MK
Date 9/25/20

Connections	
	Capability to support hybrid Cloud architectures
	Existing connectivity with Cloud and IT Services such as: Google, AWS, Azure, BOX, Oracle, and Salesforce
	Assistance brokering circuit connection between State of New Hampshire's Primary Data Center located in Concord, NH and location of Contractor's Data Center location
	Capability to broker meetings and conversations with existing service providers on our behalf
	Willingness to work with State of New Hampshire to provide connection to Cloud Providers that Contractor currently doesn't possess
	Ability to connect to Azure ExpressRoute, direct connect to AWS, Oracle FastConnect
	Software defined network provisioning to providers via portal
	Connection types/design will be determined by application and can be either layer 2/layer 3 logical connection(s)
	Unlimited port availability
	1GB and 10GB connections, with ability to aggregate multiple connections for additional capacity
	The logical circuits provisioned by application should be able to be "tuned" to any speed based on the need of the application
	Provide IP Address management as required
Portal Access	
	Provide web portal to build, maintain and monitor connections
	Support of Multi Factor Authentication
	Ability to provide alerts
	Ability to report on usage, packet loss, and performance of connections
	24x7x365 Access
	Automated provisioning providing scalability to increase bandwidth as needed on demand

Contractor Initials MK
Date 7/25/20

Support	
	24x7x365 Help Desk Support
	Ability to call in or email a trouble ticket
	Alerts when services are degraded
	Escalation Support (24x7x365): Priority One: Service is unavailable Response time: 15 minutes Resolution time goal: 1 hour (worked on 24x7) Status Updates every hour Priority Two: Service performance is seriously degraded Response time: 30 minutes Resolution time goal: 2 hours (worked on 24x7) Status Updates every hour Priority Three: Service performance is slightly degraded Response time: 24 hours Resolution time goal: 24 hours Worked on during standard day business hours Status updates every 4 hours Incident Report within 5 business days of incident
	The service must be provided so that routine maintenance procedures, troubleshooting, loading hardware and software revisions, patches, etc., may be performed without disrupting State of New Hampshire Services
	Initial training on use of tools and connectivity configuration to cloud providers
	Online documentation and videos providing step-by-step guide to building and maintaining connections and use of customer portal

KEY PERSONNEL

Contractor must provide the following key personnel:

- Account Representative
- Project Manager – For initial implementation

Contractor Initials MK
Date 9/25/20

- Senior Technical Engineer – For initial implementation

PROJECT MANAGEMENT

The Contractor shall assign an Implementation Resource or Project Manager, to work with State of New Hampshire Project Manager, during the testing and implementation phases utilizing the following structure:

a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
b. **Kickoff Meeting**: Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
c. **Weekly Status**: Participants will include the State and Contractor's Project Team and major stakeholders. This meeting is to insure up-to-date project status as well as catch any issues before they advance.
d. **The Work Plan**: Must be reviewed at least weekly and updated
e. **Special Meetings**: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

SENIOR TECHNICAL ENGINEER

The Contractor shall assign a Senior Technical Engineer, to work with State of New Hampshire Technical Resources, during the design, configuration, testing and implementation of one cloud partner circuit of the State of New Hampshire's choice:

a. Assist the State and the Project Managers to establish the detailed Work Plan
b. Assist the State's technical resources with implementation of required system components
c. Assist the State's technical resources assigned to the Project with design and configuration of the selected cloud partner circuit
d. Provide the State's technical resources with knowledge transfer of build and configuration of the selected cloud partner circuit
e. Assist the State's technical resources with the testing of the selected cloud partner circuit
f. Assist the State's technical resources with performance and Acceptance Tests of the selected cloud partner circuit
g. Assist the State's technical resources with troubleshooting issues with the selected cloud partner circuit
h. Assist the State's technical resources with the implementation of the selected cloud partner circuit

IMPLEMENTATION, TESTING, AND ACCEPTANCE

Contractor Senior Technical Engineer shall work with State of New Hampshire Technical Engineer to determine installation of any required equipment, software, and to build, configure, test, and provision first connection to a State of New Hampshire cloud which will be to the AWS Gov Cloud location at Ashburn, VA. Remote services to assist in implementation are acceptable, would prefer on-site.

WORK PLAN

Contractor will provide the State of New Hampshire with a work plan outlining the high-level tasks to accomplish implementing this statement of work including provisioning the State of New Hampshire's

Contractor Initials MP
Date 9/25/20

first cloud provider connection.

Additional Requirements:
Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

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

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

Contractor Initials KYK
Date 9/25/20

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all Cloud Interconnect Provider services strictly pursuant to, and in conformity with, the specifications described in State RFB #2318-21, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials MA
Date 9/25/20

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide Cloud Interconnect Provider services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $675,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

ITEM	RATE	FREQUENCY	Data Center or Location or Region
Physical Circuits:			
1 GB	$1,616.30	Monthly	27 Hazen/33 Hazen/110 Smokey/12Hills/455 Fruit/ 50 Storrs
2 GB	$1,775.90		
3 GB	$1,953.70		
4 GB	$2,149.00		
5 GB	$2,363.90		
6 GB	$2,600.50		
7 GB	$2,860.20		
8 GB	$3,146.50		
9 GB	$3,460.80		
10 GB	$3,807.30		

OTHER SIZES/RATES AVAILABLE

Bandwidth	Physical Circuit	Virtual Cross Connect (VXC) (Bandwidth option must be supported by Cloud Provider)
50 Mbps	$520.10	$179.20
60Mbps	$567.00	$180.60
70 Mbps	$614.60	$181.30
80 Mbps	$661.50	$182.00

Contractor Initials MY
Date 9/25/20

90 Mbps	$709.10	$182.70
100 Mbps	$756.00	$184.10
150 Mbps	$921.20	$188.30
200 Mbps	$1,087.10	$192.50
250 Mbps	$1,185.80	$196.70
300 Mbps	$1,285.20	$201.60
350 Mbps	$1,332.80	$205.80
400 Mbps	$1,379.70	$210.00
450 Mbps	$1,415.40	$214.20
500 Mbps	$1,450.40	$219.10
550 Mbps	$1,469.30	$223.30
600 Mbps	$1,488.20	$227.50
650 Mbps	$1,507.10	$231.70
700 Mbps	$1,526.00	$236.60
750 Mbps	$1,542.80	$240.80
800 Mbps	$1,559.60	$245.00
850 Mbps	$1,573.60	$249.20
900 Mbps	$1,587.60	$254.10
950 Mbps	$1,601.60	$258.30
1 Gbps	$1,616.30	$262.50
2 Gbps	$1,775.90	$525.00
3Gbps	$1,953.70	$612.50
4 Gbps	$2,149.00	$700.00
5 Gbps	$2,363.90	$787.50
6 Gbps	$2,600.50	$875.00
7 Gbps	$2,860.20	$962.50
8 Gbps	$3,146.50	$1,050.00
9 Gbps	$3,460.80	$1,137.50
10 Gbps	$3,807.30	$1,225.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days, or as otherwise specified in the SOW. The quoted rates shall not exceed the rates established under this contract.

4. INVOICE

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

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

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

Contractor Initials MK
Date 9/25/20

5. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

Contractor Initials MY
Date 9/25/20

EXHIBIT D

RFB #2318-21 is incorporated here within.

Contractor Initials KW
Date 6/23/20

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/10/2020

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 have ADDITIONAL INSURED provisions or 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
Cross Insurance-Portland
2331 Congress Street
Portland ME 04102

CONTACT NAME: Amanda Harding
PHONE (A/C, No, Ext): (207) 780-1677 FAX (A/C, No): (207) 780-6377
E-MAIL ADDRESS: aharding@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Ins Co	20303
INSURER B: Federal Ins Co	20281
INSURER C: Travelers Indemnity Company of Connecticut	
INSURER D: Beazley Insurance Co., Inc.	37540
INSURER E:	
INSURER F:	

INSURED
FirstLight Fiber, Inc.
41 State St
Albany NY 12207

COVERAGES CERTIFICATE NUMBER: 20-21 Master REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		36052323	08/12/2020	08/12/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73602544	08/12/2020	08/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			78187721	08/12/2020	08/12/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1P099851	08/12/2020	08/12/2021	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Errors & Omissions			V267B5190101	03/31/2020	03/31/2021	Each Claim	$10,000,000

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

Certificate Holder is an Additional Insured under the General Liability with respect to ongoing work performed for them by the Named Insured when required by executed contract.

CERTIFICATE HOLDER

State of New Hampshire, Admin Services Purchasing Agent
Bureau of Purchase & Property
25 Capitol Street, Room 102
Concord NH 03301

CANCELLATION

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

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FirstLight

The First Choice for Fiber Optic Data, Internet, Colocation & Voice

OFFICER'S CERTIFICATE OF AUTHORITY

I, Bruce Skellie, Chief Accounting Officer & Treasurer, FirstLight Fiber, Inc, a Delaware Corporation and each of its subsidiaries ("FirstLight"), hereby certify that under the Delegation of Authority governance rules for FirstLight, Matthew Jancovic, Chief Revenue Officer, authorized to execute contractual documents for the provision of Cloud Interconnect Provider Services, by FirstLight to the State of New Hampshire.

WHEREOF, I hereunto affix my signature this 23rd day of September 2020.

Bruce Skellie, Chief Accounting Officer & Treasurer

Corporate Seal

From: Tony Salamanca
To: Roy, Claudia
Cc: John Radigan
Subject: Re: Contract 8002758
Date: Monday, June 19, 2023 1:26:37 PM

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

+John Radigan, the Account Manager for the State of NH.

Again, yes, we would.

Regards,

Tony Salamanca
Sr. Director of Sales, SLED
FirstLight Fiber
(603) 845-5018

From: Tony Salamanca <asalamanca@firstlight.net>
Date: Monday, June 19, 2023 at 1:25 PM
To: Roy, Claudia <Claudia.I.Roy@das.nh.gov>
Subject: Re: Contract 8002758

Hi Claudia,

Yes, we would.

Regards,

Tony Salamanca
Sr. Director of Sales, SLED
FirstLight Fiber
(603) 845-5018

From: Roy, Claudia <Claudia.I.Roy@das.nh.gov>
Date: Friday, June 16, 2023 at 2:55 PM
To: Tony Salamanca <asalamanca@firstlight.net>
Subject: Contract 8002758

Good afternoon Tony,

I am beginning to look at this contract's upcoming expiration date. I am required to send out a Request for Information to the public prior to executing an extension option that is included in your current contract. Before I send the RFI, would your company be willing to sign on for an additional year under this contract under the same terms, pricing, and conditions?

Claudia Roy
Senior Purchasing Agent

State of New Hampshire
Department of Administrative Services
Division of Procurement & Support Services
25 Capitol Street,
Concord, NH 03301
Email: Claudia.J.Roy@DAS.NH.gov
Phone: (603) 271-2202