



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

116

max

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 30, 2024

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 amend an existing **Sole Source** contract (Contract #8003375) with FirstLight Fiber, Inc. (VC#302277), Albany, NY, by increasing the price limitation by \$1,514,970.75 from \$228,459.00 to \$1,743,429.75 with no change to the contract completion date for dark fiber services effective upon approval of the Governor and Executive Council through June 30, 2029. The original contract was approved by the Commissioner of the Department of Administrative Services on May 22, 2024.

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

The reason that this contract amendment is **sole source** is that requested price limitation increase exceeds 10% of the original price limitation amount.

This amendment will allow the Department of Information Technology (DoIT) to leverage FirstLight Fiber, Inc.'s colocation services as an immediate and critical solution to address the capacity limitations of the State's current datacenter. Additionally, FirstLight Fiber, Inc. will play a pivotal role in DoIT's strategic plan to migrate workloads to the cloud, given their dual capabilities in cloud aggregation and colocation, which no other provider can match within the State's existing fiber network constraints. The datacenter has reached maximum capacity of its space, cooling capabilities, and power. Furthermore, 65% of the equipment is at end-of-life and must be refreshed which cannot be accomplished in the current datacenter.

FirstLight Fiber, Inc. offers colocation services within the 47-mile distance limitation of the State's current fiber network, making them the only feasible option. Utilizing their colocation services provides several immediate benefits:

1. **Immediate Relief of Datacenter Constraints:** FirstLight Fiber, Inc.'s colocation facilities will allow DoIT to offload existing or new hardware, alleviating the strain on our in-house datacenter. This ensures continued provisioning, upgrades, and optimal infrastructure performance.

2. **Seamless Integration with Cloud Strategy:** The State's future technology roadmap includes a strategic migration to cloud providers. FirstLight Fiber, Inc.'s role as a cloud aggregator is critical to this plan, as they offer direct connections to multiple cloud providers, simplifying the State's hybrid and multi-cloud strategies. Using their colocation facility positions the State for a smooth transition to cloud environments, improving scalability and cost management.
3. **Minimal Disruption and Cost Efficiency:** FirstLight Fiber, Inc. is the only vendor within the current 47-mile distance limitation the State's fiber infrastructure that provides both colocation and cloud aggregation services. Transitioning to an alternative provider would require significant investment in new long-distance fiber network equipment, leading to disruption, delays, and substantial additional costs. Staying with FirstLight Fiber, Inc. minimizes risk and avoids unnecessary capital expenditures.
4. **Futureproofing the State's IT Infrastructure: Leveraging FirstLight Fiber, Inc.** for colocation now provides an incremental, scalable approach. It allows the DoIT to address immediate datacenter constraints while preparing for future cloud migration in a way that is cost-effective and operationally sound.

FirstLight Fiber, Inc. is the only viable provider that meets both the distance constraints and service needs for colocation and cloud aggregation. The requested amendment will provide the immediate relief needed to continue expanding the State's infrastructure, while also positioning the State for future cloud integration. This strategy avoids costly alternatives and keeps the State aligned with long-term technology goals.

| Contract Financials | |
|-------------------------------|----------------|
| Current spend limitation | \$228,459.00 |
| Cost of this Amendment | \$1,166,284.80 |
| Balance of product line (25%) | \$348,685.95 |
| New spend limitation | \$1,743,429.75 |

Based on the foregoing, I am respectfully requesting approval of the **sole source** amendment to Contract 8003375 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

October 8, 2024

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. 2024-083A.

The purpose of this request is to provide colocation services as an immediate and critical solution to address the capacity limitations of the State's current datacenter.

The Total Price Limitation shall increase by \$1,514,970.75 for a New Total Price Limitation of \$1,743,429.75 effective upon Governor and Council approval through June 30, 2029.

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 #2024-083A

cc: Cindy Dotlich, IT Manager



FIRST AMENDMENT TO THE CONTRACT BETWEEN
FIRSTLIGHT FIBER, INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR DARK FIBER SERVICES
CONTRACT # 8003375

This First Amendment (hereinafter referred to as the "Amendment"), dated this 7th day of October 2024, 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 dark fiber services.

WHEREAS, pursuant to an agreement effective July 1, 2024, and set to expire June 30, 2029, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain dark fiber services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 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 1.8 Price Limitation and substitute the following:

\$1,743,429.75.

| Contract Financials | |
|-------------------------------|----------------|
| Current spend limitation | \$228,459.00 |
| Cost of this Amendment | \$1,166,284.80 |
| Balance of product line (25%) | \$348,685.95 |
| New spend limitation | \$1,743,429.75 |

- 2. Amend Exhibit B, Scope of Work, the following terms for the period November 1, 2024, through June 30, 2029:

The Contractor shall provide data center colocation services and cloud aggregation services as needed by the State of New Hampshire.

- 3. Amend Exhibit C, 1. Contract Price: Change to the following: \$1,743,429.75.
- 4. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on May 22, 2024, shall remain in full force and effect.

Contractor Initials: DS
U

Date: 10/07/2024

FIRSTLIGHT FIBER, INC.

DocuSigned by:
By: Lorenzo Leuzzi
ED48D3A8CFEE447...
Lorenzo Leuzzi
(Print Name)

Title: CRO

Date: 10/7/2024

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 10-10-24

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar
Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: October 14, 2024

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

Signed: _____
(Print Name)

Title: _____

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: 0006659022



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

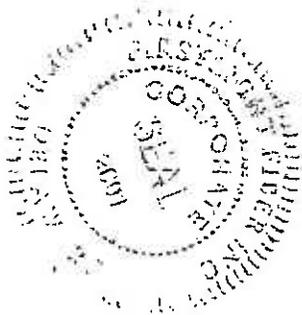
David M. Scanlan
Secretary of State



OFFICER'S CERTIFICATE OF AUTHORITY

I, Peter Zarrella, Chief Financial Officer, FirstLight Fiber, Inc, a Delaware Corporation and each of its subsidiaries ("FirstLight"), hereby certify that under the Delegation of Authority governance rules for FirstLight, Lorenzo Leuzzi, Chief Revenue Officer, is authorized to execute contractual documents on behalf of FirstLight for the provision of State of New Hampshire Contract# 8003375 including any amendments thereto.

WHEREOF, I hereunto affix my signature this 4th day of October 2024.



Corporate Seal

Peter Zarrella
Peter Zarrella, Chief Financial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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 |
| INSURED FirstLight Fiber, Inc. 41 State St Ste 1001 Albany NY 12207 | INSURER A: Continental Western INSURER B: Acadia Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 10804 31325 |

COVERAGES **CERTIFICATE NUMBER:** 23/24 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 | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | RUP3298936 | 11/01/2023 | 11/01/2024 | 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | RUP3298936 | 11/01/2023 | 11/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | RUP3298936 | 11/01/2023 | 11/01/2024 | 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) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WCA3280322 | 11/01/2023 | 11/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
 State of New Hampshire and Cisco Systems, Inc. are named as Additional Insured on a primary and non-contributory basis with respect to General Liability, Auto Liability and Umbrella Liability when required by written contract. 30 day notice of cancellation applies.

| | |
|--|---|
| CERTIFICATE HOLDER State of New Hampshire 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  |

© 1988-2015 ACORD CORPORATION. All rights reserved.



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

May 21, 2024

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with FirstLight Fiber, Inc. (VC#302277), Albany, NY, in the amount of \$228,459.00 to continue dark fiber services and maintenance of State office locations and segments of fiber, with the option to renew for up to an additional two year period effective upon the Commissioner of the Department of Administrative Services approval for the period of July 1, 2024, through June 30, 2029.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2835-24 and RFB 2880-24 seeking response for dark fiber service and maintenance covering all active segments statewide. Both RFB's reached 20 vendors through the NIGP electronic sourcing platform and direct sourcing. There were 2 compliant responses received. FirstLight Fiber, Inc. provided a compliant response and low cost for RFB 2835-24 in total, and Consolidated Communications provided a compliant response and low cost for RFB 2880-24 in total. The contracts for dark fiber services are intended to be multi-award to establish redundancies in the event of system breakdown or failure.

Upon approval, this contract with FirstLight Fiber, Inc. will allow for continued services and maintenance of State office locations and segments of fiber. These services are an integral part of agencies' ability to properly equip active State agencies on the fiber loop. Not providing this service to State agencies would lead to lower levels of internet performance and an increased risk to our network security.

The estimated term spend of \$228,459.00 represents fixed pricing for a five-year contract term. The unit prices offered in the response from the incumbent contractor FirstLight Fiber, Inc. remain unchanged from the current contracted rates with the exception of 27 Hazen Drive and

the addition of three new locations. 27 Hazen Drive saw an increase in pricing from \$46.04 to \$111.14 per strand due to an increase in strands. Is it important to note that these prices show an approximate cost avoidance of 46% when compared to Consolidated Communications for these locations.

| Contract financials | |
|------------------------------|--------------|
| Estimated annual spend | \$45,691.80 |
| Recommended price limitation | \$228,459.00 |

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

Respectfully submitted,


Gary S. Lunetta
Director Division of Procurement &
Support Services

NONCONFIDENTIAL



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

| | | | |
|-----------------|--------------------------------|--------------|----------------------|
| Bid Description | Dark Fiber Facilities Services | Agency | Dolt |
| RFB# | 2835-24 | Requisition# | NA |
| Agent Name | Claudia Roy | Bid Closing | 11/21/2023 @ 9:00 am |

Indicates Award:

| CABLE SEGMENT | FROM | TO | ESTIMATED FIBER STRAND COUNT | First Light Fiber, Inc. | | Consolidated | | Expiring Contract | |
|------------------|----------------------|----------------------------------|------------------------------|-------------------------------------|------------------------------|--------------------------------|------------------------------|-------------------------------|------------------------------|
| | | | | LEASED FIBER PRICE PER STRAND | LEASED FIBER PRICE PER MONTH | LEASED FIBER PRICE PER STRAND | LEASED FIBER PRICE PER MONTH | LEASED FIBER PRICE PER STRAND | LEASED FIBER PRICE PER MONTH |
| 1 | 45 S FRUIT STREET | CABLE VAULT MANCHESTER STREET | 12 | \$54.45 | \$653.40 | \$183.33 | \$2,200.00 | \$54.45 | \$653.40 |
| 2 | 45 S FRUIT STREET | GRAPHIC SERVICES 12 HILLS AVENUE | 4 | \$39.60 | \$158.40 | \$37.50 | \$150.00 | \$39.60 | \$158.40 |
| 3 | 45 S FRUIT STREET | NH LIQUOR 50 STORRS STREET | 4 | \$39.60 | \$158.40 | \$40.00 | \$160.00 | \$39.60 | \$158.40 |
| 4 | 45 S FRUIT STREET | DOC 64 S STREET | 4 | \$22.28 | \$89.10 | \$75.00 | \$300.00 | \$22.28 | \$89.10 |
| 5 | 45 S FRUIT STREET | DOC NORTH STATE STREET | 6 | \$69.30 | \$415.80 | \$166.67 | \$1,000.00 | \$69.30 | \$415.80 |
| 6 | 110 SMOKEY BEAR BLVD | DOT 27 HAZEN DRIVE | 10 | \$111.14 | \$1,111.35 | \$250.00 | \$2,500.00 | \$46.04 | \$460.35 |
| 7 | 45 S FRUIT STREET | SOBH 1 GRANITE PLACE So. Tower | 4 | \$69.30 | \$277.20 | \$87.50 | \$350.00 | N/A | N/A |
| 8 | 45 S FRUIT STREET | NHED 25 Hall Street | 4 | \$67.50 | \$270.00 | \$37.50 | \$150.00 | N/A | N/A |
| 9 | 45 S FRUIT STREET | NHCPW 42 PERIMETER RD | 4 | \$168.50 | \$674.00 | \$75.00 | \$300.00 | N/A | N/A |
| Sub Total | | | | | \$3,807.65 | | \$7,110.00 | | \$1,935.45 |
| | | | | Estimated term spend | \$228,459.00 | Expiring contract term | | \$116,127.00 | |
| | | | | Recommended price limitation | \$228,459.00 | Cost increase | | \$112,332.00 | |
| | | | | | | Delta: new vs. expiring | | 97% | |

| Recommendation Summary | |
|---|--------------|
| Statewide Contract or Amendment | Statewide |
| Term of Contract | 5 |
| Price Limitation | \$228,459.00 |
| Number of Solicitations Received | 2 |
| Number of Sourced bidders | 3 |
| Number of NIGP Vendors Sourced | 17 |
| Number of non-responsive bidders | 18 |
| P-37 Checklist Complete | Yes |
| D&B Report Attached | NA |
| Method of Payment (P-card/ACH) | Both |
| FOB Delivered | Yes |
| Expiring Contract Price Limitation | \$116,127.00 |
| Total Cost Savings (\$/%) | 97% |
| Special Notes: The price increase is due to new locations (1 Granite Place, 25 Hall Street, 42 Perimeter Road) and increased fiber count at 27 Hazen Drive. There is a cost avoidance of 46% when compared to | |



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

April 1, 2024

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 with FirstLight Fiber, Inc., as described below and referenced as DoIT No. 2024-083.

The purpose of this request is to provide continued support and services for the DoIT to support the strategic business objectives of State agencies: to create and sustain a secure and reliable information technology environment; and to ensure careful and responsible management of the State's information technology resources.

The Total Price Limitation shall be \$228,459.00 effective upon Governor and Council approval for the period of July 1, 2024 through June 30, 2029.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2024-083

cc: Rebecca Bolton, IT Manager

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 Bureau of Purchase and Property | | 1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301 | |
| 1.3 Contractor Name FirstLight Fiber, Inc. | | 1.4 Contractor Address 41 State Street Albany, NY 12207 | |
| 1.5 Contractor Phone Number 802-238-6365 | 1.6 Account Unit and Class Various | 1.7 Completion Date June 30, 2029 | 1.8 Price Limitation \$228,459.00 |
| 1.9 Contracting Officer for State Agency Jonah Rosa, Senior Purchasing Agent | | 1.10 State Agency Telephone Number 603-271-2550 | |
| 1.11 Contractor Signature DocuSigned by:  Date: 4/25/2024 | | 1.12 Name and Title of Contractor Signatory Patrick Dolan - SVP Business Development | |
| 1.13 State Agency Signature  Date: 5/22/24 | | 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 DS
PD

Date 4/25/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials DS
PD

Date 4/25/2024

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor; its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

Contractor Initials PD

Date 4/25/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 DS
PD

Date 4/25/2024

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials PD

Date 4/25/2024

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 Dark Fiber Services in accordance with the bid submission in response to State Request for Bid #2835-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2835-24
- EXHIBIT E Contractor's Bid Response

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), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2835-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence July 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of approximately five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions, and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Contractor shall be responsible for all services, facility configuration, development, and implementation of fiber. The Contractor shall provide overall support and coordination, interfacing/integrating with State equipment, testing, and support.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

Cooperation with Incumbent: The Contractor shall fully cooperate with incumbent and future Contractor for the replacement of services at the initiation and termination of contract to ensure service transfer with a minimum interruption of service.

Interfacing with Other Contractors: During and after installation, Contractors shall contact alternate State Contractors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Contractors shall attend any meetings called by the State to resolve such conflicts without additional charges being imposed on the State.

Maintenance/Service Hours: Contractor shall repair support/ service restoration 24 hours per day, 7 days per week, 52 weeks per year. Reports shall be accepted via a toll-free Contractor supplied number and e-mail reporting. Any call to the Contractor shall be returned within 15 minutes of initial request. Contractor shall pursue a solution to service issues within two (2) hours of request. Failure issues not resolved within four (4) hours of request shall become

critical to the State and require continued work to satisfy maintenance issues under Emergency Maintenance requirements. Contractor shall NOT limit daily work to eight (8) hours per day when addressing maintenance issues, requiring the Contractor to continue work beyond business hours until circuit connectivity is restored.

Routine Maintenance Requirements: The Contractor shall provide routine maintenance for those services designated by the State as routine maintenance services. Such services shall include, but are not limited to broken cable lashing, unprotected riser, or any physical insulation or support structure not placing cable in immediate jeopardy. Any routine maintenance may be escalated to Emergency Maintenance at any time requested by the State.

Installation Details: The Contractor shall provide information identifying installations in agreed upon state required table formats. Tables shall contain physical cable lay, aerial and underground pathways, terminating points, terminating equipment, cable manufacturer and part number, and any other information required to locate, troubleshoot or replace fiber. Details shall be provided within thirty (30) days of complete installation of cable.

Post Implementation Review: The State shall be allowed thirty (30) days after Contractor installation to review and accept complete installation to ensure performance within the specification defined within this document.

Test Plans: The Contractor shall provide complete test plans defining how the Contractor will test fiber installations and provide written documentation on the test results for each fiber strand. The Contractor is solely responsible to troubleshoot cable problems. The State's final test will deem the final acceptance of service.

Service Access Levels: Service access will be provided and guaranteed at 99.99% or better availability (24hrs/day by 7days/week), at the throughput rate provisioned, through the end of this contract. Service access is defined as all services that are provided by the Contractor which are, directly or indirectly, related to the connectivity to the State Agency's network router from the Contractor at the availability and throughput defined above.

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 thirty (30) day time period. If a service becomes intermittent in connection or transport, and repeatedly fails, 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.

Service Interface: Contractor shall provide fiber to the doorstep utilizing standard connectivity as is currently available from the incumbent contractor for all locations. Contractor shall utilize standard policy UPC fusion splice with LC duplex connector pigtailed and appropriate LIU where required (unless otherwise approved by the State)

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from work such employees as 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.

Premise Access: Contractor will be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. Contractor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Contractor is highly encouraged to perform all installation and maintenance during normal State working hours.

Confidential Information: The 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 of the State.

ENDPOINT LOCATIONS AND PATHWAYS:

The Contractor shall provide dark fiber facilities within the city of Concord. The Contractor shall include all facilities and equipment necessary to install terminated fiber strands of dark fiber connecting each location noted below.

| CABLE SEGMENT | FROM | TO | ESTIMATED CABLE DISTANCE IN KM/MILE | REQUIRED FIBER STRAND COUNT |
|---------------|----------------------|----------------------------------|-------------------------------------|-----------------------------|
| 1 | 45 S. FRUIT STREET | CABLE VAULT MANCHESTER STREET | 3.06/2.2 | 12 |
| 2 | 45 S. FRUIT STREET | GRAPHIC SERVICES-12 HILLS AVENUE | 2.6/1.6 | 4 |
| 3 | 45 S. FRUIT STREET | NH LIQUOR 50 STORRS STREET | 2.6/1.6 | 4 |
| 4 | 45 S. FRUIT STREET | DOC 64 S STREET | 1.5/0.9 | 4 |
| 5 | 45 S. FRUIT STREET | DOC NORTH STATE STREET | 4.5/2.8 | 6 |
| 6 | 110 SMOKEY BEAR BLVD | DOIT 27 HAZEN DRIVE | 5.8/3.6 | 10 |
| 7 | 33 CAPITOL STREET | SoNH 1 GRANITE PLACE So. Tower | 4.8/3 | 4 |
| 8 | 45 S. FRUIT STREET | NHED 25 Hall Street | 4.18/2.6 | 4 |
| 9 | 45 S. FRUIT STREET | NHCFW 42 PERIMETER RD | 5.8/3.6 | 4 |

Cable Path: The State will not define fiber pathways. Contractor shall provide a graphic map (AutoCAD and PDF formats) identifying each proposed pathway and distance for review and acceptance by the State. It is the responsibility of the Contractor to obtain required permits and access to utility poles or conduit. The Contractor shall be responsible for all cable pathways, obtaining required rights-of-way, utility make ready, conduit, conduit installation, cable provisioning, all related equipment and installation logistics.

State Conduit: Contractor may install cable in any available state-owned conduit, not exceeding 70% conduit fill capacity after Contractor installation. Contractor shall be responsible to install conduit to access vaults containing state conduit. The Contractor may use installed conduit pull-string, but shall replace said pull string, resulting in an unused available pull string after Contractor cable installation.

Private Conduit: All conduits other than that described above are privately owned. Contractor shall make arrangements with private parties to obtain access as necessary to install fiber.

Ownership: The Contractor shall be responsible to obtain and maintain pathways, conduit, permits, pole access, fiber cable, inner-duct, vaults, and any item related to the project. Contractor permits shall include licensing by the City of Concord through the Poles and Wires Committee of Community Development. The service shall be provided in a turnkey fashion, with the Contractor responsible to provide insurance, place conduit, manage make ready proposals; provide traffic details or any other installation or maintenance items. The service shall include the relocation of poles, fiber, or other service items for any reason including street or highway expansion and relocation throughout the duration of any resulting contract.

Contractor shall retain ownership of all Contractor-supplied cable and equipment throughout the term of any resulting contract.

Fiber Utilization: The State shall retain the right to utilize dedicated fiber as it sees fit. The Contractor shall at no time dictate use or limit fiber operation.

Termination Equipment: The Contractor shall install fiber between each location. Termination shall include building penetration with cable extended to existing computer rooms and demarc(s). Existing building pathways shall be used. Contractor shall install rack-mounted Optical Line Interface Units (OLIU) terminating into SC (or current connector type noted at location) connectors. Contractor shall identify type of connector at each end for review and modification or acceptance by the State.

Penetrations: Vault and building penetrations shall be watertight. Incoming and outgoing conduits must be sealed for water penetration. Damage to any existing conduit, cable, or facilities within the vault due to Contractor access shall be repaired at Contractor expense.

Vault Equipment: Any equipment installed in a vault, inclusive of cable, racks, splice cases, attachments and ancillary items shall be designed for vault installation and be watertight, meeting National Electrical Manufacturer's Association (NEMA) requirements. All equipment shall be properly grounded, inclusive of cable if a metallic tracer is used within the cable. The Contractor shall define all such equipment and devices within Attachment I Contractor Equipment.

Cable Characteristics: The service shall be provided via single mode 8.0 to 9.5 μm fiber with 125 μm clad strand loose tube cable with the proper casing characteristics and environmental requirements meeting industry standards for the installation environment. Cable shall be low water peak, with minimum wavelength distortion. If required, only fusion splices shall be accepted. Contractor shall identify type of connector at each end for review and modification or acceptance by the State.

Cable Loss Measurements: Contractor cable shall not exceed a loss level of .5 dB per kilometer including all splices, testing with a 1550 nm optical source. The cable shall pass performance standards with temperatures within the range of -30°F to 120°F (-34°C to 50°C). In-building connector loss shall be .1dB or less per splice, not to exceed of 1db maximum connector allowance per end-to-end cable run. Contractor's cable loss testing shall be compliant TIA/EIA 526-7 Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant.

Transport Limitations: Contractor facilities shall not limit State transport capabilities. Contractor shall not filter or in any way inhibit light transport or arrival from launch location to receiver location. Contractor shall not filter or firewall communication, reformat content or restrict communication or content in any way.

Facility Maintenance: Contractor shall be responsible to insure continuous operation of services. Contractor shall monitor all facilities to ensure integrity, initiating routine repairs as necessary to prohibit extended outages.

Power Provisioning: It is expected that all Contractor equipment will be passive, not requiring power. In the event that any active devices are installed by the Contractor, services shall not be placed in jeopardy by relying solely on domestic power. In all cases, services shall be provided independent of local power, UPS backed or otherwise, ensured for emergency readiness, independent of all in building systems.

Service Availability: The Contractor shall make service available 24 hours per day, seven (7) days per week, (52) fifty-two weeks per year. 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.

Response to Trouble Calls: Contractor shall respond to trouble calls within two (2) hours of trouble report by the State. "Response" to a trouble call requires that the Contractor have qualified technicians, suitably equipped to troubleshoot service, arrive at the trouble location and commence troubleshooting procedures. The Contractor shall notify the State within four (4) business hours of reinstated service, the cause of the failure and corrective action taken.

Critical Maintenance and Escalation: The Contractor shall provide critical level maintenance for all services. If services are not restored within 24 hours, the State may request upon written notification an investigation and/or services from an alternate Contractor. All charges for such services shall be forwarded to the primary Contractor.

Dependability: 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 thirty (30) day time period. If a service becomes intermittent in connection or transport and repeatedly fails, the State at its sole discretion, may choose to terminate service at that location and seek replacement from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement. Network availability measurements will exclude service outage for scheduled maintenance or upgrades, or caused by Customer, Customer's equipment, or Customer agreements with other parties.

Fiber Security: The Contractor shall insure fiber integrity and security, by mitigating any effort to detect information flow or tapping by any unauthorized individuals. The Contractor shall take all steps necessary in either its facilities or its subcontractor's facilities, to ensure that State leased fiber is protected from unauthorized access and any attempt at extracting information from the data stream.

Premise Access: Contractor will be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. Contractor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Contractor is highly encouraged to perform all installation and maintenance during normal State working hours.

Installation Standards: Installations shall be in compliance with TIA/EIA 568-3 Optical Fiber Cabling Component Standards and National Electrical Code standards.

Financial Representative: The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract. The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of any service requested by the State.

As-Built Drawings: The Contractor shall provide a complete set of as-built hard and soft drawings defining the complete lay/path of all fiber optic cable, splices, terminations, vaults and pull boxes.

Installation Information: The Contractor shall provide information identifying installations in agreed upon state required table formats. Tables shall contain physical terminating points, terminating equipment, and any other information required to locate, troubleshoot, or replace fibers. Information shall be provided within thirty (30) days of complete installation.

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:30 P.M. for State business days, 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 shall be paid for any off-hour work.

The State may require Contracted employees to undergo CJIS fingerprint-background checks and/or execution of Non-Disclosure Agreements for some or all of the Facilities listed.

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.

5. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2835-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpvq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx).

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. 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 OS
PD

Date 4/25/2024

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide Dark Fiber 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 \$228,459.00; 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.

10. PRICING STRUCTURE:

| CABLE SEGMENT | FROM | TO | REQUIRED FIBER STRAND COUNT | LEASED FIBER PRICE PER STRAND |
|---------------|----------------------|----------------------------------|-----------------------------|-------------------------------|
| 1 | 45 S FRUIT STREET | CABLE VAULT MANCHESTER STREET | 12 | \$54.45 |
| 2 | 45 S FRUIT STREET | GRAPHIC SERVICES 12 HILLS AVENUE | 4 | \$39.60 |
| 3 | 45 S FRUIT STREET | NH LIQUOR 30 STORRS STREET | 4 | \$39.60 |
| 4 | 45 S FRUIT STREET | DOC 64 S STREET | 4 | \$22.28 |
| 5 | 45 S FRUIT STREET | DOC NORTH STATE STREET | 6 | \$69.30 |
| 6 | 110 SMOKEY BEAR BLVD | DOIT 27 HAZEN DRIVE | 10 | \$111.14 |
| 7 | 45 S FRUIT STREET | SoNH 1 GRANITE PLACE So. Tower | 4 | \$69.30 |
| 8 | 45 S FRUIT STREET | NHED 25 Hall Street | 4 | \$67.50 |
| 9 | 45 S FRUIT STREET | NHCFW 42 PERIMETER RD | 4 | \$168.50 |

11. 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.

12. PAYMENT:

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

Contractor Initials DS PD

Date 4/25/2024

EXHIBIT D - RFB 2835-24

RFB #2835-24 is incorporated here within.

Contractor Initials PD

Date 4/25/2024

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials OS
PD

Date 4/25/2024

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: 0006659022



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 4th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



OFFICER'S CERTIFICATE OF AUTHORITY

I, Peter Zarrella, Chief Financial Officer, FirstLight Fiber, Inc, a Delaware Corporation and each of its subsidiaries ("FirstLight"), hereby certify that under the Delegation of Authority governance rules for FirstLight, Patrick Dolan, SVP Business Development, authorized to execute contractual documents for the provision of Dark Fiber NH RFB 2835-24, by FirstLight to the State of New Hampshire.

WHEREOF, I hereunto affix my signature this 19th day of March, 2024.



Peter Zarrella, Chief Financial Officer





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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: tabboti@unitelinsurance.com | |
| INSURED FirstLight Fiber, Inc. 41 State St Ste 1001 Albany NY 12207 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Continental Western | 10804 |
| | INSURER B: Acadia Insurance Company | 31325 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

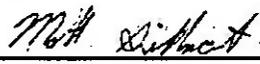
COVERAGES CERTIFICATE NUMBER: 23/24 ALL LINES REVISION NUMBER:

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.

| USER LTR | TYPE OF INSURANCE | ADD. SUBR. INSD. HYD. | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------------------|---------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | RUP3298936 | 11/01/2023 | 11/01/2024 | 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 <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | RUP3298936 | 11/01/2023 | 11/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ | | RUP3298936 | 11/01/2023 | 11/01/2024 | 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) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | WCA3280322 | 11/01/2023 | 11/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

State of New Hampshire and Cisco Systems, Inc. are named as Additional Insured on a primary and non-contributory basis with respect to General Liability, Auto Liability and Umbrella Liability when required by written contract. 30 day notice of cancellation applies.

| | |
|---|---|
| CERTIFICATE HOLDER State of New Hampshire Administrative Services Bureau of Purchase and Property 25 Capitol Street Concord, NH 03301 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  |
|---|---|

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 11/8/2023

Company Name: FirstLight Fiber, Inc.

Address: 41 State Street

Albany, NY 12207

To: Point of Contact: **Claudia Roy**
Telephone: **(603)-271-2202**
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: **Dark Fiber Services**
Bid Number: **2835-24**
Bid Posted Date (on or by): **10/16/2023**
Bid Closing Date and Time: **November 14, 2023 @ 09:00 AM (EST)**
Dear **Claudia Roy**,

[Insert name of signor] Anthony Salamanca, on behalf of Firstlight Fiber, Inc.
[insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2835-24** for Dark Fiber Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission; finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature 

Authorized Signor's Title Senior Director of Sales (SLED)

Form P37-A

**REQUEST FOR BID FOR DARK FIBER SERVICES
FOR THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Dark Fiber Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED. PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by email to Claudia Roy at Claudia.I.Roy@DAS.NH.Gov.

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

| | |
|------------|---|
| 10/16/2023 | Bid Solicitation distributed on or by |
| 11/07/2023 | Last day for questions, clarifications, and/or requested changes to bid |
| 11/14/2023 | 09:00 AM (EST) Bid Closing |
| 07/1/2024 | Implementation of Contract |

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence on July 1, 2024 with the approval of the Commissioner of the Department of Administrative Services or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2029, a period of approximately five (5) years.

The contract may be extended for up to an additional two (2) two years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Contractor Initials

Date 11/8/23

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder

of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>).
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), late fees or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be for

Dark Fiber Circuits fully installed, tested and active & ready for State use which means delivered to a state agency's MDF or other designated point as specified in this contract or subsequent purchase orders without additional charge.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency or location shall have its own individual customer account number/circuit number(s). Should ~~any~~ The Department of Information Technology – Statewide Telecommunications ~~State of New Hampshire agency~~ place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment or circuit build; the agency shall receive the item(s) ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency. Only State Agency requests initiated from Statewide Telecommunications shall be accepted by the Contractor; work submissions or other State Agency Requests shall not be honored by the Contractor under this Contract. The Contractor shall refer any State Agency Requestors to Statewide Telecommunications.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:

<https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

All vendor invoices for the State of New Hampshire must be itemized. Paper invoices shall be submitted to:

Department of Information Technology
Statewide Telecommunications, Rm. 300C
27 Hazen Drive
Concord, NH 0330.

The State preference is that invoicing is transmitted electronically – the State will identify procedures for transmitting electronic invoices upon award.

INVOICE DELIVERY TIMEFRAME:

Invoices shall be forwarded to the State within 30 days of the State receipt of services. Invoices shall be submitted monthly for services; beginning on the first day of each month through the last day of each month. If additional services are requested, invoicing shall begin on the first day of the month following installation and acceptance by the State. The Contractor shall not pro-rate invoices.

CONTRACTOR INCURRED CHARGES:

The Contractor is not authorized to incur any third-party charges for which the State shall be responsible. Only Contractor-invoiced charges shall be paid by the State.

FIXED CHARGES:

The Contractor shall not invoice the State for any new or additional charges (recurring or nonrecurring) other than those costs listed in the Offer Section. The State shall not be assessed taxes, additional monthly fees or late payment fees. All taxes, fees and other charges mandated by government regulatory agencies must be inclusive of contracted charges.

BILLING OF PAST CHARGES:

Contractors shall not hold the State liable for charges beyond 90 days from date of service if service invoices and/or related reports are not delivered in a manner and timeframe defined within this RFB. The State shall not be held liable for past due charges, and the Contractor shall not assess additional charges for bills past due. Billing shall not be considered complete until all reports and invoices as within are provided for the respective billing month. All payments for the associated service shall be held until these requirements are met.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Vendor shall be responsible for all services, facility configuration, development and implementation of fiber. The Vendor shall provide overall support and coordination, interfacing/integrating with State equipment, testing, and support.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference will be arranged by the requesting agency (State).

Cooperation with Incumbent: The Vendor shall fully cooperate with incumbent and future Vendors for the replacement of services at the initiation and termination of contract to ensure service transfer with a minimum interruption of service.

Interfacing with Other Vendors: During and after installation, Vendors shall contact alternate State Vendors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Vendors shall attend any meetings called by the State to resolve such conflicts without additional charges being imposed on the State.

Maintenance/Service Hours: Vendor shall repair support/ service restoration 24 hours per day, 7 days per week, 52 weeks per year. Reports shall be accepted via a toll free Vendor supplied number and e-mail reporting. Any call to the Vendor shall be returned within 15 minutes of initial request. Vendor shall pursue a solution to service issues within two (2) hours of request. Failure issues not resolved within four (4) hours of request shall become critical to the State, and require continued work to satisfy maintenance issues under Emergency Maintenance requirements. Vendor shall NOT limit daily work to eight (8) hours per day when addressing maintenance issues, requiring the Vendor to continue work beyond business hours until circuit connectivity is restored.

Routine Maintenance Requirements: The Vendor shall provide routine maintenance for those services designated by the State as routine maintenance services. Such services shall include, but are not limited to broken cable lashing, unprotected riser, or any physical insulation or support structure not placing cable in immediate jeopardy. Any routine maintenance may be escalated to Emergency Maintenance at any time requested by the State.

Installation Details: The Vendor shall provide information identifying installations in agreed upon state required table formats. Tables shall contain physical cable lay, aerial and underground pathways, terminating points, terminating equipment, cable manufacturer and part number, and any other information required to locate, troubleshoot or replace fiber. Details shall be provided within thirty (30) days of complete installation of cable

Post Implementation Review: The State shall be allowed thirty (30) days after Vendor installation to review and accept complete installation to insure performance within the specification defined within this document.

Test Plans: The Vendor shall provide complete test plans defining how the Vendor will test fiber installations and provide written documentation on the test results for each fiber strand. The Vendor is solely responsible to troubleshoot cable problems. The State's final test will deem the final acceptance of service.

Service Access Levels: Service access will be provided and guaranteed at 99.99% or better availability (24hrs/day by 7days/week), at the throughput rate provisioned, through the end of this contract. Service access is defined as all services that are provided by the Vendor which are, directly or indirectly, related to the connectivity to the State Agency's network router from the Vendor at the availability and throughput defined above.

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 thirty (30) day time period. If a service becomes intermittent in connection or transport, and repeatedly fails, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Vendor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

Service Interface: Vendor shall provide fiber to the doorstep utilizing standard connectivity as is currently available from the incumbent contractor for all locations. Contractor shall utilize standard policy UPC fusion splice with LC duplex connector pigtails and appropriate LIU where required (unless otherwise approved by the State)

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from work such employees as 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.

Premise Access: Vendor will be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. Vendor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Vendor is highly encouraged to perform all installation and maintenance during normal State working hours.

Confidential Information: The Vendor agrees that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior consent of the State.

ENDPOINT LOCATIONS AND PATHWAYS:

The Contractor shall provide dark fiber facilities within the city of Concord. The Contractor shall include all facilities and equipment necessary to install terminated fiber strands of dark fiber connecting each location noted below.

| CABLE SEGMENT | FROM | TO | ESTIMATED CABLE DISTANCE IN KM/MILE | REQUIRED FIBER STRAND COUNT |
|---------------|-----------------------|----------------------------------|-------------------------------------|-----------------------------|
| 1 | 45 S FRUIT STREET | CABLE VAULT MANCHESTER STREET | 3.06/2.2 | 12 |
| 2 | 45 S FRUIT STREET | GRAPHIC SERVICES 12 HILLS AVENUE | 2.6/1.6 | 4 |
| 3 | 45 S FRUIT STREET | NH LIQUOR 50 STORRS STREET | 2.6/1.6 | 4 |
| 4 | 45 S FRUIT STREET | DOC 64 S STREET | 1.5/0.9 | 4 |
| 5 | 45 S FRUIT STREET | DOC NORTH STATE STREET | 4.5/2.8 | 6 |
| 6 | 110 SMOKEY-BEAR BLVD | DOIT 27 HAZEN DRIVE | 5.8/3.6 | 10 |
| 7 | 33 CAPITOL STREET | SONH 1 GRANITE PLACE So. Tower | 4.8/3 | 4 |
| 8 | 45 South Fruit Street | NHED 25 Hall Street | 4.18/2.6 | 4 |
| 9 | 45 South Fruit Street | NHCFW 42 PERIMETER RD | 5.8/3.6 | 4 |

Cable Path: The State does not intend to define fiber pathways. The Contractor may present any pathway available to them with the following paths excluded from consideration: Pleasant Street, Regional Drive and Pembroke Road. Contractor shall provide graphic map (AutoCAD and PDF formats), identifying each proposed pathway, and distance with the Bid submission for review and acceptance by the State. It is the responsibility of the Contractor to obtain required permits and access to utility poles or conduit. The Contractor shall be responsible for all cable pathways, obtaining required rights-of-way, utility make ready, conduit, conduit installation, cable provisioning, all related equipment and installation logistics.

State Conduit: Vendor may install cable in any available state-owned conduit, not exceeding 70% conduit fill capacity after Vendor installation. Vendor shall be responsible to install conduit to access vaults containing state conduit. The Vendor may use installed conduit pull-string, but shall replace said pull string, resulting in an unused available pull string after Vendor cable installation.

Private Conduit: All conduits other than that described above are privately owned. Vendor shall make arrangements with private parties to obtain access as necessary to install fiber.

Ownership: The Vendor shall be responsible to obtain and maintain pathways, conduit, permits, pole access, fiber cable, inner-duct, vaults and any item related to the project. Vendor permits shall include licensing by the City of Concord through the Poles and Wires Committee of Community Development. The service shall be provided in a turnkey fashion, with the Vendor responsible to provide insurance, place conduit, manage make ready proposals; provide traffic details or any other installation or maintenance items. The service shall include the relocation of poles, fiber or other service items for any reason including street or highway expansion and relocation throughout the duration of any resulting contract.

Vendor shall retain ownership of all Vendor-supplied cable and equipment throughout the term of any resulting contract.

Fiber Utilization: The State shall retain the right to utilize dedicated fiber as it sees fit. The Vendor shall at no time dictate use or limit fiber operation.

Termination Equipment: The Vendor shall install fiber between each location with a minimum of 48-strand fiber count. The 48 strands shall be dedicated to State use. Termination shall include building penetration with cable extended to existing computer rooms and demarc(s). Existing building pathways shall be used. Vendor shall install rack-mounted Optical Line Interface Units (OLIU) terminating into SC (or current connector type noted at location) connectors. Vendor shall identify type of connector at each end for review and modification or acceptance by the State.

Penetrations: Vault and building penetrations shall be watertight. Incoming and outgoing conduits must be sealed for water penetration. Damage to any existing conduit, cable or facilities within the vault due to Vendor access shall be repaired at Vendor expense.

Vault Equipment: Any equipment installed in a vault, inclusive of cable, racks, splice cases, attachments and ancillary items shall be designed for vault installation and be watertight, meeting National Electrical Manufacturer's Association (NEMA) requirements. All equipment shall be properly grounded, inclusive of cable if a metallic tracer is used within the cable. The Vendor shall define all such equipment and devices within Attachment 1 Vendor Equipment.

Cable Characteristics: The service shall be provided via single mode 8.0 to 9.5 μm fiber with 125 μm clad strand loose tube cable with the proper casing characteristics and environmental requirements meeting industry standards for the installation environment. Cable shall be low water peak, with minimum wavelength distortion. If required, only fusion splices shall be accepted. Vendor shall identify type of connector at each end for review and modification or acceptance by the State.

Cable Loss Measurements: Vendor cable shall not exceed a loss level of .5 dB per kilometer including all splices, testing with a 1550 nm optical source. The cable shall pass performance standards with temperatures within the range of -30°F to 120°F (-34°C to 50°C). In-building connector loss shall be .1dB or less per splice, not to exceed of 1db maximum connector allowance per end-to-end cable run. Vendor's cable loss testing shall be compliant TIA/EIA 526-7 Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant.

Transport Limitations: Vendor facilities shall not limit State transport capabilities. Vendor shall not filter or in any way inhibit light transport or arrival from launch location to receiver location. Vendor shall not filter or firewall communication, reformat content or restrict communication or content in any way.

Facility Maintenance: Vendor shall be responsible to insure continuous operation of services. Vendor shall monitor all facilities to insure integrity, initiating routine repairs as necessary to prohibit extended outages.

Power Provisioning: It is expected that all Vendor equipment will be passive, not requiring power. In the event that any active devices are installed by the Vendor, services shall not be placed in jeopardy by relying solely on domestic power. In all cases, services shall be provided independent of local power, UPS backed or otherwise, ensured for emergency readiness, independent of all in building systems.

Service Availability: The Vendor shall make service available 24 hours per day, seven (7) days per week, (52) fifty-two weeks per year. The Vendor shall be responsible to implement appropriate maintenance. The Vendor shall have in his employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day.

Response to Trouble Calls: Vendor shall respond to trouble calls within two (2) hours of trouble report by the State. "Response" to a trouble call requires that the Vendor have qualified technicians, suitably equipped to troubleshoot service, arrive at the trouble location and commence troubleshooting procedures. The Vendor shall notify the State within four (4) business hours of reinstated service, the cause of the failure and corrective action taken.

Critical Maintenance and Escalation: The Vendor shall provide critical level maintenance for all services. If services are not restored within 24 hours, the State may request upon written notification an investigation and/or services from an alternate Vendor. All charges for such services shall be forwarded to the primary Vendor.

Dependability: 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 thirty (30) day time period. If a service becomes intermittent in connection or transport and repeatedly fails, the State at its sole discretion, may choose to terminate service at that location and seek replacement from another Vendor, or pursue any or all remedies as set forth in Form Number P-37 Agreement. Network availability measurements will exclude service outage for scheduled maintenance or upgrades, or caused by Customer, Customer's equipment, or Customer agreements with other parties.

Fiber Security: The Vendor shall insure fiber integrity and security, by mitigating any effort to detect information flow or tapping by any unauthorized individuals. The Vendor shall take all steps necessary in either its facilities or its subcontractor's facilities, to ensure that State leased fiber is protected from unauthorized access and any attempt at extracting information from the data stream.

Premise Access: Vendor will be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. Vendor shall request access outside of the normal State business hours of 8:00 A.M. to 4:30 P.M., 48 hours prior to arrival. Consideration will be made for reduced timeframes in the occurrence of emergency situations. The Vendor is highly encouraged to perform all installation and maintenance during normal State working hours.

Installation Standards: Installations shall be in compliance with TIA/EIA 568-3 Optical Fiber Cabling Component Standards and National Electrical Code standards.

Financial Representative: The Vendor shall provide dedicated financial representatives knowledgeable in the Vendor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract. The Vendor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Vendor shall provide daily reports indicating the completion or continuation of any service requested by the State.

As-Built Drawings: The Vendor shall provide a complete set of as-built hard and soft drawings defining the complete lay/path of all fiber optic cable, splices, terminations, vaults and pull boxes.

Installation Information: The Vendor shall provide information identifying installations in agreed upon state required table formats. Tables shall contain physical terminating points, terminating equipment, and any other information required to locate, troubleshoot or replace fibers. Information shall be provided within thirty (30) days of complete installation.

ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, 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 shall be paid for any off-hour work.

The State may require Vendor employees to undergo CJIS fingerprint background checks and/or execution of None Disclosure Agreements for some or all of the Facilities listed.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

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

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as 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.

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

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

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

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

If sub-contractors are to be utilized, please include 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.

WARRANTY REQUIREMENTS:

The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT:

Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No (circle one)**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

The costs listed in Attachment B: Offer Sheet are the only costs to be charged the State throughout the duration of any resulting contract. Only costs as labeled shall be assessed to the State. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, Vendor policies or otherwise shall not be reflected as additional charges to the State. The only compensation paid by the State to the Vendor shall be that disclosed within this document. Invoice charges not included here shall be credited to the State as an invoicing error.

Monthly invoices shall be forwarded to the State starting July 1, 2024. No payments shall be made to the Vendor prior to the stated invoice dates.

All billing shall be inclusive of the first day of the calendar month through the last day of the calendar month. Invoices shall be forwarded to:

Department of Information Technology
Statewide Telecommunications
Room 300
27 Hazen Drive
Concord, NH 03305

Or alternate address provided by the State. Complete billing information shall arrive at the State no later than the tenth (10th) of the month following the billing period. The Vendor shall be capable of receiving electronic payments from the State.

Please see Attachment B: Offer Sheet

VENDOR CONTACT INFORMATION:

Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

| | | |
|-------------------------|-----------------------------------|----------------------------|
| John Radigan | 802-238-6365 | 888-832-4976 |
| Contact Person | Local Telephone Number | Toll Free Telephone Number |
| Jradigan@firstlight.net | | www.Firstlight.net |
| E-mail Address | | Company Website |
| FirstLight Fiber, Inc. | 41 State Street, Albany, NY 12207 | |
| Vendor Company Name | Vendor Address | |

DELIVERY LOCATIONS:

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment B: Offer Sheet

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 283 028 757 473

Passcode: 4m8pMR

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 115 689 609 4

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944, 378420029# United States, Concord

Phone Conference ID: 378 420 029#

Contractor Initials _____

Date 11/8/23

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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 | | 1.2 State Agency Address | |
| 1.3 Contractor Name | | 1.4 Contractor Address | |
| 1.5 Contractor Phone Number | 1.6 Account Unit and Class | 1.7 Completion Date | 1.8 Price Limitation |
| 1.9 Contracting Officer for State Agency | | 1.10 State Agency Telephone Number | |
| 1.11 Contractor Signature Date: | | 1.12 Name and Title of Contractor Signatory | |
| 1.13 State Agency Signature Date: | | 1.14 Name and Title of State Agency Signatory | |
| 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: | | | |

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE. 10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the

request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

19. CHOICE OF LAW AND FORUM. 19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

**STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398**

DATE OF CHANGE: October 25, 2023

ADDENDUM #1 TO BID INVITATION #2835-24

DATE OF BID CLOSING: 11/14/2023

TIME OF BID CLOSING: 09:00 AM (EST)

FOR: Dark Fiber Services

Clarifying questions:

1. On page 11, various strand counts are requested, from 4 – 12 depending on the address. On page 12, however, under "Termination Equipment" it is stated that there must be a minimum of 48 strands at each location. Is the state looking for two options? One with the varied strand counts and one with 48 strands at each location or is the 48 strand minimum requested in error?

State Response: 48 is not requested in error. Vendors shall provide pricing in accordance with the RFB Documents.

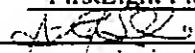
2. Is there a street number associated with the Manchester St Concord (Cable Vault) location?

State Response: There is no physical address for the Manchester Street Vault in Concord. The Vault is in close proximity to 13 Manchester Street.

PURCHASING AGENT:

E:Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER FirstLight Fiber, Inc. **ADDRESS** 41 State Street
BY  Albany, NY 12207
(this document must be signed)
Anthony Salamanca **TEL. NO.** 518-694-0551
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: October 30, 2023

ADDENDUM #2 TO BID INVITATION #2835-24

DATE OF BID CLOSING: 11/14/2023

TIME OF BID CLOSING: 09:00 AM (EST)

FOR: Dark Fiber Services

Clarifying questions:

1. On page 12, under "Cable Path" there are certain roads that we are to avoid. For those roads is a 90-degree crossing acceptable?

State Response: RFB Section "Cable Path" does not exclude crossings for pathways excluded from consideration.

Page 12 Termination Equipment previously read:

Termination Equipment: The Vendor shall install fiber between each location with a minimum of 48-strand fiber count. The 48 strands shall be dedicated to State use. Termination shall include building penetration with cable extended to existing computer rooms and demarc(s). Existing building pathways shall be used. Vendor shall install rack-mounted Optical Line Interface Units (OLIU) terminating into SC (or current connector type noted at location) connectors. Vendor shall identify type of connector at each end for review and modification or acceptance by the State.

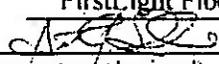
Change to read:

Termination Equipment: The Vendor shall install fiber between each location. Termination shall include building penetration with cable extended to existing computer rooms and demarc(s). Existing building pathways shall be used. Vendor shall install rack-mounted Optical Line Interface Units (OLIU) terminating into SC (or current connector type noted at location) connectors. Vendor shall identify type of connector at each end for review and modification or acceptance by the State.

PURCHASING AGENT:

E-Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER FirstLight Fiber, Inc. **ADDRESS** 41 State Street
BY  Albany, NY 12207
(this document must be signed)
Anthony Salamanca **TEL. NO.** 518-694-0551
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

| CABLE SEGMENT | FROM | TO | REQUIRED FIBER STRAND COUNT | LEASED FIBER, PRICE PER MONTH |
|---------------|----------------------|----------------------------------|-----------------------------|-------------------------------|
| 1 | 45 S FRUIT STREET | CABLE VAULT MANCHESTER STREET | 12 | \$653.40 |
| 2 | 45 S FRUIT STREET | GRAPHIC SERVICES 12 HILLS AVENUE | 4 | \$158.40 |
| 3 | 45 S FRUIT STREET | NH LIQUOR 50 STORRS STREET | 4 | \$158.40 |
| 4 | 45 S FRUIT STREET | DOC 64 S STREET | 4 | \$89.10 |
| 5 | 45 S FRUIT STREET | DOC NORTH STATE STREET | 6 | \$415.80 |
| 6 | 110 SMOKEY BEAR BLVD | DOT 27 HAZEN DRIVE | 10 | \$1,111.35 |
| 7 | 45 S FRUIT STREET | SoNH 1 GRANITE PLACE So Tower | 4 | \$277.20 |
| 8 | 45 S FRUIT STREET | NHED 25 Hall Street | 4 | \$270.00 |
| 9 | 45 S FRUIT STREET | NHCFW 42 PERIMETER RD | 4 | \$674.00 |
| | | Total | | \$3,807.65 |

All highlighted fields required.