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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

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Information Technology to enter into a **sole source** contract amendment with FirstLight Fiber, Inc. (f.k.a TVC Albany, Inc., f.k.a. New Hampshire Optical System) of Albany, NY, in the amount not to exceed \$19,339.08, increasing the current contract from \$96,695.48 to \$116,034.56, and by extending the completion date to June 30, 2020 from the original completion date of June 30, 2019 for the purpose of continued provision of leased dark fiber facilities, effective upon Governor and Executive Council approval through June 30, 2020. The Governor and Executive Council approved the original contract agreement on November 20, 2013 Item #3.

Source of Funds: DoIT (Statewide Telecommunications Revolving Funds). Funds are available in State Fiscal Year 2020 contingent upon the availability and continued appropriation of funds.

CAT#-DEPT#-AGENCY#-ACTIVIT#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	ACTIVITY CODE	FY 2020
01-03-03-030510-52130000 – Statewide Telecommunications 039-500180 – Telecommunications Data	03030295	\$19,339.08

EXPLANATION

This request is **sole source** because the cost of the amendment is more than 10% of the original amount. These services are in the process of being re-procured by the Department of Administrative Services.

This contract amendment is for the continued provision of leased dark fiber facilities in Concord, New Hampshire. The vendor previously installed and owns the fiber facilities between the telephone poles running between Manchester Street to the Tobey Building on State Office Park

South. The State will be utilizing the fiber for its own network purposes and not subscribing to any data services from the vendor and thus, with respect to the vendor, the fiber is unlit, or "dark". Fiber strands and cable shall be dedicated to the State for its operations and associated applications but maintained by the vendor.

The Department of Information Technology requests your favorable consideration to move forward with this contract amendment.

Respectfully submitted,


for Denis Goulet

DG/kaf
DoIT #2013-146A
RID: 42683
cc: Joseph J Luna, Manager, Statewide Telecommunications



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
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Denis Goulet
Commissioner

June 4, 2019

Wendy Pouliot
Director, Operations
Department of Information Technology
State of New Hampshire
27 Hazen Drive
Concord, NH 03301

Dear Director Pouliot,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Operations Division request to enter into a contract amendment with FirstLight Fiber, Inc. (f.k.a. New Hampshire Optical System) of Albany, NY, as described below and referenced as DoIT No. 2013-146A.

The purpose of this contract amendment is for the continued provision of leased dark fiber facilities in Concord, New Hampshire. The vendor previously installed and owns the fiber facilities between the telephone poles running between Manchester Street to the Tobey Building on State Office Park South. The State will be utilizing the fiber for its own network purposes and not subscribing to any data services from the vendor and thus, with respect to the vendor, the fiber is unlit, or "dark". Fiber strands and cable shall be dedicated to the State for its operations and associated applications but maintained by the vendor.

The funding amount for this amendment is \$19,339.08, increasing the current contract from \$96,695.48 to \$116,034.56 and extending the completion date to June 30, 2020 from the original completion date of June 30, 2019. The contract shall become effective upon Governor and Executive Council approval through June 30, 2020.

A copy of this letter should accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2013-146A
RID# 42683
cc: Joseph J Luna, Manager, Statewide Telecommunications

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2013-146 Dark Fiber, and approved on November 20, 2013 Item #3 (herein after referred to as the "Agreement"), New Hampshire Optical Systems (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to continued use of dark fiber facilities on month to month extension up to 12 months;

WHEREAS, The Vendor agrees to provide leased dark fiber facilities and related services between the Tobey Building located at 45 South Fruit Street and a cable vault located at the intersection of Manchester Street and Old Turnpike Road in Concord.

WHEREAS, the Department and the Vendor wish to extend the completion date from June 30, 2019 to June 30, 2020;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$19,339.08 to bring the total contract price to \$116,034.56;

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree as follows:

The Agreement is hereby amended as follows:

1. Amend Section 1.3 of the Agreement (Page 1) by changing the Contractor Name from New Hampshire Optical Systems to FirstLight Fiber, Inc.
2. Amend Section 1.4 of the Agreement (Page 1) by changing the Contractor Address from 10 North Southwood Dr. Nashua, NH 03063 to 41 State St, 10th Floor. Albany, NY 12207.
3. Amend Section 1.5 of the Agreement (Page 1) by changing the Contractor Phone Number from 603-459-4689 to 603-832-4976.
4. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from June 30, 2019 to June 30, 2020.
5. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$19,339.08 to bring the total contract price to \$116,034.56 from \$96,695.48.

Initial all pages

Vendor Initials YDJK

Date 5/31/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
CONTRACT AMENDMENT A**

6. Amend Section 1.9 of the Agreement (Page 1) by changing the Contracting Officer for State Agency from 6 Peter C. Hastings, Commissioner to Denis Goulet, Commissioner.
7. The Agreement is further amended as described in Table 1:

Initial all pages
Vendor Initials YGA
Date 5/31/14

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
CONTRACT AMENDMENT A

Contract #2013-146A Exhibit A	AMENDED TEXT
CONTRACT EXTENSION / EXTENDED TERM	Add: The extended term of this agreement is a month to month extension up to 12 months, but not beyond June 30, 2020.
TERMINATION	Add: The State may, at its sole discretion, terminate the Contract, by thirty (30) business day's written notice to the Contractor. In the event of a termination, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with the terms of this Contract and Exhibit B.
Customer Contact Procedure	Delete and Replace: Delete: NHOS provides twenty-four (24) hours a day, seven (7) days a week Network Operations support including personnel to coordinate maintenance, restoration and testing activities on the NHOS Network. A customer experiencing a service issue should immediately contact NHOS by calling (866)-983-4237 Non-Emergency questions or requests should be sent to the general delivery email account: noc@nhosystems.com Replace: FirstLight Fiber Network Operations support is outlined in Attachment B: Trouble Reporting and Escalation Process.
Contract #2013-146A Exhibit B	AMENDED TEXT

Initial all pages
Vendor Initials *VJA*
Date 5/31/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
CONTRACT AMENDMENT A**

PRICING	<p>Add to the end of the pricing section:</p> <p>10. All billing for the extended term of June 30, 2019 through June 30, 2020 shall be on a monthly basis in the amount of \$1,611.59 for a total Not to Exceed (NTE) amount of \$19,339.08.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6" style="text-align: center;">Services</th> </tr> <tr> <th>Qty</th> <th>Product</th> <th>Description</th> <th>MRC</th> <th>MRC</th> <th>Total MRC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Dark Fiber</td> <td>12 strands - 45 Fruit St to Manchester St Vault</td> <td style="text-align: right;">\$0.00</td> <td style="text-align: right;">\$1,611.59</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="5"></td> <td style="text-align: right;">Total Monthly \$1,611.59</td> </tr> </tbody> </table> <p>10a. Invoices shall be forwarded to: Department of Information Technology ATTN: Accounts Payable 27 Hazen Drive Concord, NH 03301</p>	Services						Qty	Product	Description	MRC	MRC	Total MRC	1	Dark Fiber	12 strands - 45 Fruit St to Manchester St Vault	\$0.00	\$1,611.59	\$0.00						Total Monthly \$1,611.59
Services																									
Qty	Product	Description	MRC	MRC	Total MRC																				
1	Dark Fiber	12 strands - 45 Fruit St to Manchester St Vault	\$0.00	\$1,611.59	\$0.00																				
					Total Monthly \$1,611.59																				
ATTACHMENT A	Add to the back of the amendment Attachment A: Quote for extended period																								
ATTACHMENT B	Add to the back of the amendment behind Attachment A. Attachment B: Trouble Reporting and Escalation Process.																								

Table 2 CONTRACT HISTORY 2013-146 DoIT Dark Fiber

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2013-146	Original Contract	November 20, 2013 Item #3	June 30, 2019	\$96,695.48
2013-146A	1 st Amendment	TBD	June 30, 2020	\$19,339.08
	CONTRACT TOTAL			\$116,034.56

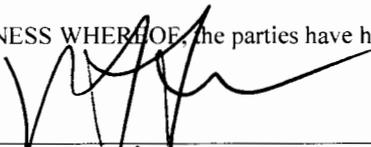
Initial all pages
Vendor Initials
Date 5/31/19

YK

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
CONTRACT AMENDMENT A**

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.



FirstLight Fiber, ~~Inc.~~
Inc.

Date: 5/31/19

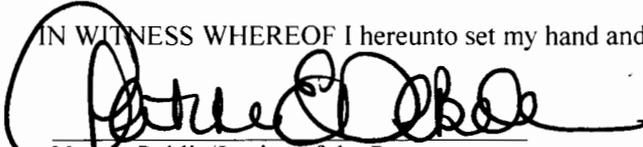
Corporate Signature Notarized:

STATE OF New York

COUNTY OF Albany

On this the 31st day of May, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires: 7/16/2019

(SEAL)

Gretchen E. DeBobes Notary Public, State of New York No. 01DE6061618 Qualified in Schenectady County Commission Expires July 16 <u>2019</u>

State of New Hampshire



Denis Goulet, Commissioner
State of New Hampshire
Department of Information Technology

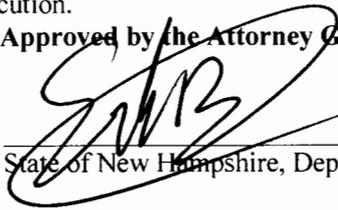
Date: 6/4/2019

Initial all pages
Vendor Initials YJA
Date 5/31/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
CONTRACT AMENDMENT A**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

Approved by the Attorney General



State of New Hampshire, Department of Justice

Date: 6/6/2019

I hereby certify that the foregoing amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

Office of the Secretary of State

By: _____

Title: _____

Date: _____

Initial all pages
Vendor Initials 7/1/19
Date 5/31/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146
ATTACHMENT A - QUOTE**

QUOTATION FOR SERVICE



Client Name: State of NH - DoIT
Address: 27 Hazen Dr.
City, State Zip: Concord, NH 03301
Contact: Joseph Luna
Tel: (603) 227-0058
Email: joseph.luna@doit.nh.gov

Dark Fiber Service Quote

Quote Date: 5/17/2019
Proposed Term: Month to Month
Quote Valid Until: 6/18/2019
Proposed By: Anthony Salamanca
Tel: (603) 845-5018
Email: asalamanca@firstlight.net

Services						
Qty	Product	Description	NRC	MRC	Total NRC	Total MRC
1	Dark Fiber	12 strands - 45 Fruit St to Manchester St Vault	\$0.00	\$1,611.59	\$0.00	\$1,611.59
					Total Monthly: \$1,611.59	

This Quotation for Service by FirstLight Fiber is confidential and may not be disclosed to third parties. The pricing stated herein is contingent upon Service availability (as determined by FirstLight). The demarcation point for the Service shall be determined with a valid site survey and may involve additional NRC as applicable. Client may order Service stated herein by signing a valid service order form which must be accepted by FirstLight. FirstLight shall be bound only by a valid Service Order and upon FirstLight's delivery of the requested Service. Charges for certain Services are subject to taxes and surcharges. Such charges are subject to change by FirstLight with written notice to Client.

Non Recurring Charges (NRC)	
Installation	\$0.00

FirstLight Fiber
www.firstlight.net

Initial all pages _____
Vendor Initials *AS*
Date 5/31/19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
CITY OF CONCORD DARK FIBER
2013-146

ATTACHMENT B – TROUBLE REPORTING AND ESCALATION PROCESS

First

CUSTOMER REPAIR

If you are experiencing an outage condition, degradation of service, or damage on your network, please contact FirstLight at our 24/7 Customer Repair Center.

Urgent Requests by Telephone	Non-Urgent Request by Email
1-833-484-0404	Repair@firstlight.net

Customer Information Required for Escalation

Trouble Ticket Number Assigned or Customer Account ID Number

EMERGENCY ESCALATION LIST

If at any point you feel additional escalation is required in response to your inquiry you may utilize the following escalation list to involve additional resources and bring greater visibility to your event.

Escalation Level	Business Location by State	Contact Name	Office Telephone	Mobile Telephone
Level 1 - Supervisor	All	Jeff Robins	585-433-6543	585-474-9735
Level 2 - Manager	NY, VT, PA ME, NH, MA	Dan Lynck Jeff Royal	585-433-6549 603-766-1459	585-314-4241 603-812-7627
Level 3 - Director	All	Eric Gustafson	585-433-6607	585-698-4057
Level 4 - Executive, CSO	All	Jeremy Hotchkiss	585-433-6537	585-738-3099

**Alternative Customer Repair Telephone Numbers
for use when toll free is unavailable**

Local Number (585) 433-6688
or
Alternate Phone (585) 756-6548

www.firstlight.net

Initial all pages
Vendor Initials *YJR*
Date 5/31/14

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"NEW HAMPSHIRE OPTICAL SYSTEMS, INC.", A NEW HAMPSHIRE CORPORATION,

WITH AND INTO "TVC ALBANY, INC." UNDER THE NAME OF "TVC ALBANY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2018, AT 9:37 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2018 AT 11:59 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

3471714 8100M
SR# 20188400235

Authentication: 204192056
Date: 12-28-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF OWNERSHIP AND MERGER
MERCING
NEW HAMPSHIRE OPTICAL SYSTEMS, INC., A NEW HAMPSHIRE CORPORATION
WITH AND INTO
TVC ALBANY, INC., A DELAWARE CORPORATION**

TVC Albany, Inc., a Delaware corporation (the "Company"), DOES HEREBY CERTIFY THAT:

FIRST: The Company was organized pursuant to the provisions of the General Corporation Law of the State of Delaware on the 20th day of December, 2001.

SECOND: The Company owns 100% of the issued and outstanding shares of the capital stock of New Hampshire Optical Systems, Inc., a New Hampshire corporation organized on the 25th day of March, 2011.

THIRD: The Company's Board of Directors (the "Board") duly adopted the following resolutions on the 26 day of December, 2018:

WHEREAS, prior to the effective time of the Prior Merger (defined below), the Company owns 100% of the issued and outstanding shares of the capital stock of Tuck Bay Holdings, LLC, a New Hampshire corporation ("**Tuck Bay**"), and Tuck Bay owns 100% of the issued and outstanding shares of capital stock of New Hampshire Optical Systems, Inc., a New Hampshire corporation ("**Subsidiary**");

WHEREAS, immediately prior to the effective time of the Merger (defined below) and pursuant to the applicable provisions of the DGCL and the laws of the State of New Hampshire, Tuck Bay is merging with and into the Company (the "**Prior Merger**") in accordance with the terms of that Agreement and Plan of Merger, by and between the Company and Tuck Bay, dated December 26, 2018, which merger shall become effective as of 11:59 p.m. on December 31, 2018;

WHEREAS, upon consummation of the Prior Merger and immediately prior to the effective time of the Merger (defined below), Subsidiary shall be a wholly-owned subsidiary of the Company;

WHEREAS, there has been presented to the Board an Agreement and Plan of Merger, by and between the Company and Subsidiary (the "**Plan of Merger**");

WHEREAS, the Plan of Merger provides for, among other things, a merger of Subsidiary with and into the Company (the "**Merger**") in accordance with the terms of the Plan of Merger, the New Hampshire Business Corporation Act, and the DGCL, with the Company continuing as the surviving corporation of the Merger;

WHEREAS, for U.S. federal, and applicable state and local, income tax purposes, the Merger is intended to constitute a liquidation of Subsidiary into the Company under Section 332 of the Internal Revenue Code of 1986, as amended, and the Plan of Merger is intended to constitute a plan of liquidation; and

WHEREAS, the Board deems it to be advisable and in the best interests of the Company and its stockholder to enter into the Plan of Merger and the additional agreements referenced therein or contemplated thereby and to consummate the Merger.

NOW, THEREFORE, BE IT RESOLVED that the Plan of Merger, in substantially the form provided to the Board, and the additional agreements referenced therein or contemplated thereby are hereby approved, together with any changes and modifications thereto as may be deemed necessary or advisable by any officer of the Company, as conclusively evidenced by such officer's execution and delivery thereof.

BE IT RESOLVED, that any of the officers of the Company be, and each of them hereby is, authorized, empowered, and directed to do and perform such acts and deeds to execute and deliver such other instruments, documents, and certificates, and to take or cause to be taken such other further action as such officer may deem necessary, advisable, or appropriate, to effectuate the purposes of the resolutions contained herein; and

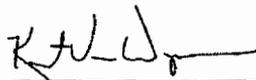
BE IT FURTHER RESOLVED, that the Board hereby ratifies, authorizes, adopts, and approves, in all respects, all acts and deeds heretofore or as may hereafter be performed to carry out the purposes of the foregoing resolutions by any of the officers of the Company that are within the authority conferred by the foregoing resolutions as the authorized acts and deeds of the Company.

FOURTH: The Merger is to become effective on December 31, 2018 at 11:59 p.m.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be executed by the undersigned this 26 day of December, 2018.

**TVC ALBANY, INC.,
a Delaware corporation**

By: 
Name: Kurt Van Wagenen
Title: President and Chief Executive Officer

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TVC ALBANY, INC.", CHANGING ITS NAME FROM "TVC ALBANY, INC." TO "FIRSTLIGHT FIBER, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF APRIL, A.D. 2019, AT 4:15 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

3471714 8100
SR# 20192768067

Authentication: 202630154
Date: 04-12-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION
OF
TVC ALBANY, INC.

TVC Albany, Inc., a corporation organized and existing under the laws of the State of Delaware (the “**Corporation**”), hereby certifies as follows:

1. Paragraph FIRST of the Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety to read as follows:

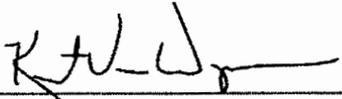
“The name of this corporation is FirstLight Fiber, Inc. (the “Corporation”).”

2. The foregoing amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed
this 11th day of April, 2019.

TVC ALBANY, INC.

By: 
Name: Kurt Van Wagenen
Title: President and Chief Executive Officer

State of New Hampshire

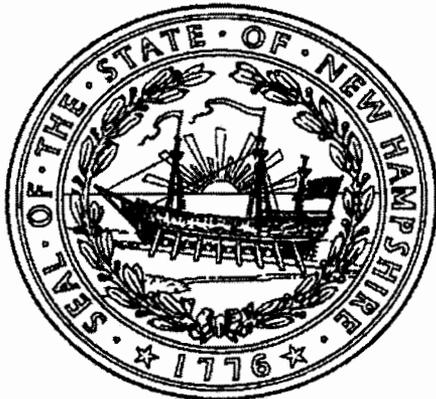
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: **0004517844**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



OFFICER'S CERTIFICATE

I, Jill Sandford, Chief Legal 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, Bruce Skellie, Chief Accounting Officer & Treasurer is authorized to execute contractual documents for the provision of Dark Fiber by FirstLight to the State of New Hampshire, Department of Information Technology #2013-146 Amendment A.

WHEREOF, I hereunto affix my signature this 31st day of May 2019.



Jill Sandford
Chief Legal Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2019

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

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

PRODUCER Cross Insurance-Portland 2331 Congress Street Portland ME 04102		CONTACT NAME: Amanda Harding PHONE (A/C, No, Ext): (207) 780-1677 E-MAIL ADDRESS: aharding@crossagency.com FAX (A/C, No): (207) 780-6377	
INSURED		INSURER(S) AFFORDING COVERAGE	
FirstLight Fiber, Inc. 41 State St Albany NY 12207		INSURER A: Great Northern Ins Co INSURER B: Federal Ins Co INSURER C: Chubb National Insurance Company INSURER D: Beazley Insurance Co., Inc. INSURER E: INSURER F:	NAIC # 20303 20281 12777 37540

COVERAGES **CERTIFICATE NUMBER:** 19/20 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36052323	03/31/2019	03/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <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			73602544	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78187721	03/31/2019	03/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	207176-53-98	03/31/2019	03/31/2020	<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
D	Errors & Omissions			V267B5190101	03/31/2019	03/31/2020	Each Claim \$10,000,000

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

CERTIFICATE HOLDER State of New Hampshire, Department of Information Technology 27 Hazen Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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

Peter C. Hastings
Commissioner

November 4, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department Information Technology ("DoIT") to enter a contract with New Hampshire Optical Systems (VC # 230362), of Nashua, New Hampshire, for a total contract value of \$96,695.48, to provide dark fiber facilities to the Department. The contract term shall be from Governor and Executive Council approval through June 30, 2019 or five years from State acceptance of the dark fiber installation, whichever is shorter.

Funds are available for Fiscal Year 2014 as identified below.

Fiscal Year	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME- AGENCY NAME-ACCTG UNIT NAME	Amount
	CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC	
2014	01-03-03-030030-09790000- Network Ops Update 034-500099 - Major IT Systems	\$96,695.48
	Grand Total	\$96,695.48

EXPLANATION

This contract is for the provisioning of leased dark fiber facilities in Concord, New Hampshire. The dark fiber is optical fiber which is owned by the vendor and is already installed on telephone poles running between a point on Manchester Street to the Tobey Building on State Office Park South. The vendor will connect twelve strands of this optical fiber to fiber segments already owned by the State, making a complete circuit for the State. The State will be utilizing the fiber for its own purposes and not subscribing to any data services from the vendor and thus, with respect to the vendor, the fiber is unlit, or "dark". Fiber strands and cable shall be dedicated to the State for its operations and associated applications but maintained by the vendor. The installation shall be completely turn-key, requiring no labor from the State.

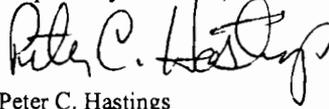
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council

Page 2

November 4, 2013

Through a competitive bidding process, Department of Information Technology issued a request for bids and received proposals from two vendors. New Hampshire Optical Systems has met all requirements and was the low cost bid.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter C. Hastings". The signature is written in a cursive style with a large, looping "H" and "S".

Peter C. Hastings
Commissioner

PCH/dcp
2013-146
A&E RID 14268

2013-146 Dark Fiber Bid Scoring					
Company	Company Address	Monthly	Monthly 5 Year Cumulative	Single Payment	Chosen
NH Optical Systems	Nashua, NH	\$ 1,767.00	\$ 106,020.00	\$ 96,695.48	x
FairPoint Communications	Manchester, NH	\$ 5,600.00	\$ 336,000.00	\$ 275,000.00	

Bid Reviewers

Name	Title
Frank Catarrese	DOIT Chief Technology Officer
Dennis LeClerc	Business Systems Analyst
David Perry	DOIT Contract Officer



Peter C. Hastings
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/doi

November 1, 2013

Frank Catanese
Chief Technology Officer
NH Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Dear Mr. Catanese:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with New Hampshire Optical Systems for the installation and operation of dark fiber cable as described below and referenced as DoIT No. 2013-146.

This contract is for the provisioning of leased dark fiber facilities in Concord, New Hampshire. Installation and maintenance shall be provided by the New Hampshire Optical Systems. Fiber strands and cable shall be dedicated to the State for its operations and associated applications. The amount of the contract is \$96,695.48 and it shall be effective upon Governor and Executive Council approval and for five years from State acceptance of the dark fiber cable or June 20, 2019, whichever is shorter.

Please inform this Department of upcoming events associated with processing this contract.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/dcp
RFP 2013-146

cc: Frank Catanese, CTO, DOIT
David Perry, DOIT BFA, IT Contracts

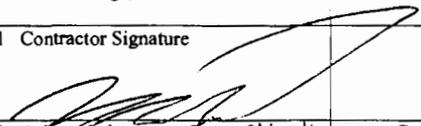
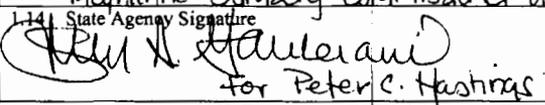
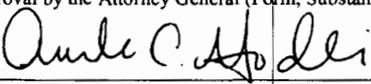
Subject: Dark Fiber Project

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 Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH	
1.3 Contractor Name New Hampshire Optical Systems		1.4 Contractor Address 10 North Southwood Drive Nashua, NH 03063	
1.5 Contractor Phone Number 603 459-4689	1.6 Account Number 01-03-03-030030-09790000 034-500099	1.7 Completion Date June 30, 2019 or 5 years from DOIT acceptance, whichever is shorter.	1.8 Price Limitation \$96,695.48
1.9 Contracting Officer for State Agency Peter C. Hastings, Commissioner		1.10 State Agency Telephone Number 603 223-5734	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory J Robert Carmichael CEO	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On November 5 th 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace MEAGHANNE L. BAMBERG, Commissioner of Deeds My Commission Expires September 4, 2018 Meaghanne Bamberg - Commissioner of Deeds			
1.14 State Agency Signature  for Peter C. Hastings		1.15 Name and Title of State Agency Signatory Director of Technical Support Services Dept. of Information Technology	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 11/7/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings

GLOSSARY OF TERMS AND ABBREVIATIONS

The following terms and abbreviations as defined below shall be used throughout this document.

Active Equipment- Equipment or facilities that require battery or domestic power to operate.

Agreement: Final contract signed by the Vendor and State, inclusive of all terms and conditions of the resulting contract.

Contract - Any agreement resulting from the award of this RFB.

Customer Premise Equipment (CPE) - State owned equipment located at individual state sites.

Day - A timeframe consisting of 24 hours for each 365 calendar days of the year.

Demarc or Demark - The point of interface (demarcation) that delineates State owned facilities and equipment from Vendor facilities and equipment. Demarks shall be those currently established by the State inclusive of wiring blocks and jacks.

Department - The State of New Hampshire, Department of Information Technology.

Down Time - Period of time where services are not active and available to users.

Hours - Continuous duration of time based on a 24-hour clock.

Information - All data and records developed or obtained during the performance of, or acquired or developed by reason of, the Contract, including but not limited to, all studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

Information Technology (IT) – refers to the tools and processes used for gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies.

Non-Work Day - Any period of time outside of the Work Day.

Passive Equipment – Equipment not including any electronics and not requiring power.

Premises - A leased or owned State office location requiring service from the Vendor.

Specifications – Written specification and general requirements set forth in the RFB.

State - The State of New Hampshire, Department of Information Technology.

Repairs - Services initiated through trouble reports to vendors regarding installed service malfunctions and resulting corrections.

RSA – Revised Statutes Annotated

State Facility - Any State occupied structure, inclusive of leased, rented or owned facility and locations.

Technology - The methods, procedures and associated equipment used to provide service.

Termination Equipment - Any equipment necessary for the connection of Vendor provided facilities to State equipment or facilities.

Vendor or Contractor - An individual, corporation or other entity and their subcontractor engaged in the business of supplying Communication Network Services and replying to this RFB.

Vendor Employee - Any individual employed by or subcontracted to a Vendor providing services to the State.

Work Day - A period of time between 8:00 A.M. and 4:30 P.M., Monday through Friday, excluding State holidays for State employees as noted on the Collective Bargaining Agreement in force with the State and its employees. Such days may vary with calendar years.

1. INSTRUCTIONS

1.1 Purpose

The purpose of this RFB is to obtain a Vendor for the provisioning of leased dark fiber facilities in Concord, New Hampshire. Fiber will be utilized by the State of New Hampshire with installation and maintenance provided by the Vendor. Fiber strands and cable shall be dedicated to the State for its operations and associated applications. The installation shall be completely turn-key, requiring no labor from the State to utilize cable from State building termination locations.

1.2 Offers

Vendors shall propose complete turn-key services, inclusive of all hardware, conduit, pole attachments, permits and facilities required to provide the service defined within this document.

1.3 Evaluation and Award of Contract

The State intends to award one contract to a qualified Vendor agreeing to meet all RFB requirements, based upon the lowest cost of services from qualified vendors as noted in **Appendix A Pricing**. The Vendor chosen for award should be prepared to have their response, along with other written correspondence concerning this RFB as accepted by the State included in the contract. Any false or misleading statements found in the vendor response shall be grounds for disqualification. The State reserves the right to reject any and all RFB responses at its discretion.

1.4 Contract Duration

Resulting contracts shall begin upon Governor and Executive council award. Timeframe allows the Vendor approximately six (6) months to complete connectivity between 45 South Fruit Street and Manchester Street in Concord, New Hampshire. Lease will run for five years after completion of connectivity. Invoices for service shall be forwarded to the State only after completion of installation, delivery of test results per RFB specifications and fiber facilities are presented and accepted by the State as ready for use. A total of 60 monthly invoices shall be delivered to the State. Invoices shall only be delivered at the end of a service month with payments covering the previous calendar month of service.

At the State's option as defined in Appendix A, the State may accept a single charge resulting in a single payment.

Contracts may be extended for additional periods of time under the same terms, conditions and pricing structure upon mutual agreement between the successful Vendor and the State, with the approval by Governor and Executive Council.

1.5 Optional Vendor Conference

An optional Vendor Conference will be held at the following location at the time and day identified in Section **1.8 Schedule of Events**:

Department of Information Technology
27 Hazen Drive
Concord, NH 03301

The purpose of the Vendor Conference is to clarify any section of this RFB and consider any Vendor questions.

All written questions received prior to the vendor conference will be read aloud and will receive unofficial oral responses at the conference. Official written answers to these questions will be distributed in accordance with Section **1.6: RFB Inquiries** of this RFB.

RSVP to david.perry@doit.nh.gov Vendors are strongly urged to attend. Vendor attendance is limited to not more than two (2) representatives per Vendor.

1.6 RFB Inquiries

All inquiries concerning this RFB shall be made in writing, citing the RFB Title, RFB number, page, section, and paragraph, submitted by e-mail to: david.perry@doit.nh.gov

1.6.1 Identify Question Source

Question submissions must clearly identify the Vendor's name, address, name of the person submitting the question, E-mail address and telephone number. It is the sole responsibility of the Vendor to verify receipt of submissions via a confirmation call to 603-223-5734. The State shall not be held responsible for technical malfunctions or other hindrances limiting the receipt of communications.

1.6.2 Written Responses

The State assumes no responsibility for any understanding or representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such understanding or representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of this RFB unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's RFB response.

1.6.3 Inquiry Due Dates

Final inquiries must be received no later than the date specified in Section *1.8 Schedule of Events*. Inquiries received after this date and time will be addressed only if they are deemed by the State to be critical to the competitive selection process. An official written answer will be provided to all questions meeting these requirements.

1.6.4 RFB Addendums

If the State finds it necessary to amend this RFB, then addendums will be released on a State web site at http://admin.state.nh.us/purchasing/bids_posteddte.asp. Addendums will be clearly marked as such and will be serially numbered. Failure of any qualified vendor to receive an addendum or the notification of all addenda numbers shall not relieve such vendor from any obligation under the RFB or obligate the State in any way. All addenda so issued shall become part of this RFB. No one is authorized to amend this RFB by oral communication. No one other than the Department of Information Technology has the authority to amend this RFB.

1.7 RFB Instructions and Signature

The State encourages free and open competition among vendors. Specifications, requirements, and conditions are designed to accomplish this objective, consistent with the State's needs and guidelines.

1.8 Schedule of Events

RFB release, Vendor Inquiry Period begins (approximate date)	4/17/2013	
Vendor RSVP to attend Vendor Conference including number of representatives attending	4/26/2013	
Optional Vendor Conference	4/30/2013	1:00 P.M.
Vendor Inquiry Period ends	5/6/2013	4:30 P.M.
State Responses to Vendor Inquiries	5/9/2013	
<u>Final date for RFB response submission</u>	5/30/2013	2:30 P.M.

1.9 General Vendor Eligibility Requirements

In order to submit a response to this RFB, the Vendor must provide all proposed services via its own fiber facilities or the resale of another provider's fiber facilities. The State of New Hampshire must be listed as the customer of record with the primary service provider.

In order to be eligible, Vendor must have a thorough background in the fiber optic cabling installation and service, and have supplied similar services for customers of similar size requirements as those of the State, for a period of not less than three years.

Vendors must have and retain throughout the duration of any resulting contract, all licenses, registrations and permits required by Federal, State or local laws for contract performance. In addition, all Vendor manufacturer and industry certifications must be kept current, with personnel maintaining training updates as required for certification.

It is the sole responsibility of the Vendor to furnish the State with sufficient documentation to determine the capabilities of the Vendor and their ability to provide the services as defined.

1.10 State of New Hampshire Vendor Application

Vendors must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property prior to contract. See the following website for including Vendor Registration Guidelines:
<http://admin.state.nh.us/purchasing/vendorresources.asp>

1.11 New Hampshire Secretary of State Registration

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications:
<http://www.sos.nh.gov/corporate/Forms.html>.

1.12 Vendor Offerings

Vendors shall provide services as defined within under the terms and conditions as noted. Offer and prices shall not vary by tariff or alterations unless formally amended by the State with approval of Governor and Council.

1.13 Purchase Outside of Contract

The State reserves the right to contract for these services outside of the awarded contract where it is deemed appropriate by the State.

1.14 Cancellation of RFB

The State reserves the right to cancel any and all RFBs.

1.15 Restriction of Contact with State Employees

From the date of release of this RFB until Vendor selection, all contacts with personnel employed by or under contract with the State, and associated with the Bureau of Statewide Telecommunications, must be approved by the State Point of Contact noted on the first page of this document.

1.16 Non-Exclusive Agreements

Final contract shall be a non-exclusive contract. The State may, at its sole discretion, retain other Vendors to provide equipment, products or services

1.17 Termination

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

2. SERVICE LOCATIONS AND PATHWAYS

The Vendor shall provide twelve strands of single mode fiber facilities between Tobey Building located at 45 South Fruit Street and a cable vault located at the intersection of Manchester Street and Old Turnpike Road in Concord, New Hampshire. Estimated distance in 3.06 km (1.9 miles). Contractor response shall include all facilities, equipment and labor necessary to install cable and splice to State fiber on Manchester Street, and terminate fiber strands as required.

See pictorials and diagram in Attachment 2 for termination locations.

2.1 Cable Path

The State does not intend to define fiber pathways. Nevertheless, the State intends to avoid duplicate pathways with alternate service installed along Pleasant St. Vendors may use any pathway available to them with the exception of Pleasant Street. Access to the 45 South Fruit Street (Tobey Building) must be obtained via South Fruit Street. Anticipated cable installation will follow the pole route parallel to South Fruit Street, entering a proposed State 4" PVC conduit on the Governor Hugh Gallen Office Park connecting South Fruit Street to the Tobey Building. It is the responsibility of the Vendor to obtain required permits and access to utility poles when connecting to the conduit. The Vendor shall be responsible for all cable pathways, obtaining required rights-of-

way, utility make ready, conduit, conduit installation, cable provisioning, and all related equipment and installation logistics.

2.2 Private Conduit

All conduits other than that at the 45 South Fruit Street drop location are privately owned. Vendor shall make arrangements with private parties to obtain access as necessary to install fiber.

The installation requires crossing the Merrimack River along Manchester Street (US Route 3) near exit 13 of I93. The Vendor must define and obtain river crossing at their cost. In all cases, cable shall be spliced to cable within the State owned vault, and no other location. The Vendor shall be responsible for the installation of any required conduit penetrating the manhole and connecting to the river crossing..

3. SCOPE OF SERVICES

3.1 Service Offering

Vendors shall propose managed fiber services with un-metered bandwidth to support any number of initiatives including SONET, DWDM, ATM, Voice over Internet Protocol and video applications.

3.2 Ownership

The Vendor shall be responsible to obtain and maintain pathways, conduit, permits, pole access, fiber cable, innerduct, 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, obtain 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.

3.3 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.

3.4 Termination Equipment at 45 South Fruit Street

Termination in the 45 South Fruit Street location shall include building penetration though proposed State conduit, with cable extended to a computer room located within 10 meters of building penetration. Vendor shall install an Optical Line Interface Unit (OLIU) terminating into SC type connectors on a Vendor provided rack mounted patch panel. The Vendor must install a minimum of three innerducts within the 4" conduit to allow for future installations.

3.5 Manchester Street Connection to State Fiber

Vendor shall be required to provide fusion splices to State owned fiber within the vault on Manchester Street. Only fusion splices shall be accepted. Vendor installed fiber must be fully compatible with existing cable, resulting in minimal reflection and refraction, retaining current .5db per kilometer loss specifications. Existing cable is 192 strand General Cable Next Gen part number AE1924M1A-DWB loose tube, low water peak, gel filled single jacket cable

3.6 Penetrations

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

3.7 Vault Equipment

Any equipment installed in a vault, inclusive of cable, racks, splice cases, attachments and ancillary items must be designed for vault installation and water tight, meeting National Electrical Manufacturer's Association (NEMA) requirements. Unistrut (or exact duplicate) framing must be utilized to insure proper cable and splice support. All equipment must be properly grounded, inclusive of cable if a metallic tracer is used within the cable. The Vendor must define all such equipment and devices within Attachment 1 Vendor Equipment.

3.8 Cable Characteristics

The service shall be provided via single mode 8.0 to 9.5 μm fiber with 125 μm clad strand cable with the proper casing characteristics and environmental requirements meeting industry standards for the installation environment. Cable must be low water peak, with minimum wavelength distortion.

3.9 Cable Loss Measurements

Vendor is only responsible for vendor owned and installed cable, Vendor is not responsible for the loss measurements of any preexisting sections of the run, however vendor shall identify the location of any breaks in the State owned portion of the run and report such to the State (including the exact location of the break) so that the State can have it repaired. Vendor cable must not exceed a loss level of .3 dB per kilometer including all splices, testing with a 1550 nm optical source. The cable must 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 .3dB or less per connector, not to exceed of 1db maximum connector allowance (two connectors maximum) per run. Vendor's cable loss testing must be compliant TIA/EIA 526-7 Measurement of Optical Power Loss of Installed Single Mode Fiber Cable Plant.

Vendor shall test cable throughout its entire length, from the 45 South Fruit Street demarcation point, through the Vendor installed splice, and terminating at 110 Smokey Bear Blvd. to insure loss of less than .5dB per Km in overall testing. Testing shall include the use of an Optical Time Domain Reflectometer (OTDR) with a printed readout, verifying the required fiber response and loss characteristics. The Vendor shall work with the State to properly identify available fiber for splicing within the vault to the 110 Smokey Bear Blvd. demarc.

All cable must be tested for 100GBps transmission, insuring transport within the above specifications. Testing should be done with 100GB test equipment which must comply with IEEE approved 100GB test set.

3.10 Transport Limitations

Vendor facilities must 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.

3.11 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.

3.12 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 must be provided independent of local power, UPS backed or otherwise, ensured for emergency readiness, independent of all in building systems.

3.13 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.

3.14 Response to Trouble Calls

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

3.15 Critical Maintenance and Escalation

The Contractor must 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.

3.16 Dependability

Except for an event of Force Majeure, services must be maintained at a 99.99% dependability factor, reflecting that service is available for use 99.99% of the time based upon a 30 day time period. If this standard is not met during any month, the Vendor shall provide to the State credits equal to the monthly recurring charge for each fiber segment that fails to meet the dependability standard. In addition, if a fiber segment becomes intermittent in connection or transport and repeatedly fails accumulating more than 120 minutes of downtime over a 30-day period, the State may direct the Vendor to replace the fiber and related equipment. 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.

FORCE MAJEURE - Except for payment of the IRU fee and other amounts under this Agreement, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

3.17 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.

3.18 Premise Access

Vendor will be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. Vendor must 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.

3.19 Installation Standards

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

3.20 Subcontractors

Vendor shall be entirely responsible for any subcontractors, subcontractor work, payment and liability. Vendors and Subcontractors shall in no way be considered employees of the State.

3.21 Travel and Equipment Delivery Expenses

No travel expenses nor equipment delivery charges shall be paid by the State

3.22 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.

3.23 State Agency Project/Status Meetings

The Vendor must participate in project and/or status meetings with State employees (or designees) during the term of any resulting contract, as required by the State. It is anticipated that the beginning of the project will require, at a minimum, weekly project/status meetings.

Meetings shall include the State Project Manager (or designee) and the Vendor Project Manager. Other State staff or project members will attend as mutually agreed upon by the State and Vendor Project Managers. State Senior Management will be kept informed on the project status via attending the meetings or, in the event of a major decision, by scheduling a Senior Management meeting.

Meetings will cover the technical, schedule, and resource aspects of the project. Emphasis should be placed on the accomplishments for the concluded reporting period, the planned activity for the future reporting period, and identification and resolution of all issues and problems. The review shall be conducted at a time and location to be determined jointly by the State and Vendor Project Managers. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the State and Vendor Project Managers.

3.24 Administration

The Vendor shall assign a dedicated financial representative to the State account that 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.

3.25 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.

4. STAFFING

Both the State and the Vendor shall provide a contract manager and associated staffing for the administration of any resulting contract.

4.1 Primary State Contact

The contracting officer and primary contact for the State shall be:

David Perry
Department of Information Technology
27 Hazen Drive
Concord, NH 03301
E-Mail: david.perry@doit.nh.gov

The State may at any time designate an alternate contracting officer or delegate responsibilities among additional employees.

4.2 Primary Vendor Contacts

Vendor must provide a primary contracting officer for all services provided to the State.

4.3 Vendor Account Management

The Vendor single point of contact must be provided with a team of Vendor representatives to work in conjunction with the State and any State Vendor regarding the interface of any and all supported equipment.

4.4 Invoicing Service Support

The Vendor shall provide dedicated financial representatives knowledgeable in the Vendor invoicing systems, associated input, and corrective activities to resolve billing discrepancies.

4.5 Account Team Access

Vendor must provide telephone, facsimile, and e-mail access to each individual on the Vendor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis.

4.6 Security Review

Prior to entering any State facility, each Vendor and/or subcontractor employee must obtain security clearance from the State. Each employee's name, social security number and date of birth must be provided. *No Vendor employee shall be allowed on a job site without first obtaining such clearance for the life of any resulting contract and extensions thereof.* These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision, and access shall be granted on a pass/fail basis only. The State shall not be required to provide any details as to the acceptance or rejection of site access to Vendor personnel. The following security requirements apply:

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

- The State may require that a Vendor employee be precluded from entry into any facility. The Vendor shall replace any employee working at such locations when directed by the State.
- The Vendor shall provide written notice to the Telecommunications Section of any changes of Vendor employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
- All Vendor personnel must comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Vendor must provide replacement personnel immediately in order to meet assigned installation dates.

4.7 Status of Vendor Employees and Subcontractors

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

4.8 Vendor Employee Reassignment

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

4.9 Picture ID

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

5. RESPONSE SUBMISSION, DEADLINE AND LOCATION INSTRUCTIONS

5.1 Response Due Date

Responses to this RFB must be received by the Department of Information Technology, no later than the time and date specified in paragraph *1.8 Schedule of Events*.

5.2 RFB Submission

RFB responses may be submitted via e-mail to david.perry@doit.nh.gov. It is the Vendor's responsibility to verify RFB receipt. Contact State Point of Contact to verify receipt.

RFB responses may be submitted in CD format, USB memory stick with protected files or other common electronic media. Floppy disk format will not be accepted.

RFB response may be sent to the mailing address listed below. Be sure to write the RFB Number on the outside of the package.

5.3 Addenda

If any Addenda are issued, a signed copy must also be included with your response.

5.4 Pricing Format

Vendor may NOT submit pricing in any format other than that of the tables provided.

5.5 Inclusions

Responses must include all the materials requested in this RFB document.

5.6 Responses must be addressed to:

David Perry
State of New Hampshire
Department of Information Technology
27 Hazen Drive,
Concord, New Hampshire 03301

5.7 RFB Delivery Date

All responses must be received by the Department of Information Technology on or before the RFB Opening Date and Time stated on the first page of this RFB. Vendors mailing their responses must allow sufficient time for delivery by the deadline. RFB responses received at the Bureau of Purchase and Property later than the specified date and time will not be considered.

5.8 RFB Opening

Vendors wishing to attend the RFB Opening: Only the names of the Vendors submitting responses will be made public. RFB information will be published on the Purchase and Property web site if and when an award is made.

5.9 RFB Delivery

Delivery of the Responses shall be at no expense to the State. The time of receipt shall be considered when a Response has been officially documented by the Department of Information Technology as having been received at the location designated above. The Department of Information Technology accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be at no expense to the State.

5.10 RFB Soft Copy

Soft copy of the RFB in Microsoft format is available by e-mail request to the State Point of Contact. Any change in RFB content as presented in the Vendor Response shall be rejected. The State shall not be held responsible for technological issues or format compatibility with Vendor equipment.

5.11 RFB Alteration

The original RFB document is on file with the State of New Hampshire, Department of Information Technology. Vendors are provided an electronic version of the RFB. Any alteration to this RFB or any file associated with this RFB is prohibited. If a Vendor has altered, modified, deleted or taken exception to the contents of this RFB, the Vendor will be required to withdraw such alterations, modifications, deletions or exceptions to be considered for award.

5.12 Response Soft Copy

Vendors must provide soft copy of questions compatible with MS Word if forwarded by traditional postal carriers. Vendors are strongly encouraged to submit inquiries via e-mail.

5.13 Official Responses

The State intends to issue official responses to properly submitted inquiries on or before the date specified in *1.8 Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFB on its own initiative or in response to Vendor inquiries at any time and as it deems appropriate. Oral statements, representations, clarifications or modifications concerning the RFB shall not be binding upon the State. Official responses will be made in writing.

5.14 RFB Amendments

The State reserves the right to amend this RFB at its discretion, prior to the RFB submission deadline. In the event of an amendment to this RFB, the State, at its sole discretion, may extend the submission deadline as it deems appropriate.

5.15 Non-Collusion

The Vendor's signature on a Response submitted in response to this RFB guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible Response.

5.16 Validity of Offer

Offers must be valid for one hundred and eighty (180) days following the deadline for submission of Vendor Response in *1.8 Schedule of Events*.

5.17 Property of the State

All materials received as a result of this RFB shall become the property of the State of New Hampshire. RSA 21-1:13-a, II- (1988) provides, in part, that no information shall be made available to the public concerning invitations or Vendor responses to public RFBs from the time the RFB is made public until a contract is actually

awarded, in order to protect the integrity of the process. At that time all vendor responses will be disclosed to the public to the extent required by the statutes governing access to public records and meeting (the "Right to Know" law), RSA Ch. 91-A.

5.18 Confidentiality of a Response

A Response must remain confidential until the Effective Date of a resulting Contract. A Vendor's disclosure or distribution of a Response other than to the State will be grounds for disqualification.

5.19 Public Disclosure

Generally, all responses (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a RFB response that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a RFB response that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a RFB response, or related material, which is not so marked. Marking an entire RFB response, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a RFB results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a RFB response, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendor acknowledge and agrees that the State may disclose any and all portions of the RFB response, or related materials which is not marked as confidential. In the case of RFB responses or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the RFB response or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a RFB response, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

5.20 Non-Commitment

The solicitation of this RFB shall not commit the State to award a contract. The State reserves the right, at any time and at its sole discretion, and without any obligation or liability to any Vendor, to reject any and all Responses, or any portions thereof; to cancel this RFB; and to solicit new Offers under a new acquisition process.

5.21 Liability

By submitting a Response, Vendors agree that in no event shall the State be either responsible for or held liable under any circumstances for any costs incurred by Vendors in the preparation of or in connection with the RFB, or for work performed prior to the Effective Date of any resulting contract.

5.22 Oral Presentations and Discussions

The State reserves the right to require Vendors to make oral presentations, provide demonstrations, and conduct discussions of their proposed solutions. The State will not be liable for any costs associated with an oral presentation, demonstration, and discussions.

5.23 Contract Provisions

The Vendor's signature on a RFB response subtitled in response to this RFB guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

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

5.24 Submission Requirements

The single Vendor shall be responsible for submitting the Response on behalf of any team of Vendors.

The State reserves the right, at its sole discretion, to waive minor irregularities contained in a Response. If there is a discrepancy between the unit price and the extension, the unit price will prevail. In addition, if there are other mathematical errors, the State reserves the right to adjust the final calculation.

5.25 Agreement to Accept and Abide by this RFB and RFB Process

By submitting a Response to this RFB, the Vendor accepts as lawful and binding, and agrees to:

- Abide by the RFB submission requirements set forth in this RFB;
- The State's use of the RFB selection and contract award process set forth in this RFB; and
- The State's sole right to reject any or all Responses at any time and in its sole discretion.

5.26 RFB Response Format: RFB Response should follow the following format:

- A Response should be provided in standard 8 1/2 x 11 inch printable format.
- Each page of a Response should include a page number of total pages and identification of the Vendor in the page footer.
- Exceptions for paper and font sizes are permissible for Graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and Material in appendices.
- Soft copy shall be in Adobe Acrobat .pdf format, abiding by all document formatting requirements as included within this RFB. Soft copy media shall be either Compact Disc (CD) or memory stick utilizing a USB port connection.

5.27 RFB Response Organization: RFB Responses must adhere to the following outline.

- Transmittal Letters
- Released Addenda
- Complete RFB as Released by the State
- Executive Summary
- Company Profile
- Narrative
- Glossary of Terms and Abbreviations
- RFB Appendix A: Pricing Worksheets
- Attachment I: Vendor Equipment

5.28 Transmittal Letter

The Vendor must submit a signed Transmittal Letter with the Response using the Transmittal Letter template provided at the front of this document. Any alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Response being rejected.

5.29 Released Addenda

Addenda may be issued for the purpose of change or clarification to the original RFB. Each Addendum must be printed, filled out, signed and inserted in the order in which they were released. The State shall not be held responsible for Vendor failure to download, print and sign addenda.

5.30 Complete RFB as released by the State

Vendor must submit a complete copy of the RFB including an uncompleted copy of the Form P-37 and all subsequent documents as included in the original RFB release.

5.31 Executive Summary

Vendor Executive Summary of five (5) pages or less, identifying how the Response satisfies the RFB requirements. The executive summary must include an overview of the Vendor's proposed services, the network providing service, a description of the Vendor facilities and subcontractor facilities and general company operations, and a detailed work plan defining how services will be implemented, including timeframe to implement and service interruptions. The Vendor must clearly identify their qualifications to meet the requirements defined in the RFB and offer services that reveal a clear understanding of the RFB requirements.

5.32 Company Profile: Full details regarding the following items:

- Full legal company name;
- Year business started;
- If applicable, information on any parent/subsidiary relationships with any other company or companies;
- State of incorporation;
- Location of headquarters;
- Current number of people employed;
- Details of any litigation your company may be a party to in which an adverse decision might result in a material change in the company's financial position or future viability;
- Presence in the State of New Hampshire

5.33 Narrative: The following items identify specific topics for narrative.

5.33.1 Delivery

The Vendor must describe their capability of delivering the fiber services, inclusive of experience, working knowledge and company capabilities. The State will evaluate Vendor working knowledge of providing dependable fiber connection service.

5.33.2 Experience

The Vendor must prove a minimum of three (3) years experience in the cabling or telecommunications industry and demonstrate its experience with similar accounts. Provide a minimum of three similar projects completed within the past 36 months. Include the length of time for the project, contracted dollar value of the project, project description, and affirm if the project was completed on time and within the contracted dollar amount. Vendor must provide current references for each project, including the following:

- Name;
- Title;
- Address;
- Phone/fax numbers;
- E-mail address;
- Description of project including start date and finish date.

5.33.3 Status Meetings and Reporting

The State believes that effective reporting through meetings and written reports are essential to project success. The Vendor must include in the Narrative their agreement to host meetings, provide meeting minutes and clerical support. At a minimum, the State expects the following:

Introductory Meeting: Participants will include key Vendor staff and State project leaders from the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

Kickoff Meeting: Participants will include the State and Vendor project teams. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include project leaders from the Vendor and the State. These meetings, which will be conducted at least biweekly, will address overall project status and any additional topics needed to remain on schedule and within budget. A status report from the Vendor will serve as the basis for discussion.

Special Meetings: Need may arise for a special meeting with State leaders or project stakeholders to address specific issues.

5.33.4 Quality Assurance Approach

Describe the methodology that will be employed to assure that the support Services delivered are of high quality before submission for State consideration. Discussion should include, but not be limited to metrics required, timelines based on SLA and reporting details.

5.33.5 Project Work Plan

Describe a proposed project work plan including milestones, timeframes and dates reflecting the Vendor ability to meet timeframes noted within this RFB. Include the date of handoff of services to the State.

5.33.6 Service Response

Describe how the Vendor will provide Emergency Maintenance services.

5.34 Glossary of Terms and Abbreviations:

Vendor must provide a glossary of all terms, acronyms and abbreviations used in the Response.

5.35 RFB Appendix A: Pricing

Provide **Appendix A: Pricing** as indicated within that Appendix.

5.36 Attachment 1 Vendor Equipment

List all equipment (manufacturer and model) associated with services including optical line interface units (OLIUs), regenerators and proposed fiber cable.

Exhibit A Services and Equipment

Status Meetings and Reporting

NHOS agrees to host meetings, provide meeting minutes and clerical support to include the following:

- An "Introductory Meeting" with key NHOS/Waveguide and State project leaders from the DOIT
- A "Kick-off Meeting" to include the State and NHOS/Waveguide Project Teams- This meeting is to establish a sound foundation for activities that will follow.
- On-Going Meetings
 - Weekly (in the beginning) and Bi-Weekly Status Meetings, participants will include project leaders from NHOS/Waveguide and the State. These meetings will address:-Overall Project status and any additional topics needed to remain on schedule and within budget. NHOS will provide a Status Report as the basis for discussion.
 - Special Meetings may arise to address specific issues, State leaders or project stakeholders will be the attendees.

Quality Assurance Approach and Service Response

NHOS shall utilize existing Network Operations and Maintenance policies as outlined below.

NHOS shall provide upon request a quarterly stewardship report that includes an account summary, trouble ticket analysis and availability by circuit.

NHOS Contact and Escalation Policies Overview

Customer Contact Procedure:

NHOS shall provide (24) twenty-four hours a day, (7) seven days a week Network Operations support including personnel to coordinate maintenance, restoration and testing activities on the NHOS Network.

**If the State experiences a NHOS service issue should immediately contact NHOS by calling
(866)-983-4237**

**Non-Emergency questions or requests should be sent to the general delivery email account:
noc@nhosystems.com**

Upon receiving notification of a potential service issue, NHOS will begin coordinating troubleshooting activities to determine possible issue and appropriate response. NHOS will provide status updates on a consistent basis including estimates of time to repair as applicable.

The State must provide contact information and the appropriate Circuit ID. Incidents will remain open until satisfactory resolution is reached from the customer perspective.

NHOS Escalation Contacts

All service-affecting faults are designated with a Critical severity and are treated aggressively by Network Operations personnel, supported by a proactive escalation and customer notification policy that includes automatic management escalations if the problem remains unresolved for an extended time. The purpose of escalating an open case is to ensure that all appropriate resources are focusing on solving the problem and executing an action plan to resolve the issue.

Network Operations personnel will utilize internal escalation procedures, however, if there is an incident that requires further escalation the State may use the contacts matrix below:

Initial Contact		Surveillance	Network Operations – 866.983.4237
1st Level		Supervisor Level	Lester Milton – 978.423.8209
2nd Level		Director Level	Brad Pierantozzi – 617.999.5388
3rd Level		VP/C Level	Bob Brown – 978.423.8208
4th Level		President	Rob Carmichael – 978.808.0347

NHOS Escalation Timelines and Severity Designations:

CRITICAL	Immediate	Immediate	30 Minutes	90 Minutes	3 Hours
MAJOR	Immediate	30 Minutes	2 Hours	6 Hours	1 Business Day
MINOR	Immediate	4 Hours	1 Business Day	5 Business Days	

Prioritization of service incidents are based on the following severity designations:

- Critical:** A critical incident is defined as a service affecting fault. Critical incidents include service outages as well as degradation below technical specifications.
- Major:** A major incident is defined as one in which the service is degraded, however, remains functional. A major incident is also one in which service is lost briefly but has restored with full functionality and no further degradation of service.
- Minor:** A minor incident is defined as any non-service affecting or potentially service affecting issue.

NHOS Internal Escalation Procedures:

Critical Severity:

- Initial inbound Customer calls will be received by Surveillance and Monitoring personnel.
- Surveillance and Monitoring will notify 1st Level Operations personnel immediately. The 1st Level contact will be responsible for initiating additional response times and escalations as outlined.
- After being contacted during a critical incident, 1st Level will immediately send out an email to the internal Outage distribution list informing the entire NHOS response team that there is a critical severity issue.
 - The escalation contact at each level is responsible for ensuring the next level escalation point is made aware of the issue at the appropriate time.
 - During critical issues the escalation contact at each level will skip to the next escalation contact immediately if the appropriate contact on the escalation matrix cannot be reached.
- 1st Level will complete a preliminary analysis of the reported information and will call the on-call technician to initiate dispatch.
- The on-call technician will immediately dispatch to the suspected trouble location.
 - NHOS will dispatch to any site requiring emergency maintenance with technician to be onsite within 2 hours of being notified of issue, unless delayed by circumstances beyond reasonable control.
- Operations will perform isolation activities and will engage appropriate Engineering personnel as needed.
 - Engineering personnel will be responsible for customer communication as required.
- Operations will provide an update to the internal Outage distribution list every hour until the trouble is isolated.
- Once the trouble is isolated, Operations will provide an estimated time to repair (ETR) and suspected cause to the internal Outage distribution list to be provided to internal and customer contacts.

- NHOS will use **reasonable efforts to complete repair** within an average of six hours, measured from which time it is deemed safe for personnel to begin restoration activities.
- Operations will initiate restoration. Updates will be provided to the internal Outage distribution list upon material changes including passing the ETR without resolution.
- Upon successful restoration, Operations will provide information to the internal Outage distribution list regarding cause and corrective actions to be provided to internal and customer contacts.
- Customer contacts will receive final restoration information from Engineering support personnel as well as details on any follow-up activities required such as scheduled maintenance.
- Engineering and Operations personnel are responsible for ensuring that network documentation is current and reflects what was deployed/changed during maintenance events.
- Within 24 hours of an outage, Engineering and Operations personnel will schedule a post mortem review if required.

Major/Minor Severity

- Initial inbound Customer calls will be received by the Surveillance and Monitoring personnel.
- Surveillance and Monitoring will notify 1st Level Operations personnel immediately. The 1st Level contact will be responsible for initiating additional escalation and response times as outlined.
- The escalation contact at each level is responsible for ensuring the next level escalation point is made aware of the issue at the appropriate time. No use of internal Outage distribution email is required during a minor/major incident.
- Operations will perform troubleshooting activities and will engage appropriate Engineering personnel if needed.
 - Engineering personnel will be responsible for customer communication as needed or will coordinate communication with Project Management team.
- Customer contacts will receive final incident information as needed from Engineering or Project Management.
- Engineering and Operations personnel are responsible for ensuring that network documentation is current, and reflects any changes that may have been made during troubleshooting activities.

Project Work Plan

ID	Task Mode	Task Name	Duration	Start	Finish	W	T	F	S
1		State of NH Dark Fiber Plan 10-2013-146	136 days	Wed 9/4/13	Wed 8/22/14				
2									
3		UM - Pole Applications	30 days	Wed 9/4/13	Tue 10/15/13				
4		UM - Utility MR (3 poles)	90 days	Wed 10/16/13	Tue 2/18/14				
5		UM - Pole Licensing	1 day	Wed 2/19/14	Wed 2/19/14				
6		UM - Third Party MR	1 day	Thu 2/20/14	Thu 2/20/14				
7		Ops - Framing/Strand Placement	1 day	Fri 2/21/14	Fri 2/21/14				
8		Ops - Fiber Placement and Lashing	1 day	Fri 2/21/14	Fri 2/21/14				
9		Ops - Max Cell Installation	1 day	Fri 2/21/14	Fri 2/21/14				
10		Ops - Fiber Placement: Conduit	1 day	Mon 2/24/14	Mon 2/24/14				
11		Building Entrance	0 days	Tue 2/25/14	Tue 2/25/14				
12		Ops - Mileston: ISP Build with Fiber Patch Panel	0 days	Tue 2/25/14	Tue 2/25/14				
13									
14		UM - Permitting	21 days	Wed 9/4/13	Wed 10/2/13				
15		Ops - Conduit Build	7 days	Thu 10/3/13	Fri 10/11/13				
16		Ops - Manhole Breakout	14 days	Mon 10/14/13	Thu 10/31/13				
17		Ops - Fiber placement: Conduit	1 day	Fri 11/1/13	Fri 11/1/13				
18		Ops - Fiber Identification to 110 Smokey Bear Blvd	5 days	Mon 11/4/13	Fri 11/8/13				
19									
20		Ops - Fiber Testing - 45 South Fruit St. to Manchester St.	1 day	Tue 2/25/14	Tue 2/25/14				
21		Ops - Fiber Testing - Manchester St. to 110 Smokey Bear Blvd.	1 day	Mon 11/11/13	Mon 11/11/13				
22		Ops - Fiber Splicing	1 day	Wed 2/26/14	Wed 2/26/14				
23		Ops - Mileston: Fiber Testing - 45 South Fruit St. to 110 Smokey Bear Blvd	0 days	Thu 2/27/14	Thu 2/27/14				
24									

ATTACHMENT 1 TO EXHIBIT A VENDOR EQUIPMENT

List all equipment (manufacturer and model) associated with services including optical line interface units (OLIUs), regenerators, proposed fiber cable, fusion splicer and test equipment.

SPLICERS

Core Align Splicer Sumitomo - Type 39
Core Align Splicer Sumitomo - Q101
cladding Align Splicer Sumitomo - Type 46S
Core Align Splicer Sumitomo - Type 36
Mass Fusion Splicer Sumitomo - Type 66
Mass Fusion Splicer Siecor - C752

Cable

Non Armored Gel Free 24Ct Sumitomo Electric Wave
Armored/Plenum Rate General Cable

POWER METERS

Powermeter/Source EXFO - 3930
Powermeter/Source EXFO - FPM 302

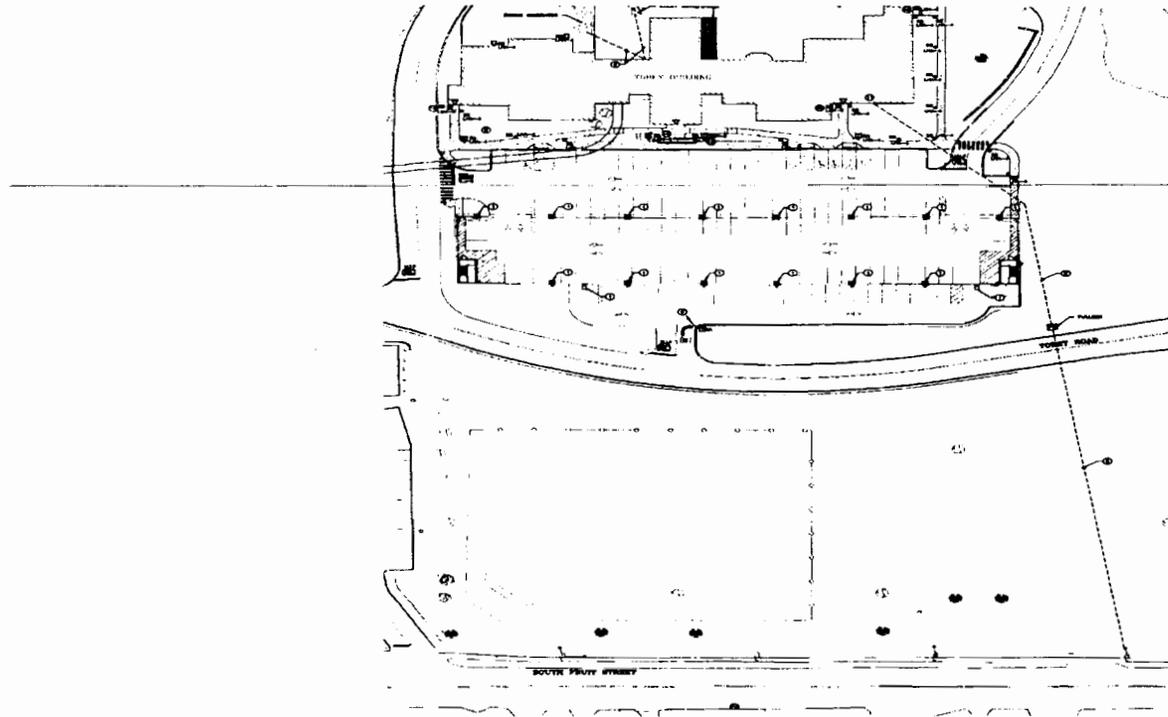
Test Equipment

OTDR EXFO - FTB-400
OTDR EXFO - FTB-200
OTDR EXFO - FTB-200
OTDR EXFO - FTB-500
OTDR EXFO - FTB-300
OTDR EXFO - FIS Firecat

LIGHT SOURCES

VFL EXFO - FTB-200
VFL EXFO - FLS-240

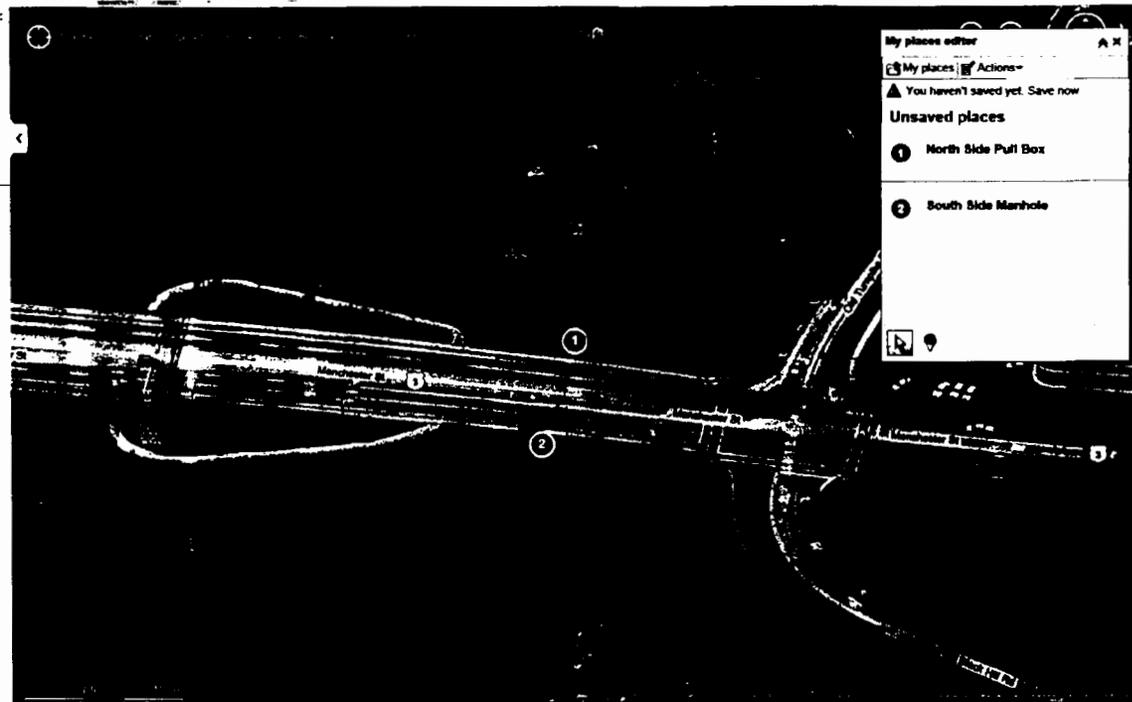
ATTACHMENT 2 to Exhibit A
Fruit Street to Tobey Building Conduit



ELECTRICAL SITE PLAN

5. ROUTE 3-4" SCHEDULE 40 PVC CONDUIT FROM BUILDING TO THE UTILITY POLE VIA INTERMEDIATE PULLBOX FOR TELECOMMUNICATIONS CABLING. COORDINATE ROUTING AND TERMINATION OF CONDUIT WITH TELECOMMUNICATIONS UTILITY COMPANIES.

**ATTACHMENT 2 to Exhibit A
Manchester Street Manhole Location**



Manchester Street, General Location

U.S. 3 - Google Maps

Page 1 of 1

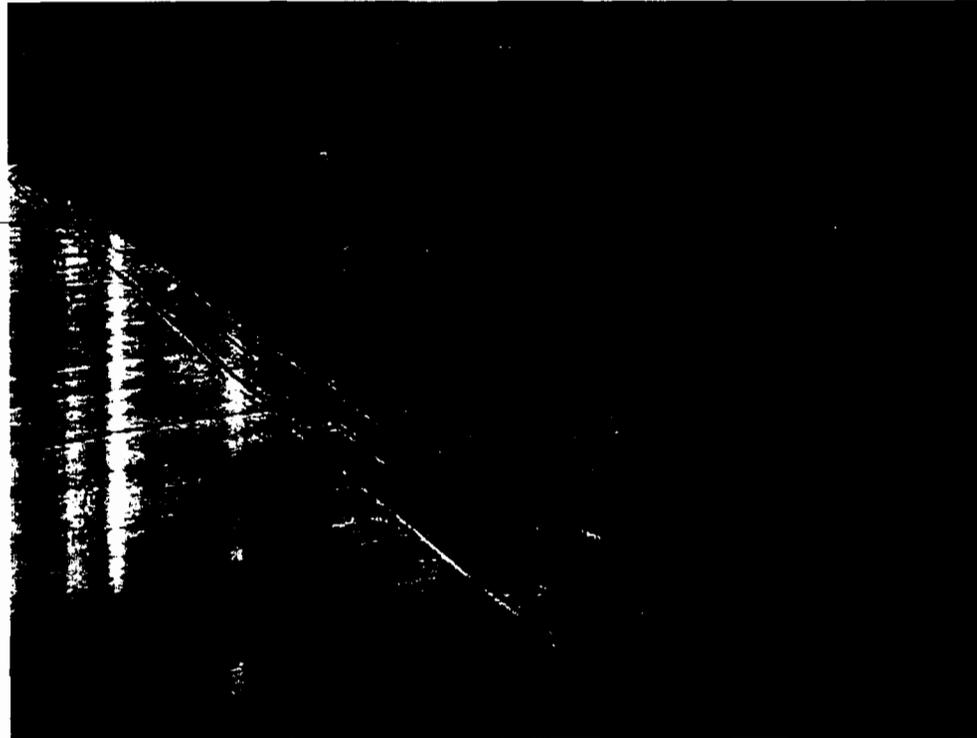
Google

Address: U.S. 3
Auburn, NH 03001



<http://maps.google.com/maps?hl=en&manche=1&concord,+nh&ll=43.192549,-71.520...> 10/16/2012

Manchester Street, General Manhole Location



Manchester Street, Manhole Cover

Exhibit B PRICING

Vendor shall propose costs using the table in Appendix A. The costs listed herein are the only costs to be charged the State throughout the duration of the 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.

It is the responsibility of the Vendor to obtain and pay for the required permits and access to utility poles or conduit. Only costs included in Appendix A shall be paid.

1. Resulting contracts shall begin upon Governor and Executive council award and terminate 60 months thereafter. Timeframe allows the Vendor six (6) months to complete connectivity between 45 South Fruit Street and Manchester Street in Concord, New Hampshire. Invoices for service shall be forwarded to the State only after completion of installation, delivery of test results per RFB specifications and fiber facilities are presented and accepted by the State as ready for use. A total of 60 invoices shall be delivered to the State. Invoices shall only be delivered at the end of a service month with payments covering the previous calendar month of service.
2. All billing shall be inclusive of the first day of the calendar month through the last day of the calendar month, inclusive. Invoices shall be forwarded to:

Department of Information Technology
27 Hazen Drive
Concord, NH 03301

or alternate address. Complete billing information shall arrive at the State no later than the 10th of the month following the billing period. The Vendor shall be capable of receiving electronic payments from the State. State payment shall be made within 30 days of receipt of invoice. Late payment charges shall not apply.

3. All billing shall be on a monthly basis, covering services from the first day of the billed month through the last day of the billed month, inclusive. Invoices shall be delivered only after the end of the service month. The state shall not be billed nor pay for services in advance of service delivery.
4. **The Vendor must maintain a full ledger process, reviewing all payments to State accounts. If any received payment exceeds the individual account invoice, the Vendor shall contact the originator of the payment for payment review and justification.**
5. The Vendor is required to provide at the request of the State, written reports to demonstrate the Vendor's account receivables procedures including a payment history of State accounts.
6. Invoices for service shall be forwarded to the State only after completion of installation, delivery of test results per RFB specifications and fiber facilities are presented and accepted by the State as ready for use. A total of 60 invoices shall be delivered to the State. Invoices shall only be delivered at the end of a service month with payments covering the previous calendar month of service.
7. The Vendor shall be responsible for all cable pathways, rights-of-way, equipment, conduit, conduit installation, make ready work, cable provisioning and installation logistics at no additional cost to that included in the Cost stated below.
8. Cost shall be quoted under a 60 month usage agreement indicating that payments shall initiate after cable is delivered to the State as fully functional and available for State usage, and payments made monthly for a period of 60 months.
9. Vendor shall also provide an alternate cost listed under Option B denoting a one time cost covering a 60 month term usage agreement. Payment shall only be made after cable is fully

installed and delivered to the State as functional, available for State use, tested and accepted by the State.

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

Cost

Vendor agrees to provide 12 strands of leased dark fiber per the terms and conditions noted herein, for a period of 60 months of availability based upon a single payment.

Single payment cost for 60 month usage term (including maintenance) beginning after installation completion and delivery to the State, tested and accepted by the State:

\$ 96,695.48 _____

Exhibit C
Special Provisions

1.Special Provisions

1. Both parties agree to amend section 14.1.1 of the General Provisions of the Contract 2013-146 in order to show the amount of insurance is in agreement with New Hampshire Optical coverage currently in force for comprehensive general liability in the amount of \$1,000,000 for each occurrence and the excess/umbrella liability in the amount of \$5,000,000 for each occurrence.

2. Addenda 1 through 3 of RFB 2013-146 are included by reference.

CERTIFICATE
(Corporation Without Seal)

I, Jacqueline Hayes, do hereby represent and certify that:

- (1) I am Chief Financial Officer of , an New Hampshire corporation (the "Corporation").
- (2) I maintain and have custody of and am familiar with the Seal and the minutes of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on 10/23/2013, which meeting was duly held in accordance with New Hampshire State law and the by-laws of the Corporation.
- (5) The signature of J. Robert Carmichael, President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.
- (7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Chief Financial Officer of the Corporation. 10/23/2013.



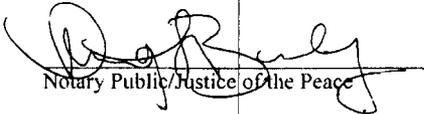
Jacqueline Hayes, CEO

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 23 day of October, 2013, before me,

____Jacqueline Hayes_____, personally appeared and acknowledged her/himself to be the CFO, of New Hampshire Optical Systems, Inc., a New Hampshire _____ corporation, and that she/he, as such being authorized to do so, executed the foregoing instrument.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace

My Commission Expires:

MEGHANNE L. BAMBERG, Commission Notary Public
My Commission Expires September 4, 2019

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that New Hampshire Optical Systems, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 25, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of July, A.D. 2013

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

William M. Gardner
Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2013

PRODUCER 978.887.4900 FAX 978.887.2404
Edward F. Sennott Insurance Agency, Inc.
16 South Main Street
P. O. Box 457
Topsfield, MA 01983

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
New Hampshire Optical Systems Inc.
10 North Southwood Road
Nashua, NH 03063

INSURERS AFFORDING COVERAGE NAIC #
INSURER A Charter Oak Fire Insurance Co. 25615
INSURER B Travelers 19038
INSURER C Lexington Insurance
INSURER D Commerce & Industry Insurance
INSURER E

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	DT-CO-9C164949-TIL-13	04/11/2013	04/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DTA0-810-1D053476-TIL-13	04/11/2013	04/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	018017685	04/11/2013	04/11/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	66455027	04/01/2013	04/01/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

State of New Hampshire
NH Department of Information Technology
27 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert Sennott/DLB



ACORD 25 (2009/01)

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