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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

Sheri L. Rockburn  
Assistant Commissioner  
(603) 271-3204

June 22, 2022

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide contract with Consolidated Communications of Northern New England Company, LLC. of Mattoon, IL. (Vendor No. 300703), in the amount up to and not to exceed \$100,000.00, for Dark Fiber Facilities Services. This Contract shall be effective upon Governor and Council approval and ending on June 30, 2024 with the option to extend for two (2) additional one-year extension terms.

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

## EXPLANATION

The purpose of this item is to obtain authority to enter into Contract allowing Consolidated Communications of Northern New England Company, LLC. to continue the critical Dark Fiber Facilities Services that is currently held with the State. Dark fiber services is a service provided by local exchange carriers (LEC's) for the maintenance of optical fiber transmission capacity between customer locations in which the light for fiber is provided by the customer rather than the LEC. Additional benefits of dark fiber include a client controlled network, improved network performance, tremendous capacity that allows better movement of data, a more secure environment and lower cost than other traditional fiber optic networks.

The Department of Administrative Services, through the Bureau of Purchase and Property, and in collaboration with the Department of Information Technology, issued a request for bid 2587-23 on May 9, 2022 with responses due on May 25, 2022. There were two (2) compliant responses received. The bids were evaluated based on the bidder's lowest monthly cost meeting specifications. Consolidated Communications of Northern New England

Company, LLC. submitted the lowest compliant pricing at a monthly cost of \$1,600.00 for each of the two locations listed in the offer section. The current monthly spend for both locations is \$3,600.00 and the proposed contract monthly expenditure is \$3,200.00, providing a monthly cost savings of \$400.00 or a total of \$9,600 over the term of the new contract.

Financial Information:

Prior Contract Costs per Month: \$3,600  
New Contract Costs per Month: \$3,200

The two locations that are part of this contract including estimated cable distance and fiber strand count are as follows:

Cable Segment	From	To	Estimated Cable Distance in km/mile	Required Fiber Strand Count
1	129 Pleasant St.	25 Capitol St.	1.84 / 1.14	48
2	25 Capitol St.	7 Hazen Drive	2.90 / 1.8	48

Based on the foregoing, I am respectfully recommending approval of the contract with Consolidated Communications, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner.



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

Denis Goulet  
Commissioner

June 9, 2022

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Consolidated Communications, Inc. of Mattoon, IL, as described below and referenced as DoIT No. 2022-131.

The Department of Administrative Services requests approval to enter into a contract with Consolidated Communications, Inc. to continue to provide dark fiber facilities services.

The cost of the contract is not to exceed \$100,000.00 and it shall become effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/RA  
DoIT #2022-131

cc: Joseph Luna, DoIT



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Dark Fiber Facilities Services	Agency:	Statewide	<b>AWARD</b>
Bid #	2587-23	Requisition: #	N/A	
Agent Name	Erica Brisson	Bid Closing:	May 25, 2022 at 10 AM (EST)	

DESCRIPTION	Consolidated Communications	First Light
Dark Fiber Facilities Services - Price Per Month (2X Locations)	\$3,200.00	\$3,400.00

No Bid  
0

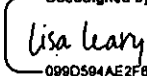
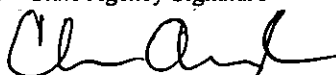

Non-Compliant  
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**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Consolidated Communications of Northern New England Company, LLC		1.4 Contractor Address 2116 South 17 <sup>th</sup> Street Mattoon, IL 61938	
1.5 Contractor Phone Number 844-968-7884	1.6 Account Number Various	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature DocuSigned by:  Date: 6/13/2022		1.12 Name and Title of Contractor Signatory Lisa Leary, East Region Sales	
1.13 State Agency Signature  Date: 6/22/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/22/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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Date 6/13/2022

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

**9. TERMINATION.**

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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Date 6/13/2022

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/13/2022



**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Consolidated Communications of Northern New England Company, LLC. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Dark Fiber Facilities Services in accordance with the bid submission in response to State Request for Bid #2587-23 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2587-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2587-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. TERM OF CONTRACT**

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

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

**4. SCOPE OF WORK**

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

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

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

**CONTRACTOR STAFF**

The Contractor shall provide a contracting officer and key contractor staff for the administration of any resulting contract as noted below.

**Security Review:** Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee shall obtain a criminal history record review from the Department of Safety, Division of State Police, and Criminal Records Unit. All costs for criminal records checks shall be solely borne by the Contractor.

(See <https://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/index.html> for details.)

The State reserves the right to deny any Contractor employee with a criminal history to be allowed on a job site. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. Employee agreements allowing background checks and any associated costs to obtain the review shall be exclusively the responsibility of the Contractor. The Contractor shall provide proof of no records found to the Department of Information Technology, Office of Statewide Telecommunications five (5) days prior to the employee's arrival at any worksite.

- The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any employee working at such locations when directed by the State.
- The Contractor shall provide written notice to the Telecommunications Section of any changes of Contractor employee criminal record status.
- All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor shall provide replacement personnel immediately in order to meet assigned installation dates.

**Project Manager:** The Contractor shall assign and identify a Project Manager who shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor shall identify the Project Manager. The Project Manager shall be available from 8:00 A.M. to 4:30 P.M. Eastern Standard Time of each State business day to promptly respond questions and address service issues. The Project Manager or alternate shall respond to any calls within two (2) hours of inquiries from the State, and be at the State site as needed. The Project Manager shall provide complete oversight of the project inclusive of best industry practice implementation, schedule development, site surveys, reporting, organization of weekly status meetings and cutover coordination of each and every circuit installation. The Project Manager shall be qualified to perform the obligations required of the position under the Contract. The Contractor's selection of a Project Manager shall be subject to the prior written approval of the State. The State reserves the right to require removal or reassignment of the Contractor's Project Staff found unacceptable to the State.

**Contracting Officer:** Contractor must provide a primary contracting officer for all services provided to the State. In addition, a single Contractor Project Manager shall be provided, who is responsible to

ensure the installation and continued operation of all Contractor services in conjunction with key Contractor-proposed staff.

**Account Management:** Order provisioning personnel for the acceptance of State service and repair requests. Personnel shall be completely aware of Contractor services, and fully capable of relating such services to State needs. The Contractor shall interpret State repair requests, speak with State contacts to define service needs and complete any documentation necessary for the Contractor in order to complete service implementation.

**Financial Representative:** The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract.

The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of any service requested by the State.

**Engineering Support:** Contractor shall provide configuration technical support to the State for service implementation, service changes, configuration and best practice development and deployment.

**Field Installation Staff:** Contractor shall provide staff to assist in the transition of network connections from the current contractor to new contractor services. Staff duties shall include: Contractor related cabling, and patch panel connection to State hardware (patch panel and router). Field Installation Staff shall also verify fiber connectivity and performance in association with DoIT engineers.

**Single Point of Contact:** The Contractor shall serve as the Single Point of Contact for the State for all maintenance issues regarding Contractor services. The State shall not be responsible to directly contract third party contractors or Contractor partners.

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

**Replacement of Personnel:** Contractor shall agree to provide an "equal or better" replacement for any personnel who leave employment of the Contractor during the course of the Contract. Contractor shall make the individuals available to be interviewed by the State prior to the Project assignment. Assignment shall be at the approval of the State.

**Personnel Access through E-mail:** The Contractor shall maintain E-mail availability throughout the term of the contract, with mail being verified and emptied every hour of operation. The State may communicate with the Contractor in all respects through E-mail as desired by the State. Contractor systems shall be capable of receiving and interpreting Adobe, MS Office Professional and Visio files.

**Computer Access and Use Agreement:** Contractor and Employees assigned to this Project shall sign a "Computer Access and Use Agreement." The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.

Personnel assigned to the State shall be available to work immediately upon contract commencement.

**Status of Contractor Employees and Subcontractors:** Contractor employees and subcontractors shall in all respects be independent of the State and in no way considered employees of the State.

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

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

**Network Operations and Customer Service Centers:** Contractor shall support all services through a Network Operations Center (NOC) and Customer Service Center (CSC). Centers shall be available to the State 24 hours per day, 7 days a week via a toll free number and e-mail. NOC and CSC shall utilize trouble and order tracking systems, reportable to the State, support all activities as noted below. Issue numbers shall be originated by the Contractor, and e-mailed to the State within 15 minutes of issue of service work being released to the Contractor.

**Contractor Employees:** The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited unless approved by the State.

**State Agency Project/Status Meetings:** The Contractor shall 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 Contractor Project Manager. Other State staff or project members will attend as mutually agreed upon by the State and Contractor 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 Contractor Project

Managers. The agenda and minutes of each meeting shall be produced and distributed as mutually agreed by the State and Contractor Project Managers.

## SERVICE REQUIREMENTS

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

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

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

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

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

### **Post Implementation Review:**

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

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

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

**Dependability:** All services shall be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a thirty (30) day time period. If a service becomes intermittent in connection or transport, and repeatedly fails, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

**Service Interface:** Contractor shall provide fiber to the doorstep utilizing standard connectivity as is currently available from the incumbent contractor for all locations.

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

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

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

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

### **SERVICE LOCATIONS AND PATHWAYS**

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

CABLE SEGMENT	FROM	TO	ESTIMATED CABLE DISTANCE IN KM/MILE	REQUIRED FIBER STRAND COUNT
1	129 PLEASANT ST.	25 CAPITOL ST.	1.84 / 1.14	48
2	25 CAPITOL ST.	7 HAZEN DRIVE	2.90 / 1.8	48

**Cable Path:**

The state does not intend to define fiber pathways. Contractor shall provide written description of proposed pathways and/or graphic depiction of expected pathways. Contractor may use any pathway available to them. It is the responsibility of the Contractor to obtain required permits and access to utility poles or conduit. The Contractor shall be responsible for all cable pathways, obtaining required rights-of-way, utility make ready, conduit, conduit installation, cable provisioning, all related equipment and installation logistics.

**State Conduit:**

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

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

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

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

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

**Termination Equipment:** The Contractor shall install fiber between each location with a minimum of 48 strand fiber count. The 48 strands shall be dedicated to State use. Termination shall include building penetration with cable extended to existing computer rooms and Demarcs. Existing building



pathways shall be used. Contractor shall install rack mounted Optical Line Interface Units (OLIU) terminating into SC (or current connector type noted at location) connectors.

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

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

**Cable Characteristics:** The service shall be provided via single mode 8.0 to 9.5  $\mu\text{m}$  fiber with 125  $\mu\text{m}$  clad strand loose tube cable with the proper casing characteristics and environmental requirements meeting industry standards for the installation environment. Cable shall be low water peak, with minimum wavelength distortion. If required, only fusion splices shall be accepted.

**Cable Loss Measurements:**

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

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

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

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

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

maintenance. The Contractor shall have in his employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day.

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

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

**Dependability:** Services shall be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a thirty (30) day time period. If a service becomes intermittent in connection or transport and repeatedly fails, the State at its sole discretion, may choose to terminate service at that location and seek replacement from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement. Network availability measurements will exclude service outage for scheduled maintenance or upgrades, or caused by Customer, Customer's equipment, or Customer agreements with other parties.

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

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

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

**Financial Representative:** The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies. The Financial Representative will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract.

The Contractor shall provide within five (5) working days, any corrective data requested by the State. This is inclusive of itemized balances and credits owed the State. The Contractor shall provide daily reports indicating the completion or continuation of any service requested by the State

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

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

**ADDITIONAL REQUIREMENTS**

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

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

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

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

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

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

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

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

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

**5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2587-23, as described herein, and under the terms of this Contract.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyg5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyg5i45))/welcome.aspx)

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

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

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

**7. CONFIDENTIALITY & CRIMINAL RECORD**

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

EXHIBIT C  
METHOD OF PAYMENT

6/30/2022

ELL

1. CONTRACT PRICE

The Contractor hereby agrees to provide Dark Fiber Facility services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of ~~\$76,000.00~~ <sup>100,000.00</sup> this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

CABLE SEGEMENT	FROM	TO	LEASED FIBER, PRICE PER MONTH
1	7 HAZEN DRIVE LL RM. G34	25 CAPITOL ST. LL RM. 21	\$1,600.00
2	25 CAPITOL ST. LL RM. 21	21 SO. FRUIT ST. LL MDF	\$1,600.00

3. INVOICE

Itemized invoices shall be submitted to the Department of Information Technology-Operations/Statewide Telecommunications Office, after the completion of the job/services and shall include a brief description of the work done along with the location of work.

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

The invoice shall be sent to the following address:  
Department of Information Technology  
Operations/Statewide Telecommunications Office  
Room 300  
27 Hazen Drive  
Concord, NH 03301


5. PAYMENT

Payments may be made via P-Card.

Contractor Initials U<sup>OS</sup>  
Date 6/13/2022


**EXHIBIT D**

RFB #2587-23 is incorporated here within.

Contractor Initials   
Date 6/13/2022

**EXHIBIT E**

Contractor's bid is incorporated here within

Contractor Initials   
Date 6/13/2022

# State of New Hampshire

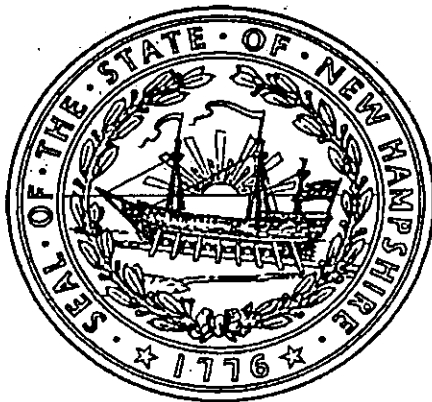
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 27, 2007. 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: 574857

Certificate Number: 0005789783



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of June A.D. 2022.

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

David M. Scanlan  
Secretary of State



WRITTEN CONSENT OF THE  
SOLE MEMBER OF  
CONSOLIDATED COMMUNICATIONS OF  
NORTHERN NEW ENGLAND COMPANY, LLC  
In Lieu of a Meeting

June 10th, 2022

Pursuant to Section 18-404(d) of the  
The Delaware Limited Liability Company Act

THE UNDERSIGNED, being the sole member (the "Member") of Consolidated Communications of Northern New England Company, LLC, a Delaware limited liability company (the "Company") does hereby consent to the adoption of the following resolutions pursuant to Section 18-404(d) of the Delaware Limited Liability Company Act and the Limited Liability Company Agreement, as amended, of the Company.

WHEREAS, the Company hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Dark Fiber Facilities Services in accordance with the bid submission in response to State Request for Bid #2587-23 (hereinafter the "Work").

WHEREAS, the Member believes it is in the Company's best interest to enter into any contracts or agreements with the State of New Hampshire and any of its agencies or departments, in order the Company to perform the Work;

NOW THEREFORE, be it, and it hereby is:

RESOLVED, that Lisa Leary, Vice President Commercial Sales, is hereby authorized to do and perform all such acts and things, and to execute and deliver any documents related to the Work, including the Form Number 37 Agreement between the State and the Company, and all such other documents, certificates, conveyances, permits, transfers, instruments, agreements and assurances, and any documents relating thereto in order for the Company to perform the Work, and to take all such other actions as she may deem necessary or advisable to carry out the intent and purpose of the foregoing; and be further

RESOLVED, that the undersigned Member hereby waives any and all irregularity of notice in the time and place of meeting and consent to the transaction of all business represented by this written consent.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned Member has signed this written consent effective as of the 10<sup>th</sup> day of June, 2022.

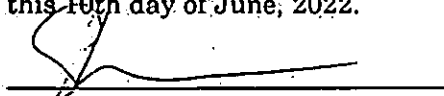
CONSOLIDATED COMMUNICATIONS, INC.

Sole Member

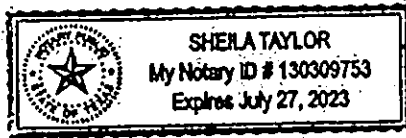


J. Garrett Van Osdell, Chief Legal Officer and Secretary

Subscribed and affirmed before me:  
this 10<sup>th</sup> day of June, 2022.



Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2022

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).

<b>PRODUCER</b> Marsh USA, Inc. 800 Market Street, Suite 1800 St. Louis, MO 63101	<b>CONTACT NAME:</b> Marsh   U.S. Operations <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>E-MAIL ADDRESS:</b> StLouis.CertRequest@Marsh.Com	<b>FAX (A/C, No):</b> 212-948-0811	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Consolidated Communications of Northern New England Company, LLC c/o Consolidated Communications, Inc. dba Consolidated Communications 121 South 17th Street Mattoon, IL 61938	<b>INSURER A :</b> Travelers Property Casualty Co. of America		<b>NAIC #</b> 25674
	<b>INSURER B :</b> N/A		N/A
	<b>INSURER C :</b> The Standard Fire Insurance Company		19070
	<b>INSURER D :</b> Travelers Casualty And Surety Company		19038
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-010092408-01      **REVISION NUMBER:** 1

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 SUBR INSR 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  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HJEXGL-118D1020 TIL-21 SIR: \$250,000	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	UB-7S082419-NC-T (AOS) UB-7S081459-NC-R (WI)	09/30/2021 09/30/2021	09/30/2022 09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Administrative Services, Bureau of Purchase and Property 25 Capitol Street Room 102 Concord, NH 03301	<b>CANCELLATION</b> 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  <i>Marsh USA Inc.</i>
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