



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

July 10, 2020

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

REQUESTED ACTION

Authorize the Department of Information Technology on behalf of the Department of Safety to enter into a **SOLE SOURCE** contract with FirstLight Fiber Inc., of Albany, New York, in the amount not to exceed of \$166,664.80 for the purpose of providing Fiber Optic Cloud Connection Services to the AWS Gov. Cloud to support the new State Police Dispatch and Records Management System being implemented with Computer Square, Inc. effective upon Governor and Executive Council approval through August 1, 2023. With an option to renew once for two (2) years upon consent of both parties and Governor and Executive Council approval.

100% Other: Agency Class 027 used by the Department of Safety to reimburse DoIT is 90% Highway and 10% Turnpike funds. Funds are available as follows for SFY 2021 and anticipated to be available in SFY 2022 and SFY 2023, upon availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office if needed and justified.

CAT#-DEPT#-AGENCY#- ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC	FY 21	FY 22	FY 23	Total Amount
01-03-03-030010-76230000-DOIT - IT for DOS 039-500187 Telecom Network Activity Code 03230216	\$56,221.60	\$55,221.60	\$55,221.60	\$166,724.20

EXPLANATION

This contract is **SOLE SOURCE** because FirstLight, which has the network in place and can standup a redundant connection in 45 days, given the sense of urgency around the new State Police Dispatch and Records Management System being implemented and the Department of Safety needs the direct connection to the AWS Gov. Cloud in place by July 31st of this year.

The benefits of moving forward with FirstLight is that the State Police Dispatch and Records Management project will not be impacted by any delay in procuring a cloud connection provider. This securing of a cloud connection provider will also benefit other projects which the Department of Safety anticipates to be cloud based solutions such as the Digital Evidence (Cruiser Cameras) as well as the Live Stream Video project, both of which are in the evaluation phase.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



for Denis Goulet
Commissioner of Safety



Robert L. Quinn
Commissioner of Safety

DG/kaf
DoIT #2021-010
RID: 52127
cc: Ronald Reed, IT Manager, DoIT



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Denis Goulet
Commissioner

July 10, 2020

Robert L. Quinn
Commissioner
Department of Safety
33 Hazen Drive
Concord, NH 03305

Dear Commissioner Quinn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **SOLE SOURCE** contract with FirstLight Fiber Inc., a New York Corporation as described below and referenced as DoIT No. 2021-010.

The purpose of this sole source is to provide Fiber Optic Cloud Connection Services to the AWS Gov. Cloud to support the new State Police Dispatch and Records Management System being implemented with Computer Square, Inc.

The amount of the contract is not to exceed \$166,664.80, and shall become effective upon Governor and Executive Council approval through August 1, 2023.

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

Sincerely,

for Denis Goulet

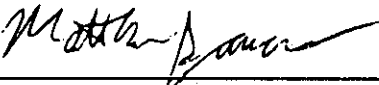
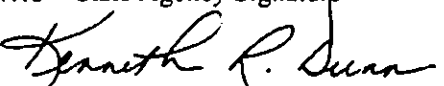
DG/kaf
DoIT #2021-010
RID: 52127
cc: Ronald Reed, IT Manager, DoIT

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 Information Technology		1.2 State Agency Address 27 Hazen Drive Concord NH, 03305	
1.3 Contractor Name FirstLight Fiber Inc.		1.4 Contractor Address 41 State St. 10 th Floor Albany, NY 12207	
1.5 Contractor Phone Number 603-832-4976	1.6 Account Number 01-03-03-030010-76230 000-039-500187-03230216	1.7 Completion Date August 1, 2023	1.8 Price Limitation \$166,664.80
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Matthew Jovic CRO	
1.13 State Agency Signature  Date: 07/10/2020		1.14 Name and Title of State Agency Signatory Kenneth R. Dunn for Denis Goulet Deputy Commissioner - DOIT	
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: Erik Bal On: 7/21/2020			
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 1.18, 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 1.14 ("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 provide 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.

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.

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.

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 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 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 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.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT A: SPECIAL PROVISIONS

There are no other special provisions of this contract.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

1. INTRODUCTION

This contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Information Technology on behalf of the Department of Safety, and FirstLight Fiber, Inc. of Albany, New York (herein after referred to as the "Contractor") to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Safety, with Fiber Optic Cloud Connection Service to the AWS Cloud environment as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms

3. TERM OF CONTRACT

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The term may be extended once for two (2) years, ("Extended Term") at the sole option of the State, under the same terms and conditions, subject to approval of the Governor and Executive Council.

4. SCOPE OF WORK

The Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein. The Contractor shall be responsible for all services, facility configuration, development and implementation for equipment related to Internet service provider services (installation, maintenance and leasing). The Contractor shall provide overall support and coordination, interfacing/integrating with State equipment, testing, and support.

REQUIREMENTS:

Security	
	Private Connectivity
Redundancy	
	Support for dual, diverse paths from the vendor's point of presence

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

Performance	
	Minimum of 99.99% uptime
	Credit for unavailability of service below uptime SLA, latency issues, packet delivery
	Ability to increase bandwidth and provision ports within 10 business days
	Circuits must have less than 120 milliseconds of roundtrip latency at all times
Managed Services	
	Provide network interface device (NID) charged to State of New Hampshire, maintenance of equipment, assistance with configuration if needed
	Work with SoNH to provide first connection to AWS Gov. Cloud. (Build, configure, test)
Connections	
	Capability to support hybrid Cloud architectures
	Contractor to establish two circuit connections to the AWS Gov. Cloud in Ashburn VA., one from the State of New Hampshire Department of Safety's Data Center located at 33 Hazen Drive, Concord, NH, the other from the New Hampshire Incident Planning and Operations Center located at 110 Smokey Bear Boulevard.
	Contractor to attend meetings and conversations with existing service providers on our behalf.
	Willingness to work with State of New Hampshire to provide connection to Cloud Providers that vendor currently doesn't possess.
	Connection types/design will be a layer 2 connection.
	Two 2GB connections, redundant and diverse to one another.
Support	
	Contractor will manage and support the connections from Concord to Ashburn VA, including any sub-contractors employed to deliver services.
	24x7x365 Help Desk Support
	Ability to call in or email a trouble ticket
	Escalation Support (24x7x365):
	Contractors Direct to Tech model allows contractor to work on the customer trouble during the initial call. Contractor's goal is to have each call answered within 60 seconds or less. Contractor is equipped to log into the FirstLight gear deployed to our customers and begin the troubleshooting with our customers. If a resolution is unable to be resolved on the initial call our contractor will discuss with the customer, the next steps and expectations with a call back or email.
	Contractor will provide Status Updates every hour.
	Contractor will provide an Incident Report within 5 business days of incident.
	The service must be provided so that routine maintenance procedures, troubleshooting, loading hardware and software revisions, patches, etc., may be performed without disrupting State of New Hampshire Services
	Initial training on use of tools and connectivity configuration to cloud providers
	Online documentation and videos providing step-by-step guide to building and maintaining connections and use of customer portal

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

CONTRACTOR STAFF

The Contractor shall provide a Contract Officer and key Contractor Staff for the administration of the Contract as noted below.

Security Review: Prior to providing service to the State and entering any State facility, the 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/iib/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 will be exclusively the responsibility of the Contractor. The Contractor must provide proof of no records found to the Department of Information Technology, Office of Statewide Telecommunications 5 days prior to the employee 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 Department of Safety 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 for all services provided to the State.

- 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 to questions and address service issues that may arise.
- The Project Manager, or his/her 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 be qualified to perform the obligations required of the position under the Contract.
- The Project Manager shall be responsible for ensuring the installation and continued operation of all Contractor services in conjunction with key Contractor-proposed staff.
- The Contractor's selection of a Project Manager will 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: The Contractor shall provide a primary contracting officer 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.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICES

Account Management: The Contractor shall provide a provide 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 the State needs. The Contractor shall interpret State Telecommunications Service Requests (TSRs) or repairs, speak with State contacts to define service needs and complete any documentation necessary for the Contractor in order to complete service implementation. All requested circuits shall be installed within 30 days individual circuit requests.

Financial Representatives: 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 shall 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: The Contractor shall provide configuration technical support to the State for circuit implementation, circuit service changes, upgrades and future changes/reconfiguration and best practice development and deployment.

Field Installation Staff: The Contractor shall provide staff to assist in the transition of network circuits from the current contractor to new contractor services. Staff duties shall include verification of circuit connectivity and performance in association with State 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. This shall be inclusive of any and all additional TSR releases, repair releases and reports releases. The State shall not be responsible to directly contact 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: The 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 E-mail being verified and emptied every hour of operation. The State may communicate with the Contractor for any reason 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: The Contractor and its employees assigned to this Project shall sign a "Computer Access and Use Agreement." The State shall 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.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

Status of Contractor Employees and Subcontractors: The 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 who's continued involvement is not in the best interest of the customers utilizing the Contractor services.

Picture ID: The 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: The 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, and support all activities 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, its personnel or subcontractors, 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 the 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 shall 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 shall cover the technical, schedule, and resource aspects of the project. Emphasis shall 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

Service Quantity: The State shall determine the quantity required of any service offered by the Contractor

Contractor Initials MM
Date 6/30/20

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICES

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

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

New Service or Change Order: The Contractor shall utilize and retain State issued Telecommunications Service Request (TSR) numbers as a cross reference to any Contractor order number. The Contractor shall acknowledge receipt and acceptance of orders on the next State business day by means of an e-mail distributed to the State contacts.

Maintenance/Service Hours: The Contractor shall repair and 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. The Contractor shall perform 24 hour x 7 day monitoring, reporting and maintenance of its network in support of State services including addressing of system failure (full and component), network overload, network performance, alert management, management reports and other related items.

Emergency Maintenance: The Contractor shall provide emergency maintenance for those network services designated by the State as important to the functioning of the State. The State shall designate the critical nature of the circuit at the time of notification. Inclusive of those problems shall be any problem(s) restricting individual office operations and/or connectivity outside of the office in any and all respects. All such reports shall be remotely tested by the Contractor within thirty (30) minutes of report, with repairs initiated within the hour. If services are not restored within two hours of report, second level support shall be obtained through the Contractor. The Contractor shall not limit work to eight (8) hours per day when addressing any 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 network services designated by the State as routine maintenance services. Any routine maintenance may be escalated to Emergency Maintenance at any time by the State.

Additional Installations: Services shall be installed on a per request basis. Any circuit requested after the initial completion of the State network shall be installed within thirty (30) days of release of request to the Contractor.

Within five (5) days of request to install at any service location, Contractor shall review the site to insure adequate service availability. The Contractor shall report back to the State in writing the results of the review within five (5) business days after site review, verifying the installation date.

The State shall be allowed up to five (5) business days after the Contractor installation and release to test and verify services. The Contractor shall not bill for services during this timeframe. The Contractor shall not bill for services if the installation fails to operate properly per the requirements noted within this document.

The Contractor shall not charge a fee for the installation of any circuits.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICES

Circuit and Interface Troubleshooting: The Contractor shall provide first level State internal network related problem determination assistance at no fee. At a minimum, the successful Contractor shall demonstrate any related problem is not due to the Contractor's services/equipment. Any fees that would be billed to the State regarding problem determination, or other services, shall be specifically identified in the Contractor's response.

The Contractor shall work with the State Project team to provide procedures for circuit acceptance and circuit disconnect.

Installation Spreadsheet: The Contractor shall provide information identifying installations in agreed upon S required table format. Tables shall contain circuit/cable numbers, physical terminating points, programmed options, terminating equipment, switching operations and any other information required to locate, troubleshoot or replace circuits. Tables shall be provided within thirty (30) days of complete installation of the first circuit installed, and be updated on a monthly basis.

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

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


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 the terms and conditions of this Contract.

Network Availability Guarantee. The Contractor's Service is guaranteed to be available and capable of passing the State's traffic 99.99% of the time averaged over a calendar month. The Contractors Availability Guarantee does not include the Cloud Provider's Network, the outages caused by State Edge equipment (router or switch) or Local Area Network ("LAN") owned by the State, scheduled maintenance events, State-caused outages or disruptions and Force Majeure events.

Should Network Availability guarantee not be met in a calendar month, the State will receive a credit (as outlined in the schedule provided below) of the monthly recurring charges ("MRC") for the impacted port and local loop. Limits on the credit and the reporting procedures are detailed below. In the event that any service becomes unavailable as a result of the Contractor's fault, errors or omissions, and for reasons other than an Excused Outage, the State will be entitled to a service credit off of the monthly recurring charges as designated in the associated Credit Schedule.

Contractor Metro Ethernet Service:
Cumulative Unavailability
(in hrs:mins:secs)

Service Level Credit


6/30/20

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

00:05:00– 00:45:00	5%
00:45:01– 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 –12:00:00	30%
12:00:01 –16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

For purposes of this Section, “unavailable” or “unavailability” means the duration of a failure of the Contractor to pass traffic to a State location for reasons other than issues found to be caused by CPE (router or switch) or Local Area Network (“LAN”) owned by the State, scheduled maintenance events, State-caused outages or disruptions and Force Majeure events.

Latency Guarantee. The FirstLight Metro Ethernet Service is guaranteed to have an average one-way transit time within the FirstLight backbone network as listed within Table 2 - Service Level Criteria as averaged over a calendar month, measured between FirstLight Core Network Nodes. FirstLight maintained and operated network monitoring tools will be used to record Core-to-Core Network Latency. The FirstLight Latency Guarantee for Metro Ethernet Service does not include the Cloud Provider’s Network, the local access circuit (e.g., local loop), CPE or LAN owned by Customer, scheduled maintenance events, outages or disruptions caused by the Customer and Force Majeure events. If the Latency Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charges for each calendar day that the latency exceeded the latency as listed within Table 1 - Service Level Criteria on average for that day. Limits on the credit and the reporting procedures are detailed below in the SLA Credits section.

Packet Delivery Guarantee. The FirstLight Metro Ethernet Network, as defined in this section, is guaranteed to deliver a percentage of IP packets as listed within Table 1 - Service Level Criteria averaged over a calendar month. The FirstLight Network includes Customer’s access port, and the FirstLight backbone network. The FirstLight backbone network includes FirstLight-owned or leased and controlled equipment and circuits (including any transit connections). The FirstLight Packet Delivery Availability guarantee does not include the Cloud Provider’s Network, the outages found to be caused by Customer-owned CPE (router or LAN), scheduled maintenance events, Customer-caused outages, oversubscription or disruptions and Force Majeure events. If the Packet Delivery Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge for each calendar day that packet failure exceeded the guaranteed percentage on average for that day. Limits on the credit and the reporting procedures are detailed below in the SLA Credits section.

Jitter Guarantee. The FirstLight Metro Ethernet backbone network is guaranteed to have the deviation of packet transit time, within the FirstLight backbone network, as listed within Table 1 - Service Level Criteria as averaged over a calendar month, measured between FirstLight Core to Core Network Nodes for Layer 2 traffic. FirstLight maintained and operated network monitoring tools will be used to record Core-to-Core Network Jitter. The FirstLight Jitter Guarantee does not include the Cloud Provider’s Network, the Local Access loop, Customer-owned CPE or LAN, scheduled maintenance events, Customer-caused outages or disruptions and Force Majeure events. If the Jitter Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the monthly recurring charge for each calendar day that jitter exceeded the appropriate millisecond allowance on average for that day. Limits on the credit and the reporting procedures are detailed below in the SLA Credits section.

Table 1

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICES

Service Level Criteria – Ethernet Services

Availability	MTTR	Jitter	Packet Loss
99.50% (Single Path)	8	< 2 msec	< .1%
99.99% (Dual Path)	4	< 2 msec	< .1%

- o Business Class.
- o MTTR is mean time to repair and shall begin when FirstLight can safely access the Service facilities.

Table 2

Service Level Criteria – Ethernet Services

FROM/TO LATENCY: [ONE-WAY]	To Boston, MA	To New York, NY
From Albany, NY	< 8 msec	< 6 msec
From Bangor, ME	< 8 msec	< 12 msec
From Binghamton, NY	< 10 msec	< 8 msec
From Boston, MA	< 5 msec	< 8 msec
From Brattleboro, VT	< 7 msec	< 7 msec
From Brunswick, ME	< 7 msec	< 10 msec
From Buffalo, NY	< 12 msec	< 10 msec
From Burlington, VT	< 10 msec	< 8 msec
From Manchester, NH	< 6 msec	< 7 msec
From New York, NY	< 8 msec	< 4 msec
From Portland, ME	< 7 msec	< 10 msec
From Portsmouth, NH	< 6 msec	< 9 msec
From Rochester, NY	< 11 msec	< 9 msec
From Romulus, NY	< 10 msec	< 8 msec
From Syracuse, NY	< 8 msec	< 8 msec
From Westchester, NY	< 9 msec	< 4 msec

SLA Credits: Total credits under the Service Level Agreement ("SLA") are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the guarantees. The service credits provided under SLAs are the State's sole remedy unless otherwise required by law when the Contractor fails to meet an SLA. The State must make a Performance Claim in writing no more than 14 days after the end of the outage event for which the State claims that the Contractor failed to meet an SLA, or the

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

State waives its right to make a Performance Claim for that period. For purpose of the SLA, a "Performance Claim" is a written notice sent to the designated representative of the Contractor advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. The State must be in good standing with the Contractor with regard to account receivables in order to submit a performance claim.

Service Interface: The Contractor shall provide fiber to the doorstep for all locations. End user interface shall be a RJ45 metallic Ethernet interface.

Proactive Contractor Maintenance: The Contractor shall perform OS upgrades, hardware upgrades and general service maintenance on a routine basis. The State shall be advised in writing, ten (10) days in advance of service interruptions. Emergency service updates may be performed next business day upon one (1) business day notification to the State. The State shall determine the time and day of any interruption of service. No costs shall be charged for Contractor maintenance. The above maintenance notification timeframes do not apply to trouble response issues.

Performance Monitoring by State: The Contractor shall provide a Performance Monitoring package. All Tests shall include a detailed document that shows all standards based tests that were run and their values as a proof of satisfactory completion prior to acceptance of the product by the State and ensued billing. The Contractor shall provision Network Operations Center managed CPE that is manageable and monitored at the carrier Network Operations Center. This manageability shall include, but not be limited to, adjusting service parameters, initiating loopback testing, initiating performance testing, and remote troubleshooting capability.

Service Termination: In the event that any service experiences a 5% or more dependability failure rate (5% of any service (circuit) becomes unavailable per the 99.99% up time dependability rate) for a twenty-four (24) consecutive hour period, the State may, at its sole discretion, choose to terminate any services related to this contract as defined in Exhibit B at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth in the terms and conditions of this Contract.

Redundant Connectivity: The Contractor's core network shall have redundant connections between facilities within their infrastructure.

Port Blocking: The Contractor shall not block any port or traffic between connections. The Contractor shall not "break-in" or use protocol "sniffe's" as methods of troubleshooting or any other purpose unless permission to do so is first obtained in writing from the State. Otherwise, the Contractor shall be transient and not examine the customer traffic in any way other than providing service prioritization based on markings defined by the customer and Contractor.

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 the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

Premise Access: The Contractor shall be granted access to premise during standard State work hours unless repair and maintenance projects require expanded timeframes. The 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 shall agree 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.

Cable Path: The State does not intend to define fiber pathways. The Contractor may use any pathway available to them with the following paths excluded from consideration: Pleasant Street, Regional Drive and Pembroke Road. Contractor shall provide graphic map identifying proposed pathway. 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. 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 term of this Contract.

Contractor shall retain ownership of all Contractor supplied cable and equipment throughout the term this Contract.

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

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

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

Manufacturer's Association (NEMA) requirements. All equipment shall be properly grounded, inclusive of cable if a metallic tracer is used within the cable.

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.

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 vendor. All charges for such services shall be forward.

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 fiber is protected from unauthorized access and any attempt at extracting information from the data stream.

FIBER OPTIC CLOUD CONNECTION

Contractor shall install two redundant 2G Cloud Connections to AWS:

Two (2) 2G Cloud Connectivity - 2G x 2G Cloud Connection to AWS

Each circuit shall be provided via alternate facilities, utilizing unique cable pathways, fiber facilities, and gateways and switching centers. Utilization of circuits up to maximum throughput shall be defined by the State.

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).

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.

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 the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The 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.

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

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

If sub-contractors are to be utilized, approval by the State must be received prior to a sub-contractor starting any work.

WARRANTY REQUIREMENTS: Contractor shall be required to warranty all of the equipment awarded to Contractor for a period of not less than the term of this contract or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected, installed and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

Disclaimer of Warranties. CONTRACTOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN ANY APPLICABLE SERVICE LEVELS STATED HEREIN BELOW. FIRSTLIGHT DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. EQUIPMENT PROVIDED BY FIRSTLIGHT IN CONJUNCTION WITH ANY SERVICE IS PROVIDED ON AN 'AS IS' BASIS. FIRSTLIGHT DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANYONE MAKING SUCH STATEMENTS. CUSTOMER AGREES THAT ANY EQUIPMENT OF SOFTWARE PROVIDED TO CUSTOMER UNDER THESE STANDARD TERMS AND CONDITIONS WILL CARRY THE WARRANTY CARRIED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND FIRSTLIGHT MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH PRODUCTS.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

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

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

The Contractor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT B: SCOPE OF SERVICE

agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the reasonable directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s).

The Contractor shall take responsibility for performing the work under the contract using their best efforts. The work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. Contractor shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. Absent negligence or willful misconduct on the part of the State, the Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property caused by Contractor in the performance of this service shall be repaired at their own expense.

No Special Damages: Notwithstanding any other provision hereof (other than the Indemnification obligations herein), neither party shall be liable under any circumstance for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order.

Limitation: Notwithstanding anything to the contrary herein, except for applicable Service Level Credits, Contractor shall have no liability of any nature whatsoever, for any type of damage, claim or cause of action, to Customer or any other person, in the absence of negligence or willful and reckless misconduct. Additionally, Contractor's liability shall be limited to the total amount of monthly service charges paid by customer to the Contractor in the preceding twelve months.

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

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

8. CONFIDENTIALITY & CRIMINAL RECORD

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

9. INSURANCE

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

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT C: PAYMENT TERMS

1. CONTRACT PRICE

This is a Not to Exceed Contract. The total Contract value is indicated in Part I, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

2. PRICING STRUCTURE

Service Provided	One Time Set Up Fee	Recurring Monthly Charge
2G x 2G Cloud Connection to AWS	\$500.00	\$2,300.90
2G x 2G Cloud Connection to AWS	\$500.00	\$2,300.90
Totals	\$1,000.00	\$4,601.80

3. INVOICE

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Itemized invoices shall be submitted to:

Ronald Reed
Department of Safety IT Lead
New Hampshire State Police
State Police Headquarters
33 Hazen Drive
Concord, New Hampshire 03305

4. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:
<https://www.nh.gov/treasury/state-vendors/index.htm>

STATE OF NEW HAMPSHIRE
Department of Safety - Connection to AWS Cloud
Contract DoIT 2021-010
EXHIBIT C: PAYMENT TERMS

5. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

State of New Hampshire

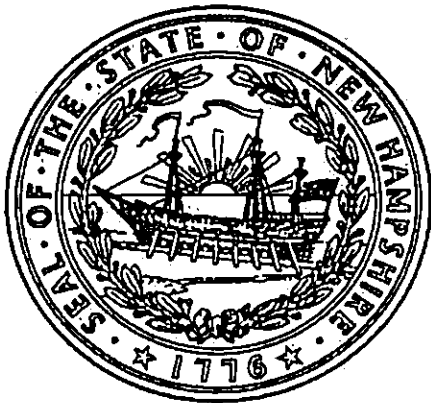
Department of State

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: 0004939007



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

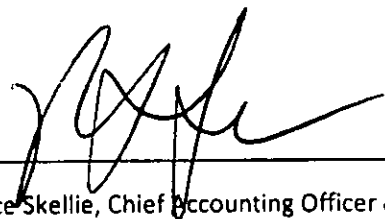
June 30th, 2020



OFFICER'S CERTIFICATE

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

WHEREOF, I hereunto affix my signature.



Bruce Skellie, Chief Accounting Officer & Treasurer

Corporate Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/30/2020

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

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

PRODUCER Cross Insurance-Portland 2331 Congress Street Portland ME 04102		CONTACT NAME: Amanda Harding PHONE (A/C, No, Ext): (207) 780-1677 FAX (A/C, No): (207) 780-6377 E-MAIL ADDRESS: aharding@crossagency.com													
INSURED FirstLight Fiber, Inc. 41 State St Albany NY 12207		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Great Northern Ins Co</td><td>NAIC # 20303</td></tr><tr><td>INSURER B: Federal Ins Co</td><td>20281</td></tr><tr><td>INSURER C: Travelers Indemnity Company of Connecticut</td><td></td></tr><tr><td>INSURER D: Beazley Insurance Co., Inc.</td><td>37540</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Great Northern Ins Co	NAIC # 20303	INSURER B: Federal Ins Co	20281	INSURER C: Travelers Indemnity Company of Connecticut		INSURER D: Beazley Insurance Co., Inc.	37540	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 20-20 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 WYD	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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			38052323	03/31/2020	08/12/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
	EACH OCCURRENCE	\$ 1,000,000																			
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																			
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PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			73602544	03/31/2020	08/12/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist</td><td>\$ 1,000,000</td></tr></table>	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				
	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			78187721	03/31/2020	08/12/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
	EACH OCCURRENCE	\$ 10,000,000																			
	AGGREGATE	\$ 10,000,000																			
		\$																			
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	UB-1P099851	11/01/2019	11/01/2020	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<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						
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
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D	Errors & Omissions			V267B5190101	03/31/2020	03/31/2021	<table border="1"><tr><td>Each Claim</td><td>\$10,000,000</td></tr></table>	Each Claim	\$10,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

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

NH 03301

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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