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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

July 14, 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 (DAS) to enter into a statewide contract with FirstLight Fiber, Inc. (Vendor No. 302277) of 41 State Street, Albany, NY, in an amount up to and not to exceed \$130,000.00, for the purpose of providing the State of New Hampshire with Internet Service Provider (ISP) Services. This contract shall be effective upon Governor and Council approval and ending on August 31, 2027 with the option to extend for up to additional two (2) years.

Funding shall be provided through individual agency expenditures, under the direction of Department of Office Information Technology (DoIT) 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 with FirstLight Fiber, Inc. to provide ISP Services. The contract for ISP Services, upon approval, will provide a continuation of the ISP installation, operational maintenance, and leasing for connections to 27 Hazen Drive in Concord, NH. There is currently no alternative viable solution for these services. If the contract for ISP Services, isn't approved, the result would be unintended downtime for agency operations in several locations within Concord NH. The proposed contract will replace the existing contract DAS and DoIT solicited and established a contract with Consolidated Communications Inc. via Governor and Executive Council approval of late Item #B, which expires August 31, 2022 without extension options.

The apparent low bidder FirstLight Fiber, Inc. was \$93.74 per a month lower than the next apparent low bid. Additionally, they are \$1,496.90 or 44.5% per a month lower than the current contract pricing of \$2,696.90 per month for 4000 Mbps ISP bandwidth speed which is currently held by the next apparent low bidder. This represents a total aggregate cost savings of \$32,206.27 maintaining the same speeds utilized by agencies today.

On May 19, 2022, DAS, through the Bureau of Purchase and Property, issued Request for Bid (RFB) 2600-22 with responses due on June 1, 2022. DAS sent notifications of the RFB through the appropriate Institute for Public Procurement (NIGP) industry code database. The RFB was also posted on the Division of Procurement and Support Services' public website. There were two compliant responses received with FirstLight Fiber, Inc. submitting lowest compliant pricing.

### FINANCIALS

The previous contract pricing detailed financial data for comparative analysis is as follows,

*Financial Data;*

<i>Prior Contract Spend;</i>	
<i>Previous contract (LBL and P-card)</i>	<i>\$ 104,206.27</i>
<i>Anticipated New Contract spend</i>	<i>\$ 72,000.00</i>
<i>Total Cost Savings</i>	<i>\$32,206.27 or 31%</i>

*Financials portion with price limitation*

Previous contract price limitation:	\$109,195.20
Price Limitation for new contract	\$130,000.00*

\*During the existing contract period bandwidth speed was increased from 400 mbps to 4000 mbps. The price limitation for the new contract takes into consideration additional bandwidth speed increases.

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

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Internet Service Provider (ISP) Services	Agency:	DoIT
Bid #	2600-22	Requisition: #	N/A
Agent Name	Wayne Goulet	Bid Closing:	June 6, 2022 @ 11:00AM (EST)

Service	QTY (Months)	Consolidated Communications		FirstLight Fiber, Inc.	
		Fixed Cost Per Month	Annual cost	Fixed Cost Per Month	Annual cost
4000 Mbps ISP Services	12	\$1,293.74	\$15,524.88	\$1,200.00	\$14,400.00
<b>TOTAL</b>			<b>\$15,524.88</b>		<b>\$14,400.00</b>
<b>Award</b>				<u>No Bid</u>	<u>Non-Compliant</u>

Vendor & reason



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

Denis Goulet  
*Commissioner*

June 20, 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 FirstLight Fiber, Inc. of Albany, NY, as described below and referenced as DoIT No. 2023-003.

The Department of Administrative Services requests approval to enter into a contract with FirstLight Fiber, Inc. to continue the ISP installation, operational maintenance, and leasing for connections to 27 Hazen Drive.

The cost of the contract is not to exceed \$130,000.00 and it shall become effective upon Governor and Council approval through August 31, 2027.

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 #2023-003

cc: Theresa Paré Curtis, DoIT


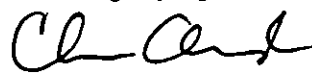

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name FirstLight Fiber, Inc.		1.4 Contractor Address 41 State Street, Albany, NY, 12207	
1.5 Contractor Phone Number  888-832-4976	1.6 Account Number  Various	1.7 Completion Date  August 31, 2027	1.8 Price Limitation  \$130,000.00
1.9 Contracting Officer for State Agency Wayne Goulet		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature  Date: 07/08/2022		1.12 Name and Title of Contractor Signatory Cheryl Carney - SVP Enterprise Sales and Channel Partners	
1.13 State Agency Signature  Date: 7/14/22		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 <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By:  On: 7/18/2022			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  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.

## 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 deliver to the Contracting Officer, not later than thirty (30) 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.

- If the State cancels under this clause, the State agrees to pay the Contractor, subject to Paragraph 4 of Form P-

37:

- (i) 100% of any undisputed service charges incurred and not yet paid before the termination date;

## 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.** To the extent permitted by applicable law, the Contractor shall defend, indemnify and hold harmless the other Party, its officers and employees, from and against any and all direct personal injury, property damage, and losses suffered by the indemnified Party, its

officers and employees, and any other third party due to the intentional misconduct or negligence of the indemnifying party except to the extent of the intentional misconduct or negligence of the indemnified Party. 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.

New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**14. INSURANCE.**

- a. 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:
  - i. 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
  - ii. 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.
- b. 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.
- c. 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.**

- a. 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*").
- b. 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



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.

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

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

FirstLight Fiber, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Internet Service Provider Services in accordance with the bid submission in response to State Request for Bid# 2600-22 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 2600-22
- 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) Form Number P-37 (as modified in EXHIBIT A "Special Provisions,"); (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2600-22," and (5) EXHIBIT E "Contractor's Bid Response."

**3. TERM OF CONTRACT**

The Contract may be extended for up to two (2) years under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.

The maximum term of the contract (including all extensions) shall not exceed seven (7) years.

**4. SCOPE OF WORK**

**SCOPE OF SERVICES:**

The Contractor shall be responsible for all services, network configuration, development and proof of concept associated with the contract. The Contractor shall be responsible for overall support and coordination, migrating from pre-existing contractor services, interfacing/integrating with agency systems, testing, and support services.

On July 1, 2022, fully operable services must be made available to the State for testing. Monthly invoices shall be forwarded to the State starting August 1, 2022 for billing a period of 55 months thereafter. No payments shall be made to the Contractor prior to the stated invoice dates.

**CONTRACTOR STAFF**

The Contractor shall provide a contract manager and key Contractor Staff for the administration of services.

**Security Review:** Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee must obtain a criminal history record review from the

Department of Safety, Division of State Police, and Criminal Records Unit.

(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 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 Telecommunications Section of any changes of Contractor employee criminal record status.
- All Contractor personnel must comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.
- Should installation personnel be rejected by the State, the Contractor must 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 Project Manager must 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 must be qualified to perform the obligations required of the position under the Contract. 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:** 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 must be completely aware of Contractor services, and fully capable of relating

such services to State needs. The Contractor must interpret State Telecommunications Service Request (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 of individual circuit request.

**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 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 must 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:** Contractor shall provide staff to assist in the transition of network circuits from the current contractor to Contractor services. Staff duties shall include verification of circuit connectivity and performance in association with State DoIT engineers.

**Single Point of Contact:** The Contractor must 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 contract third party contractors or Contractor partners. Contractor must provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis.

**Replacement of Personnel:** Contractor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Contractor during the course of the Contract. Contractor must make the individuals available to be interviewed by the State prior to the Project assignment. Assignment must 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 must be capable of receiving and interpreting Adobe, MS Office Professional and Visio files.

**Computer Access and Use Agreement:** Contractor and its employees assigned to this Project must 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 must 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 must utilize trouble and order tracking systems, reportable to the State, and 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 must participate in project and/or status meetings with State employees (or designees) during the term of any resulting contract, as required by the State. It is anticipated that the beginning of the project will require, at a minimum, weekly project/status meetings. Meetings shall include the State Project Manager (or designee) and the 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:** Contractor shall deliver transient Internet Services that include the capability to advertise one or more "Autonomous System Numbers", advertise Internet Routable IP Space assigned to the State of New Hampshire using the eBGP Routing Protocol. These services must be initially delivered in the State of New Hampshire at 27 Hazen Drive. Sites for additional future installation consideration are 110 Smokey Bear Blvd., 45 South Fruit Street, and 33 Hazen Drive. Locations may be added at any time.

All Circuits shall actively pass traffic as configured by the State ISP Routers using eBGP routing. The ISP must advertise the State of New Hampshire's Autonomous System Number from both ISP connections

and advertise the Internet Routes that we designate for each connection. The Contractor must work with the State Networking staff to use eBGP routing attributes that influence routing paths as set forth by the State. The State may at any time issue a disconnect notice for any or all circuits. The State may at any time seek similar Transient Internet Services from other Contractor to ensure diverse AS-Pathing from the Internet Backbone. 33 Hazen Drive and 27 Hazen Drive circuits shall be provided via alternate facilities, utilizing unique cable pathways, fiber facilities, gateways and switching centers. Contractor shall define the pathways and equipment for each circuit prior to installation.

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

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

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

**Contractor Service Review:** The Contractor shall review each type circuit to determine the exact requirements based upon the current Contractor definition. Incumbent Contractor if awarded a replacement contract shall review each site and verify circuit types, circuit number identifications and make recommendations for service updates. Each existing service must be replicated, with the awarded Contractor performing site audits to ensure replacement service operation without the installation of additional State owned Customer Premises Equipment (CPE). If such is required, the Contractor shall supply such equipment without additional charge to the State. In all cases, the Contractor shall be responsible to disconnect existing interfaces and connect new interfaces with associated equipment, test and verify complete operation at each location. The State shall retain the right to refuse any Contractor equipment and utilize State purchased equipment. The Contractor must work with the State to ensure circuit and equipment compatibility for full duplication of circuit and equipment operation.

**New Service or Change Order:** Any Service or Change Orders for the State of New Hampshire must originate from The Department of Information Technology – Statewide Telecommunications on a Telephone Service Request. Contractor must utilize and retain State issued Telecommunications Service Request numbers as a cross reference to any Contractor order number. Contractor must 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:** 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. The Contractor must 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. Any failures shall be reported to the State within 15 minutes of detection.

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. Circuit 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.

**Emergency Maintenance:** The Contractor must provide emergency maintenance for those network services designated by the State as important to the function 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 restricting individual office operations and/or connectivity outside of the office in any and all respects. All such reports must be remotely tested by the Contractor within 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. Contractor shall not limit daily 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 must provide routine maintenance for those network services designated by the State as routine maintenance services. Such services shall include, but are not limited to any problem regarding a single application while other applications remain operable. The Contractor must test the aforementioned service within two hours of report and repairs initiated within 4 hours. Any routine maintenance may be escalated to Emergency Maintenance at any time requested by the State.

**Initial Installations:** The Contractor shall replace ISP services currently provided to the State by the incumbent Contractor. Installations shall be complete prior to 7/31/2022. The Contractor shall not charge a onetime fee for the installation of any circuits.

**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 30 days of release of request to the Contractor. Within 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 5 business days after site review, verifying the installation date. The State shall be allowed up to five (5) business days after Contractor installation and release to test and verify services. Contractor shall not bill for services during this timeframe. 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 onetime fee for the installation of any circuits.

**Circuit and Interface Troubleshooting:** Contractor must provide first level State internal network related problem determination assistance at no fee. At a minimum, the successful Contractor must 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, must be specifically identified Exhibit C. Contractor will 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 state 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 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 30 days after 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 must be maintained at a 99.99% dependability factor, reflecting that service access is available for use 99.99% of the time based upon a 30 day time period. If a service becomes intermittent in connection or transport, and repeatedly fails, the State, at its sole discretion, may choose to terminate service at that location and seek replacement service from another vendor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

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

**Proactive Contractor Maintenance:** Contractor shall perform OS upgrades, hardware upgrades and general service maintenance on a routine basis. The State shall be advised in writing, 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 windows do not apply to trouble response issues.

**Performance Monitoring by State:** Contractor must provide a Performance Monitoring package. All Tests must 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. Contractor must provision Network Operations Center managed CPE that is manageable and monitored at the carrier Network Operations Center. This manageability must 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 24 consecutive hour period, the State at its sole discretion, may choose to terminate all services at all locations and seek replacement service from another Contractor, or pursue any or all remedies as set forth in Form Number P-37 Agreement.

**Redundant Connectivity:** The Contractor's core network shall have redundant connections between facilities within their infrastructure. The Contractor's core network shall use dynamic protocols for failover to redundant links, and must occur without human interaction. Should any link(s) fail the redundant link(s) must automatically forward traffic in less than 50 milliseconds.

**Port Blocking:** Contractor shall not block any ports or traffic between connections. Contractor shall not "break-in" or use protocol "sniffers" as methods of troubleshooting or any other purpose unless permission to do so is first obtained in writing from the State. Otherwise, Contractor must 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.

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

#### **PROOF OF CONCEPT (POC)**

Prior to acceptance of services, the Contractor must agree to a 30 calendar day service trial defined as a Proof of Concept (POC), allowing the State to verify Contractor services. The State shall incur no charges for POC activities, inclusive of installation, monthly charges, hardware and software. A total of 30 calendar days shall be allotted for the combined installation and trial period, beginning on 7/31/2022 and ending on 8/31/2022. Contractor failure to complete a POC per the specifications within this document shall negate the award and any impending contract with the Contractor.

#### **Contractor shall install one (1) test circuit:**

- 400Mbps circuit at 27 Hazen Drive, Concord, NH;

The POC circuit shall be installed for utilization to the maximum throughput defined by the State. Contractor must submit a detailed POC testing procedure to verify all applicable requirements upon contract approval. The State shall review the test procedure and request modifications as necessary to insure complete in service testing. Test procedure shall include the following items:

- Connectivity for all State applications and routing protocols;
- Verification of all service performance criteria noted within the RFB, including uptime, failover, performance monitoring, etc.;
- Evidence that performance is not degraded, packets are not lost, excess latency does not occur and jitter does not create instability during Traffic simulation at 100% of the circuit Committed Information Rate (CIR);
- Successful display of Contractor Help Desk performance and escalation path in a simulated outage.

## **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 #2600-22, 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\(q0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpya5i45))/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**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Internet Service Provider Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$130,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

27 HAZEN DRIVE, CONCORD, NH

ITEM	QUANTITY	FIXED COST PER MONTH
4000 Mbps ISP Services	1	\$ 1,200.00 Per Circuit

**ALTERNATE SERVICE COSTS**

BANDWIDTH REQUIREMENT	FIXED COST PER MONTH
200M	\$320.00 Per Circuit
400M	\$490.00 Per Circuit
500M	\$530.00 Per Circuit
600M	\$610.00 Per Circuit
800M	\$630.00 Per Circuit
1000M	\$660.00 Per Circuit

<b>2000M</b>	\$1,000.00 Per Circuit
<b>4000M</b>	\$1,200.00 Per Circuit
<b>6000M</b>	\$1,620.00 Per Circuit
<b>8000M</b>	\$2,160.00 Per Circuit
<b>10000M</b>	\$2,700.00 Per Circuit

**3. INVOICE**

Unless otherwise detailed in Exhibit B, itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

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

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

**4. PAYMENT**

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

**EXHIBIT D**

RFB #2600-22 is incorporated here within.

**EXHIBIT E**

Contractor's bid Response to RFB 2600-22 is incorporated here within



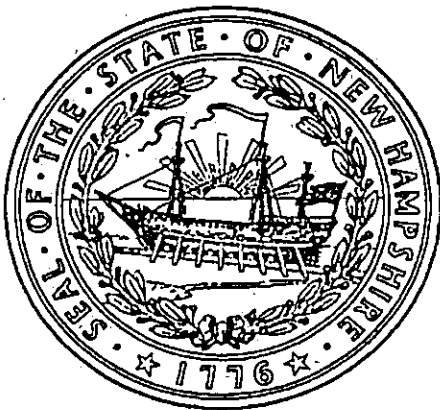
**State of New Hampshire**  
**Department of State**

CERTIFICATE

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

Business ID: 673181

Certificate Number: 0005820677



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of July A.D. 2022.

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

David M. Scanlan  
Secretary of State




## OFFICER'S CERTIFICATE

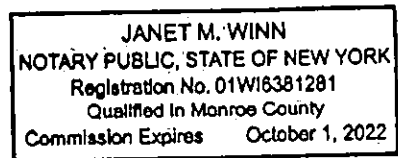
I, Jill Sandford, Chief Legal Officer, FirstLight Fiber, Inc, a Delaware Corporation and each of its subsidiaries ("FirstLight"), hereby certify that under the Delegation of Authority governance rules for FirstLight, Cheryl Carney, Senior Vice President Sales is authorized to execute contractual documents for the provision of Internet Services by FirstLight to the State of New Hampshire, Department of Information Technology RFB #2600-22.

WHEREOF, I hereunto affix my signature this 8<sup>th</sup> day of July 2022.

  
\_\_\_\_\_  
Jill Sandford  
Chief Legal Officer

Sworn and subscribed before me on this 8<sup>th</sup> day of, July 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).

PRODUCER		CONTACT NAME: Amanda Harding	
Cross Insurance-Portland		PHONE (A/C, No, Ext): (207) 780-1677	FAX (A/C, No): (207) 780-6377
2331 Congress Street		E-MAIL ADDRESS: aharding@crossagency.com	
Portland ME 04102		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Northern Ins Co	NAIC # 20281
		INSURER B: Federal Ins Co	20281
		INSURER C: Travelers Indemnity Company of Connecticut	25682
		INSURER D: Beazley Insurance Co., Inc.	37540
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21/22 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36052323	08/12/2021	08/12/2022	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 - COMPROP AGG \$ 2,000,000 \$
A	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	08/12/2021	08/12/2022	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			78187721	08/12/2021	08/12/2022	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-2R712305-20-26-G	08/12/2021	08/12/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Technology Errors & Omissions (Cyber Liability Included)			V267B5220401	03/31/2022	03/31/2023	Each Claim \$10,000,000

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

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 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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**Workers'  
Compensation  
Board**

## CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>FirstLight Fiber, Inc. 41 State St Albany, NY 12207</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 207-333-3406</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 010656735</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord NH 03301</p>	<p>3a. Name of Insurance Carrier Travelers Indemnity Co of CT</p> <p>3b. Policy Number of Entity Listed in Box "1a" UB-2R712305</p> <p>3c. Policy effective period <u>08/12/2021</u> to <u>08/12/2022</u></p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

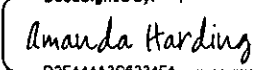
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

**Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Amanda Harding  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  06/14/2022 | 1:38 PM EDT  
(Signature) (Date)

Title: Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 207-780-1677

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**

## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.