124

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

JOSEPH B. BOUCHARD
Assistant Commissioner
(603)-271-3204

April 13, 2015

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise the renewal option to amend a current contract with SegTel Inc. d.b.a. FirstLight Fiber of 165 Ledge St., Nashua, NH 03040, (VC 158610), originally approved by Governor and Executive Council on July 11, 2012 item #17, for the provision for high capacity fiber optic cabling telephone and data service connectivity to and among the State office parks by increasing the price limitation by $108,000 from $180,000 to $288,000 and extending the end date of the agreement from July 30, 2015 to July 30, 2017, effective upon Governor and Executive Council approval.

Funding is outlined below contingent upon availability and continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified.
100% Agency Income (derived from State Agency and network charges)

02-23-23-236510-1870000, Dept. of Safety, Statewide Telecommunications,

	FY 2016	FY 2017	FY 2018
039-500187 Telecommunication Networking	$49,500	$54,000	$4,500

EXPLANATION

The original contract for SegTel Inc. was approved by the Governor and Executive Council on July 11, 2012 (Item #17). The current contract provides Dark Fiber Facilities Services for the State. This amendment will extend this contract for an additional two years as permitted per the original agreement and will incorporate a 10% discount for the additional 24 months. All other terms and conditions shall remain in full force and effect.

Respectfully Submitted,

Joseph B. Bouchard
Assistant Commissioner

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

Steven J. Kelleher
Acting Commissioner

March 26, 2015

Linda M. Hodgdon
Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, NH 033015

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract Amendment with SegTel, Inc. d.b.a. FirstLight Fiber to provide the State with leased dark fiber facilities as described below and referenced as DoIT No. 2012-075A.

> SegTel, Inc. has provided high capacity fiber optic cabling that provides telephone and data service connectivity to and among the State office parks. This contract will support any number of initiatives including dense wavelength division multiplexing (DWDM), asynchronous transfer mode (ATM), Voice over IP and video applications. This contract extension increases the contract value from $180,000 for the initial three year contract by $108,000 for the two year extension to a total Contract price limitation of $288,000. The term of this amendment will begin July 31, 2015 and end no later than July 30, 2017 upon approval of Governor and Executive Council.

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

Sincerely,

Steven J. Kelleher

SJK/dcp
DAS 2012-075A

cc: David Perry, Contracts Manager, Bureau of Finance & Administration

State of New Hampshire

Robert D. Stowell
Administrator
603/271-3606

Michael P. Connor
Deputy Commissioner
603/271-6899

Department Of Administrative Services
Division of Plant & Property Management
Bureau Of Purchase & Property
State House Annex
25Capitol Street
Concord, New Hampshire 03301
603/271-2201

CONSENT TO ASSIGNMENT

The N.H. Department of Administrative Services ("State") hereby conditionally consents to SegTel, Inc., d/b/a/ FirstLight Fiber's assignment of the Dark Fiber Facilities Services contract approved by Governor and Council on July 11, 2012 to FirstLight Fiber ("FirstLight").

This consent to assignment is conditioned upon FirstLight's assuming full responsibility for performance of the entire aforementioned contract, including but not limited to, any and all obligations and liabilities under the contract for the full term and any extension of the contract.

Subject to the conditions contained herein, this assignment shall be effective upon approval by Commissioner of Administrative Services.

By: Linda M. Hodgdon

Name: Linda M. Hodgdon

Title: Commissioner, Dept. of Administrative Services

Date: 1/16/15

FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN THE STATE OF NEW HAMPSHIRE
THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
SEGTEL, INC., d/b/a FIRSTLIGHT FIBER

This First Amendment (hereafter called the "Amendment") dated this 6th day of March, 2015 by and between the State of New Hampshire acting through the Department of Administrative Services (hereinafter referred to as the "State") and SegTel, Inc. d/b/a FirstLight Fiber, with a place of business at 165 Ledge St., Nashua, NH 03040 (hereinafter referred to as the "Contractor");

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") which took effect the 11th day of July 2012 and set to expire July 30, 2015, the Contractor agreed to provide telephone and data service connectivity to and among the State office parks via Dark Fiber Facilities Services to the State of New Hampshire upon the terms and conditions specified in the Agreement in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended only by a written instrument executed by the parties thereto and only after approval of such amendment by the Governor and Council; and

WHEREAS, the Contractor and the State wish to extend the Agreement for a period of twenty four (24) months at the same terms and conditions, to include a 10% discount in pricing, as stated herein; and

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

1. Delete Section 1.3 in its entirety and replace with the following:
   1.3 Contractor Name SegTel, Inc. d/b/a FirstLight Fiber

2. Delete Section 1.4 in its entirety and replace with the following:
   1.4 Contractor Address 165 Ledge St., Nashua, NH 03040

3. Delete Section 1.5 in its entirety and replace with the following:

   1.5 Contractor Phone Number 603 845-5018

4. Delete Section 1.7 in its entirety and replace with the following:
   1.7 Completion Date July 30, 2017

5. Delete Section 1.8 in its entirety and replace with the following:
   1.8 Price Limitation $288,000

6. Delete Exhibit A, Scope of Services, 1. Introduction in its entirety and replace with the following:

Initials: DC
Date: 3/6/15

SegTel d.b.a. FirstLight Fiber (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Dark Fiber Facilities in accordance with NH State Proposal Bid # 1364-12 and as described herein.

7. Amend Exhibit A, Scope of Services, 3. Term of Contract as follows:

The term of the contract shall be extended for a period of twenty four (24) months commencing July 31, 2015 and expiring thereafter on July 30, 2017.

8. Amend Exhibit B, 1. as follows:

The contract price limitation for this contract is $ 288,000

9. Amend Exhibit B, 2. As follows:

CABLE SEGMENT	FROM	TO	PRICE
			Monthly Price
1	129 Pleasant St.	25 Capitol St.	$ 2,250.00
2	25 Capitol St.	7 Hazen Drive	$ 2,250.00

10. Except as specifically amended herein, all other provisions of the Agreement, approved by Governor and Council on July 11, 2012, Item # 17, shall remain in full force and effect.

Initials: RJC
Date: 7/6/15

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

STATE OF NEW HAMPSHIRE
Department of Administrative Services

By: Joseph Bouchard Asst. Comm.
for Linda M. Hodgdon, Commissioner

Date: March 22, 2015

SegTel, Inc. d/b/a FirstLight Fiber

By: Patrick J. Coughlin
Patrick Coughlin, Senior VP, Sales and Marketing

Date: 3/6/15

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On the 6th day of MARCH, 2015, there appeared before me, in the state and county foresaid a person who satisfactorily identified him/herself as PATRICK COUGHLIN, and acknowledged that he/she executed this document indicated above.

In witness thereof, I hereto set my hand and official seal.

3-6-15
Notary Public/Justice of the Peace

My commission expires:

3-24-15

ANTHONY J. SALAMANCA
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES MARCH 24, 2015
NOTARY PUBLIC

Initials: JC
Date: 3/6/15

Approved as to form, execution and substance:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Assistant Attorney General

Date: 5/18/15

I hereby certify that the foregoing contract was approved by the Governor and Council of the State of New Hampshire at the Meeting on _____ _____, 2015.

OFFICE OF THE SECRETARY OF STATE

By: _____

Title: _____

Initials: RJC
Date: 3/6/15

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 is a New Hampshire trade name registered on September 6, 2013 and that TVC Albany, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May, A.D. 2015

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gary Kraemer, Chief Financial Officer of SegTel, Inc. do hereby certify that:

(1)I am the duly elected Chief Financial Officer of Segtel, Inc. a New Hampshire corporation (the corporation).

(2)As Senior Vice President, Patrick Coughlin has the authority to enter into contracts on behalf of the Corporation.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology providing for the performance of certain dark fiber rental services, and that the Senior Vice President of Sales and Marketing be and hereby is authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same; RESOLVED: That the signature of any office of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby.

(3)the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as the date hereof;

(4)the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Gary Kraemer, Chief Financial Officer

Pat Coughlin, Senior Vice President

CERTIFICATE OF AUTHORITY (page 2)

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Financial Officer of the Corporation this 6th day of March 2015,

Chief Financial Officer

STATE OF NEW HAMPSHIRE

COUNTY OF HILLSBOROUGH

On this the 6th day of MARCH, 2015, before me,

Anthony J. SALAMANCA, the undersigned Officer, personally appeared GARY KRAEMER, who acknowledged her/himself to be the CHIEF FINANCIAL Officer of SegTel, Inc, a corporation, and that she/he, as such CHIEF FINANCIAL OFFICER, being authorized to do so, executed the foregoing instrument for the purposed therein contained, by signing the name of the corporation by her/himself as CHIEF FINANCIAL OFFICER.

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

Notary Public/Justice of the Peace

My Commission Expires: 3-24-15

ANTHONY J. SALAMANCA
STATE OF
MY
COMMISSION
EXPIRES
MARCH 24
2015
NEW HAMPSHIRE
NOTARY PUBLIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2015

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 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
First Niagara Risk Management, Inc
555 Patroon Creek Blvd
Albany NY 12206

CONTACT NAME: Michael Kennedy
PHONE (A/C, No, Ext): (518) 427-7155 FAX (A/C, No): (518) 427-7171
E-MAIL ADDRESS: Michael.Kennedy@fnrm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Co	20303
INSURER B: Federal Insurance Company	20281
INSURER C: Chubb Indemnity Insurance Co	12777
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
TVC Albany Inc, DBA: FirstLight Fiber
(See Attached)
41 State Street
Albany NY 12207

COVERAGES CERTIFICATE NUMBER: 14 LAEW Reocccuring 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		35978947 Primary and non contibutory when required by written contract	8/30/2014	8/30/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			7351443 Primary and non contributory when required by written contract	8/30/2014	8/30/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			79872820	8/30/2014	8/30/2015	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71725248	8/30/2014	8/30/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Error's & Ommission			35978947	08/30/2014	08/30/2015	Aggregate Limit: Technology Aggegate SubLimit	$5,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is included as an Additional Insured under the General Liability with respect to ongoing work performed for them by the Named Insured when required by executed contract.

CERTIFICATE HOLDER

State of New Hampshire, Admin Services
Purchasing Agent
Robert Lawson or hsi/her succesor
Bureau of Purchase & Property
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Bonetto/MKENNE

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INS025 (201005) 01 The ACORD name and logo are registered marks of ACORD

Additional Named Insureds

Other Named Insureds	
FirstLight Fiber DBA	Doing Business As
Interdial Networks, LLC	Limited Liability Company, Insured Multiple Names
NCIA DBA Computer Outlet	Corporation, Insured Multiple Names
North Country Internet Access, Inc.	Corporation, Insured Multiple Names
Planet 2000 Networks, Inc.	Corporation, Insured Multiple Names
RUWIFI,LLC	Limited Liability Company, Insured Multiple Names
Segnet Technologies Inc.	Corporation, Insured Multiple Names
Segtel Inc.	Insured Multiple Names
TVC Albany Inc. dba Tech Valley Communicatios	Corporation, Insured Multiple Names

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

June 6, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

7/11/2012

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with SegTel Inc., (VC 158610), of Lebanon, NH for a total price not to exceed $180,000, for the purpose of providing telephone and data service connectivity to and among the State office parks via Dark Fiber Facilities Services. The contract shall begin upon Governor and Executive Council approval through July 30, 2015. **100% Agency Income (derived from State Agency and network charges).**

Funding is outlined below contingent upon availability and continued appropriations with the authority to adjust between fiscal years through the Budget Office if needed and justified.

02-23-23-236510-1870000, Dept. of Safety, Telecommunications Section,

	FY 2013	FY 2014	FY 2015	FY2016
039-500187 Telecommunication Networking	$55,000	$60,000	$60,000	$5,000

EXPLANATION

Approval of the attached service contract will authorize SegTel Inc. to establish Dark Fiber Facilities Services for the State. Dark fiber service is service provided by local exchange carriers (LECs) for the maintenance of optical fiber transmission capacity between customer locations in which the light for the fiber is provided by the customer rather than the LEC

On November 23, 2011, the Bureau of Purchase and Property released a solicitation for a Dark Fiber Facilities Provider. Three vendors submitted bids with the lowest bid being from SegTel, Inc. The Department of Administrative Services, DoIT and the Department of Safety, Telecommunications Section reviewed and verified that the subject vendor met all of the requirements of the bid. This bid was advertised in a statewide newspaper and on the Purchase and Property website. Attached are the results of the bid.

Respectfully Submitted,

Linda M. Hodgdon

Linda M. Hodgdon
Commissioner

12/21/2012

RBL

RFB 1364-12

Statewide Contract for Dark Fiber

DESCRIPTION		New Hampshire Optical Systems	G4 Comm
Table 1		Non Compliant	Non Compliant
Table 2	$ 4,500.00		

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

S. William Rogers
Commissioner

June 4, 2012

Linda M. Hodgdon
Commissioner
Department of Administrative Services
25 Capitol Street, Room 120
Concord, NH 033015

Dear Commissioner Hodgdon:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with SegTel, Inc. to provide the State with leased dark fiber facilities as described below and referenced as DoIT No. 2012-075.

> SegTel, Inc. shall include all facilities and equipment necessary to install terminated fiber strands of dark fiber connecting 129 Pleasant St. to 25 Capitol St., and 25 Capitol St. with 7 Hazen Drive with 48 fiber strand. SegTel shall provide managed fiber services with un-metered bandwidth to support any number of initiatives including SONET, DWDM, ATM, Voice over Internet Protocol and video applications. Cable shall be fully functional and available to the State on or before August 1, 2012. Contract price limitation is $180,000. This contract shall be effective upon Governor and Executive Council approval through July 30, 2015.

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

Sincerely,

Peter C. Hastings for Bill Rogers

S. William Rogers

SWR/dcp
DOS 2012-075

cc: David Perry, Contracts Manager, Bureau of Finance & Administration

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name SegTel, Inc.		1.4 Contractor Address PO Box 610, 325 Mount Support Road, Lebanon, NH 03766	
1.5 Contractor Phone Number 603 676-8222	1.6 Account Number	1.7 Completion Date July 30, 2015	1.8 Price Limitation $180,000
1.9 Contracting Officer for State Agency Robert Lawson, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3147	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory J.L. KOTT, PRESIDENT	

1.13 Acknowledgement: State of New Hampshire County of Grafton

On 5-29-2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

CAROLYN COLE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Dec. 20, 2015

1.13.2 Name and Title of Notary or Justice of the Peace

Carolyn Cole, Esq., Notary Public

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Rosemary Wiant On: 6-14-12

1.18 Approval by the Governor and Executive Council

By: On:

Contractor Initials:

Date: 5/27/2012

Subject: Dark Fiber Facilities P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name SegTel, Inc.		1.4 Contractor Address PO Box 610, 325 Mount Support Road, Lebanon, NH 03766	
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1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory J.L. KOTZ PRESIDENT	

1.13 Acknowledgement: State of New Hampshire County of Grafton

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1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

CAROLYN COLE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Dec. 20, 2015

1.13.2 Name and Title of Notary or Justice of the Peace

Carolyn Cole, Esq., Notary Public

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Administrative Services

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Rosemary Wiant On: 6-14-12

1.18 Approval by the Governor and Executive Council JUL 11 2012

By DEPUTY SECRETARY OF STATE

 Contractor Initials:

Date: 5/29/2012

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

Contractor Initials: JT

Date: 5/28/2012

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

Contractor Initials: J

Date: 5/29/2012

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

Contractor Initials: _____

Date: 5/29/2012

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used

Contractor Initials: _____

Date: 5/29/2012

in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials: _____

Date: 5/29/2012

GLOSSARY OF TERMS AND ABBREVIATIONS

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

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

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

Contract - Final contract signed by the Contractor and State.

Contractor - An individual, corporation or other entity and their subcontractor engaged in the business of supplying Communication Network Services pursuant to a Contract. More than one Contractor may be awarded contracts, but text shall reflect the term Contractor for simplicity.

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

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

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

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

Department - The State of New Hampshire, Department of Safety.

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

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

Demarc - The point of interface (demarcation) that delineates State owned facilities and equipment from Contractor's facilities and equipment. Demarcs shall be those currently established by the State inclusive of wiring blocks and jacks.

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

Contractor Initials: _____

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

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

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

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

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

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

State - The State of New Hampshire, Department of Administrative Services.

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

RSA – Revised Statutes Annotated

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

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

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

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

Contractor Initials: _____

Date: 5/29/2012

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

SegTel (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire with Dark Fiber Facilities in accordance with NH State Proposal Bid # 1364-12 and 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, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Schedule
d. EXHIBT C Special Provisions
e. EXHIBIT D RFB 1364-12
f. EXHIBIT E SegTel Response to RFB 1364-12

Note, in the event of any conflict or contradiction between Exhibit D and Exhibit E, the language of Exhibit E shall control.

3. TERM OF CONTRACT

The contract shall commence upon the approval of Governor and Executive Council through July 30, 2015, a period of approximately three years.

The term of the contract may be extended for one additional two-year period, subject to approval by Governor and Executive Council. The terms and conditions will remain the same as indicated herein.

Contractor Initials: _____

Date: 5/29/2012

4. PURPOSE

Contractor shall provide the State the Services and Deliverables required under this Contract, as set forth herein, in accordance with Exhibit B, Payment Schedule.

Contractor shall provide leased dark fiber facilities in Concord, New Hampshire. Fiber shall be utilized by the State of New Hampshire with installation and maintenance provided by the Contractor. Fiber strands and cable shall be dedicated to the State for its operations and associated applications.

5. CONTRACTOR ELIGIBILITY REQUIREMENTS

Contractor shall provide all services via its own fiber facilities. The State of New Hampshire shall be listed as the customer of record with primary service provider.

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

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

6. PURCHASE OUTSIDE OF CONTRACT

The State reserves the right to contract for these services outside of the awarded contract where it is deemed in the best interest of the State.

7. TERMINATION

The State of New Hampshire shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) days advance written notice.

8. SUBCONTRACTORS

Contractor Initials: _____

Date: 5/29/2012

The Contractor shall be solely responsible for meeting all requirements and terms and conditions of this Contract.

9. SERVICE LOCATIONS AND PATHWAYS

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

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

9.1 Cable Path

The State shall not define fiber pathways. Contractor shall use any pathway available to them. It is the responsibility of the Contractor to obtain and retain 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.

9.2 State Conduit

Contractor shall maintain cable in a conduit feeding 7 Hazen Drive, accessible from a vault located on Loudon Road near the intersection with Hazen Drive. Contractor shall be responsible to maintain conduit to access vault from the Contractor's cable network. Contractor shall be responsible to install string and/or replace any existing pull string utilized. Contractor shall be responsible to install/replace seals and waterproofing if existing conduit is disturbed or if additional conduit is installed.

Contractor Initials: _____

Date: 5/29/2012

9.3 Private Conduit

All conduits other than those defined in Section 10.2 ***State Conduit*** are privately owned. Contractor shall make arrangements with private parties (primarily FairPoint) to maintain access as necessary to install fiber.

10. SERVICES

10.1 Service Offering

Contractor shall provide managed fiber services with un-metered bandwidth to support any number of initiatives including SONET, DWDM, ATM, Voice over Internet Protocol and video applications. Cable shall be fully functional and available to the State on or before August 1, 2012.

10.2 Ownership

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

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

10.3 Fiber Utilization

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

10.4 Termination Equipment

The Contractor shall install fiber between each location with the fiber strand count noted in section **10.0 Service Locations.** Termination shall include building penetration with cable extended to existing computer rooms, within 50 meters of building penetration. Contractor shall install an Optical Line Interface Unit (OLIU) terminating into SC type connectors.

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10.5 Penetrations

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

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

10.7 Cable Characteristics

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

10.8 Cable Loss Measurements

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

10.9 Transport Limitations

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

Contractor Initials: _____

Date: 5/29/2012

10.10 Facility Maintenance

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

10.11 Power Provisioning

Contractor equipment shall 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.

10.12 Service Availability

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

10.13 Response to Trouble Calls

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

After emergency repairs are completed, the technician shall retest the network and verify with State that services are restored. If additional work is required over and above initial repairs made during the restoration, such as pole replacements, transfers and rearrangements, or other non-emergency construction, that work shall be scheduled for a later date. Any invasive non-emergency work shall be scheduled with the State.

10.14 Critical Maintenance and Escalation

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

Contractor Initials: JS

Date: 5/29/2012

10.15 Dependability

Services shall be maintained at a 99.99% dependability factor, reflecting that service is available for use 99.99% of the time based upon a 30 day time period. If this standard is not met during any month, the Contractor shall provide to the State credits equal to the monthly recurring charge for each fiber segment that fails to meet the dependability standard. In addition, if a fiber segment becomes intermittent in connection or transport and repeatedly fails accumulating more than 120 minutes of downtime over a 30-day period, the State shall direct the Contractor to replace the fiber and related equipment. Network availability measurements shall exclude service outage for scheduled maintenance or upgrades, or caused by Customer, Customer's equipment, or Customer agreements with other parties.

10.16 Fiber Security

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

10.17 Premises Access

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

10.18 Installation Standards

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

Contractor Initials: S

Date: 5/29/2012

10.19 Subcontractors

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

10.20 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.

10.21 State Agency Project/Status Meetings

The Contractor shall participate in project and/or status meetings with State employees (or designees) during the term of this 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 shall 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.

10.22 As Built Drawings

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

Contractor Initials: _____

Date: 5/29/2012

11. STAFFING

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

11.1 Primary State Contact

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

Dennis J. Leclerc

Department of Safety-E911
Statewide Telecommunications
33 Hazen Drive
Concord, NH 03305

E-Mail: dleclerc@desc.nh.gov

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

11.2 Primary Contractor Contacts

Contractor shall provide a primary contracting officer for all services provided to the State.

11.3 Contractor Account Management

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

11.4 Account Team Access

Contractor shall provide telephone, facsimile, and 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.

11.5 Security Review

Prior to providing service to the State and entering any State facility, each Contractor and/or subcontractor employee shall obtain security clearance from the State. Each employee's name, social security number and date of birth must be provided. No Contractor

Contractor Initials: JZ

Date: 5/29/2012

employee shall be allowed on a job site without first obtaining such clearance for the life of the Contract and extensions thereof. These terms are inclusive of any subcontractor or other personnel providing services at State facilities. The determination of acceptance shall be solely the State's decision, and access shall be granted on a pass/fail basis only. The State shall not be required to provide any details as to the acceptance or rejection of site access to Contractor personnel. The following security requirements apply:

- Employee agreements allowing background checks shall be exclusively the responsibility of the Contractor.
- 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 employees providing service to the State, and obtain authorization from the State for acceptance 10 business days prior to service provisioning by such employee.
- All 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.

11.6 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.

11.7 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.

Contractor Initials: JZ

Date: 5/29/2012

11.8 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 or acquiring badges shall be solely borne by the Contractor.

11.9 Status Meetings and Reporting

The State believes that effective reporting through meetings and written reports are essential to project success. The Contractor shall host meetings, provide meeting minutes and clerical support. At a minimum, the Contractor shall provide the following:

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

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

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

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

11.10 Quality Assurance Approach

Contractor shall maintain relevant test equipment within New Hampshire (e.g., Optical Time-Domain Reflectometer [OTDR], Optical Spectrum Analyzer [OSA]) to provide extensive post installation verification tests on every strand in every segment, detailing full

Contractor Initials: JS

Date: 5/27/2012

optical characteristics including multi frequency OTDR results, chromatic dispersion and polarized mode dispersion test results.

Contractor Initials: JR

Date: 5/09/2012

11.11Project Work Plan

- Contractor shall provide all of engineering services required to plan, design and install a network of the type defined within Included. shall be including, planning, design, production of original and final designs, documentation of updates, design of ring configurations, splicing design, site surveys, network planning, manhole breakout designs, cable entrance designs for the State-specified sites, fundamental, red-line and as-built drawings.
- Contractor shall deliver fully-tested, fiber optic facilities to State specifications, ready for network commissioning.

Contractor Initials:

Date: 5/29/2012

EXHIBIT B
PAYMENT SCHEDULE

1. The contract price limitation for this contract is $ 180,000

2. The monthly payment schedule is indicated in Table 1 below:

Table 1

CABLE SEGMENT	FROM	TO	PRICE
			Monthly Price
1	129 Pleasant St.	25 Capitol St.	$___2,500.00___
2	25 Capitol St.	7 Hazen Drive	$___2,500.00___

3. **INVOICING** –Payments shall be due within thirty (30) days after receipt of a properly documented invoice. The prices agreed to in this document shall remain firm for the entire term of the Contract.
4. No travel expenses nor equipment delivery charges shall be paid by the State.
5. **ADMINISTRATION** - The Contractor shall assign a dedicated financial representative to the State account that will cooperate with the State to resolve billing, payment or report and invoice accuracy problems that may occur during the course of the contract.

   The 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.

The costs listed herein are the only costs to be charged the State throughout the duration of this contract. Only costs as labeled shall be assessed to the State. Charges incurred as a result of doing business, a result of governing body legislation, tariffs, Contractor policies or otherwise

Contractor Initials:_____

Date: 5/29/2012

shall not be reflected as additional charges to the State. The only compensation paid by the State to the Contractor shall be that disclosed within this document. Invoice charges not included here shall be credited the State as an invoicing error.

It is the responsibility of the Contractor to maintain and pay for the required permits and access to utility poles or conduit.

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

   Department of Safety-E911
   Statewide Telecommunications
   33 Hazen Drive
   Concord, NH 03305

   or alternate address. Complete billing information shall arrive at the State no later than the 10th of the month following the billing period. The Contractor shall be capable of receiving electronic payments from the State.

Contractor Initials: P

Date: 5/29/2012

2. State RSA 21-I:8(c) requires that Contractor charges "are just and proper claims against the State and within appropriations provided by statute." Contractor shall be responsible to justify all charges to the State. Invoices shall be reviewed for accuracy prior to delivery to the State. All billing information provided to the State shall reflect same information. Conflicts between support data and billing shall be considered incomplete billing and payment held until proper support information is provided by the Contractor.
3. All billing shall be on a monthly basis, covering services from the first day of the billed month through the last day of the billed month, inclusive. Invoices shall be delivered only after the end of the service month. The state shall not be billed nor pay for services in advance of service delivery.
4. Contractor shall define and retain unique account identifiers used in its billing to define individual State billing locations.
5. The Contractor shall maintain a full ledger process, reviewing all payments to State accounts. If any received payment exceeds the individual account invoice, the Contractor shall contact the originator of the payment for payment review and justification.

6. The Contractor shall be responsible for all cable pathways, rights-of-way, equipment, conduit, conduit installation, make ready work, cable provisioning and installation logistics
7. Cost Table 1 headings are defined as follows.

   Cable Segment: Cable reference designation.
   From: One of the two endpoints of the fiber cable.
   To: One of the two endpoints of the fiber cable.
   Price: Price per Month for 36 months.

Contractor Initials: JP

Date: 5/29/2012

EXHIBIT C
SPECIAL PROVISIONS

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per incident and no less than $1,000,000 in excess/umbrella liability each occurrence; and

2. There are no other special provisions for this contract.

Contractor Initials
Date 5/29/2012

EXHIBIT D

RFB 1364-12 is incorporated herewith.

Contractor Initials

Date 5/29/2012

EXHIBIT E

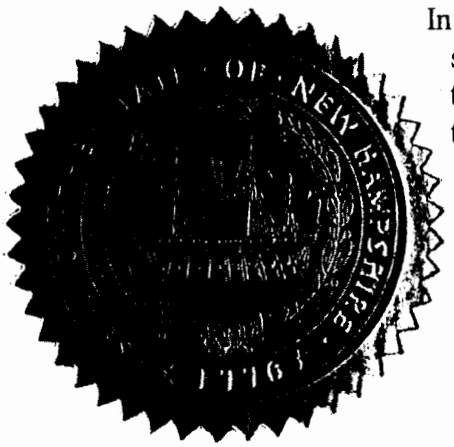
SegTel Response to RFB 1364-12 is incorporated herewith.

Contractor Initials
Date 5/22/2012

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 Segtel, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 19, 1998. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May, A.D. 2012

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jeremy Katz, President/Treasurer/Secretary of segTEL, Inc. do hereby certify that:

(1) I am the duly elected President/Treasurer/Secretary of segTEL, Inc., a New Hampshire corporation (the "Corporation");
(2) I am the sole officer of the Corporation;
(3) I am the sole individual authorized to enter into Contracts on behalf of the Corporation

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology providing for the performance of certain dark fiber rental services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;
RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
(6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Jeremy Katz	President
Jeremy Katz	Vice President
Jeremy Katz	Treasurer

and;

CERTIFICATE OF AUTHORITY (page 2)

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 29th day of May, 2012.

_____
Clerk/Secretary

STATE OF New Hampshire
COUNTY OF Grafton
On this the 29th day of May, 2012, before me,
Carolyn Cole, the undersigned Officer, personally appeared Jeremy Katz, who acknowledged her/himself to be the President, Vice President, Treasurer, Secretary, of SenTEL, Inc., a corporation, and that she/he, as such President, Vice President, Treasurer, Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as President, Vice President, Treasurer, Secretary.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carolyn Cole
Notary Public/Justice of the Peace
My Commission Expires: CAROLYN COLE
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My commission expires Dec. 20, 2015

SEGNE-1 OP ID: AT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/12

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 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
CENTURION CORPORATION
Centurion Place, PO Drawer 959
Hanover, NH 03755-0959
A. W. Cunningham, CIC

603-643-2000
603-643-2740

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Hanover Insurance Co.	
INSURER C : Travelers	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED segTEL, Inc.
P.O. Box 610
Lebanon, NH 03766

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			3579-82-08	02/05/12	02/05/13	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
							Emp Ben.	$ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AWV-63811836-02	01/21/12	01/21/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			7981-62-54	02/05/12	02/05/13	EACH OCCURRENCE	$ 11,000,000
							AGGREGATE	$ 11,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1FUB-1136X02-9-12	02/05/12	02/05/13	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Robert Lawson or his Successor

CERTIFICATE HOLDER

State of NH, Dept of Admin Svc
PurchasingAgnt Robert Lawson
Bureau of Purchase & Property
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Dark Fiber Contractors, 11/18/2011

Vendor	Contact	E-mail	Telephone Number	Address 1	Address 2	City	State	Zip
Segtel	Kevin Shea	kevin@segtel.com	603-676-8237	PO Box 610		Lebanon	NH	03766
FairPoint	Joe Weisenburger	jweisenburger@fairpoint.com	603-722-0605	900 Elm Street	16th Floor	Mancheste	NH	03101
Comcast	Chris Hodgdon	chris_hodgdon@cable.comcast.com	(603) 628-3380	54 Regional Drive		Concord	NH	03301
Paetec	David Allen	david.allen@paetec.com	603-206-1042	1000 Elm Street	Suite 201	Mancheste	NH	03101
G4	Anthony Salamanca	tonys@G4.net	603-845-5018	25 S. Maple St		Mancheste	NH	03103
Qwest	Julie Erickson	julie.erickson@qwest.com	781-213-5543	401 Edgewater Pl		Wakefield	MA	01960
Dark Fiber Solutions LLC	Mark Nichols	mnichols@darkfibersolutions.c	800-862-4245 or 270-885-4743	2410B Fort Cambell Blvd		Hopkinsvill	KY	42240
Dark Fiber Solutions LLC	Jack Dixon	jdixon@darkfibersolutions	800-862-4245	2410B Fort Cambell Blvd		Hopkinsvill	KY	42240
NEF Inc.	Peter Fischelis	pfischelis@nefiber.com	617-597-6838 or 617-852-8078	2150 Washington St.	Suite 100	Newton	MA	02462

Segtel **Jeremy Katz** **Cell 252-0216**

ɔIC You are
ıve the right to
ıt for the county
, premises are sit-
ɔon the mortgagee,
ıd as the court may
ıhe scheduled foreclo-

ıchard Charbonneau and
Mark Charbonneau
By their Attorneys,
Alexander S. Buchanan
ıanan, Maynard & Parodi, PLLC
Alexander S. Buchanan, Attorney
40 East Pearl Street
Nashua, N.H. 03060
(603) 881-5800
Dated: November 18, 2011
–Nov. 23, 30; Dec. 7)

Legal Notice

IOTICE OF FORECLOSURE SALE

ursuant to a power of sale con-
ıed in a certain mortgage deed given
DAVID P. LEE AND AMY C. LEE to
RTGAGE ELECTRONIC REGISTRA-
N SYSTEMS, INC. AS NOMINEE FOR
ARANTY RESIDENTIAL LENDING,
. , its successors and assigns, as
ler, dated October 8, 2004, recorded
the Rockingham County Registry of
ds at Book 4378, Page 0501, assigned
EDERAL NATIONAL MORTGAGE AS-
CIATION , by assignment(s) recorded
o be recorded in said Registry, said
ignee, in execution of said power, for
rtgage conditions broken, will sell on
mortgaged premises (street address:
Paul Avenue) in Derry , Rockingham
nty, New Hampshire, at

PUBLIC AUCTION

December 21, 2011 at 9:30 AM., local
e, all of said holder's right, title and in-
st in and to the real estate described
aid mortgage deed.

his foreclosure sale will be made for
purpose of foreclosure of all rights
redemption of the said mortgagor(s)
rein possessed by them and any and
persons, firms, corporations or agen-
s claiming by, from, or under them.

aid premises will be sold subject to
unpaid taxes, liens, or enforceable
umbrances entitled to precedence
r the said mortgage.

aid premises will be sold "as is" in all
pects, including but not limited to, the
sical condition of the premises and
rights, if any, of any occupants of the
mises.

o the mortgagor(s) and any and all
sons, firms, corporations, or others
ming by, from or under them: YOU
E HEREBY NOTIFIED THAT YOU
VE THE RIGHT TO PETITION THE
PERIOR COURT FOR THE COUNTY IN
ICH THE MORTGAGED PREMISES
E SITUATED, WITH SERVICE UPON
E MORTGAGEE, AND UPON SUCH
ND AS THE COURT MAY REQUIRE,
ENJOIN THE SCHEDULED FORE-
OSURE SALE.

erms of sale will be Five thousand and
100 Dollars ($5,000.00) cash or certi-
check satisfactory to the said holder,
e paid at the time of the sale, and the
ance to be paid on delivery of foreclo-
e deed within thirty (30) days thereaf-
The said holder reserves the right to
ve any of the above terms at its discre-
. The said holder reserves the right to
cel or postpone the sale to such sub-
uent date or dates as the holder may
m necessary or desirable.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION
By Its Attorneys,
HAUGHEY, PHILPOT &
LAURENT, P.A.
By: Mark H. Lamper, Esquire
Haughey, Philpot & Laurent, P.A.
816 North Main Street
Laconia, NH 03246
(603) 524-4101
November 18, 2011
.– Nov. 23, 30; Dec. 7)

confessed.

Attest: Raymond W. Taylor, Clerk

The foregoing is a true copy of the order of notice in the above entitled matter.

Attest: Raymond W. Taylor, Clerk
(UL – Nov. 30; Dec. 7, 14)

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Paul H. Malfy** and **Christine Malfy a/k/a Christina Malfy** to Equity One Consumer Loan Company, Inc., dated March 23, 2007 and recorded with the Merrimack County Registry of Deeds in Book 2975, Page 1485 of which mortgage Springleaf Financial Services of New Hampshire, Inc. f/k/a American General Financial Services (NH), Inc. is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 481 Berry Brook Lane, Pembroke, NH will be sold at a Public Auction at 12:00PM on December 22, 2011, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C., 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title, see deed recorded with the Merrimack County Registry of Deeds in Book 2176 Page 1233.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

TERMS OF SALE: To qualify to bid, bidders must register to bid and present to the Mortgagee or its agent the sum of Five Thousand Dollars and 00/100 ($5,000.00) in cash or by certified check or other form of payment acceptable to the Mortgagee or its agent prior to the commencement of the public auction. The balance of the purchase price must be paid in full by the successful bidder in cash or by certified check within thirty (30) days from the date of the public auction, or on delivery of the foreclosure deed, at the option of the Mortgagee. The deposits placed by unsuccessful bidders shall be returned to those bidders at the

gage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all faults. Except for warranties arising by operation of law, if any, the conveyance of the Mortgaged Premises will be made by the Mortgagee and accepted by the successful bidder without any express or implied warranties whatsoever, including, without limitation, any representations or warranties with respect to title, possession, permits, approvals, recitation of acreage, hazardous materials and physical condition. All risk of loss or damage to the Mortgaged Premises shall be assumed and borne by the successful bidder immediately after the close of bidding.

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RESERVATION OF RIGHTS: The Mortgagee reserves the right to (i) cancel or continue the foreclosure sale to such subsequent date or dates as the Mortgagee may deem necessary or desirable, (ii) bid upon and purchase the Mortgaged Premises at the foreclosure sale, (iii) reject any and all bids for the Mortgaged Premises and (iv) amend or change the terms of sale set forth herein by announcement, written or oral, made before or during the foreclosure sale. Such change(s) or amendment(s) shall be binding on all bidders.

Other terms to be announced at sale.

MidFirst Bank
Present holder of said mortgage,
by its Attorneys
Michael L. Georges
Korde & Associates, P.C.
321 Billerica Road, Suite 210
Chelmsford, MA 01824-4100
(978) 256-1500
MMC 10-000388 Roy (November 30, 2011), (December 7, 2011), (December 14, 2011)
(UL – Nov. 30; Dec. 7, 14)

Going Online?
See more public notices at
www.unionleader.com

Legal Notice

PUBLIC NOTICE
INVITATION TO BID

The State of New Hampshire is soliciting bids for Dark Fiber Facilities. Specifications and bid forms may be obtained at

http://admin.state.nh.us/purchasing/bids_posteddte.asp, RFB #1364-12 or at the Bureau of Purchasing, 25 Capitol Street, Room 102, Concord, NH. All bids must be submitted to the Bureau of Purchasing no later than 11:30 A.M. on Wednesday, December 21, 2011

Robert D Stowell, Administrator
Administrative Services
(UL – Nov. 30; Dec. 1, 2)

59120 5-1