



New Hampshire Department of
**BUSINESS AND
ECONOMIC AFFAIRS**



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS**

**REQUEST FOR PROPOSALS:
BROADBAND BUILD FOR UNSERVED LOCATIONS (CORONAVIRUS
CAPITAL PROJECT FUNDS)**

RFP 2026-01

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

Table of Contents

SECTION 1 – Overview and Schedule	4
A. Executive Summary	4
B. Schedule.....	5
C. Description of Agency or Program issuing the Request for Proposals	6
D. Vendor Instructions	6
SECTION 2 – Proposed Scope of Work.....	6
SECTION 3 -- Contract Terms and Conditions.....	8
A. Non-Exclusive Contract.....	8
B. Award	8
C. Standard Contract Terms	8
D. Special Terms to be Included in a Contract Resulting from This RFP	9
SECTION 4 –Request for Proposal Process.....	9
A. Agency Point of Contact/Restriction of Contact with Agency Employees.....	9
B. Vendor Inquiries	10
SECTION 5 – RFP Terms and Conditions.....	10
A. Debarment.....	10
B. Proposal Preparation Cost	10
C. Validity of Proposal.....	10
D. RFP Addendum.....	11
E. Non-Collusion	11
F. Property of BEA.....	11
G. Proposal Confidentiality	11
H. Public Disclosure	11
I. Electronic Posting of RFP Results and Resulting Contract	12

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

J. Non-Commitment..... 13

K. Ethical Requirements..... 13

L. Challenges to Identification of Selected Vendor..... 13

SECTION 6 – Evaluation of Proposals..... 13

A. Criteria for Evaluation and Scoring..... 13

B. Planned Evaluations..... 16

C. Initial Screening..... 16

D. Preliminary Technical Scoring of Proposals 17

E. Oral Interviews and Product Demonstrations 17

F. Final Technical Scoring of Proposals 17

G. Best and Final Offer (BAFO)..... 17

H. Final Selection..... 17

I. Rights of BEA in Accepting and Evaluating Proposals..... 17

SECTION 7 – Process for Submitting a Proposal 18

A. Proposal Submission, Deadline, and Location Instructions..... 18

SECTION 8 – Proposal Content and Requirements 19

Attachment A: Form G-1, Standard Grant Agreement Form 22

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STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

SECTION 1 – Overview and Schedule

A. Executive Summary

New Hampshire’s Department of Business and Economic Affairs (“BEA” or “the Agency”) seeks proposals from qualified Vendors to conduct broadband infrastructure buildout to connect unserved locations. For the purposes of Capital Projects Fund programs, the State of New Hampshire (the State) defines “unserved” to mean any property that consistently experiences internet service speeds slower than 100 Megabytes per second download and 20 Megabytes per second upload (100/20 Mbps), including properties not served at all.

In September 2022, the State received approval from the U.S. Department of Treasury (“Treasury”) for the Broadband Contract Program. This program is designed to incentivize internet service providers (ISPs) to bring broadband access to unserved addresses in the State. Through the program, BEA has awarded contracts to two ISPs in previous broadband buildout RFP rounds. These buildouts, once complete, will connect 48,016 homes and businesses to high-speed, quality internet and will enable populations in previously unserved areas to access a range of economic, social, and healthcare opportunities. These include not only remote learning or remote work options but also access to critical telehealth services. Both ISPs have made significant progress since their awards in late 2022 and early 2023.

Additionally, under its Broadband Matching Grants Initiative (BMGI) program, the State has awarded Coronavirus Capital Projects Fund (CPF) monies to three ISPs spanning twelve projects with a total of 3,087 locations.

Section 9901 of the American Rescue Plan Act of 2021 (ARPA) amended Section 604 of the Social Security Act (SSA) to include a provision for the CPF, thus giving states access to federal grants to invest in projects that meet three main criteria:

- They invest in capital assets designed to directly enable work, education, and health-monitoring;
- They address a critical need that resulted from or was made apparent or exacerbated by the COVID-19 public health emergency; and
- They are designed to address a critical need for the community to be served.

The State has some remaining allocated CPF funding to continue its work to expand broadband infrastructure and bring broadband access to households and businesses that are currently unserved by an existing broadband network.

BEA seeks proposals from qualified Vendors for a third-round broadband buildout to provide high-speed broadband access (100Mbps symmetrical upload and download speeds) to unserved locations as outlined in Section 2 (Proposed Scope of Work); at the lowest cost to the Agency; and in compliance with all issued CPF guidance and requirements.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

BEA anticipates awarding multiple Grant Agreements for projects that meet the objectives of this solicitation, with multiple Vendors eligible to receive portions of the allocated CPF funds, not to exceed a total of \$2,096,771, subject to approval by New Hampshire’s Governor and Executive Council (“G&C”). BEA may, at its sole discretion and subject to the availability of additional appropriated funds, expand the total funding available under this solicitation and issue supplemental awards to one or more Vendors.

Since ARPA federal funds are being utilized, the “Firm Fixed-Price/Not to Exceed” Grant Agreements issued will be a sub-award and BEA will ensure compliance with all federal guidance and requirements, including the applicable requirements of the Code of Federal Regulations Part 200 (Uniform Guidance) or 2 CFR 200.

Projects must be completed as soon as possible but no later than **December 31, 2026**, including the submission and approval of all project closeout documentation to BEA. Any costs incurred by the Vendor after December 31, 2026, will not be eligible for invoicing to the State.

The ongoing operation and maintenance of the project will be the sole responsibility of the awarded Vendor. This RFP is for last-mile buildout only.

Planned and permitted projects that have not commenced construction are eligible. Projects related to existing rural broadband expansion commitments or other existing contractual commitments are not excluded. However, CPF funds must complement and not supplant any existing funding commitments. CPF grant funding cannot be used for costs that will be reimbursed by other federal or state funding streams.

Grant payments will be made upon substantial completion of the project. “Substantial completion” means that the project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational. No payment shall occur until the State has verified substantial completion of the project. Milestone payment terms can be negotiated with a performance bond.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. BEA reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum. As referenced below, “Local Time” is Eastern Daylight Time.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

EVENT	DATE	LOCAL TIME
RFP Released to the Public (Advertisement)	12/08/2025	
Vendor Inquiry Period Ends	12/12/2025	4:00 PM
Final Agency Responses to Inquiries	12/17/2025	4:00 PM
Applicants' Submission of Proposals Due	12/23/2025	4:00 PM
Estimated Notification of Selection and Begin Contract Negotiations	01/13/2026	
Targeted G&C Meeting	02/11/2026	

C. Description of Agency or Program issuing the Request for Proposals

BEA, home of New Hampshire's Office of Broadband Initiatives, is dedicated to enhancing the economic vitality of New Hampshire while promoting the State as a destination for domestic and international visitors. For more information visit www.nheconomy.com or www.choosenh.com.

In this RFP, "Agency" and/or "BEA" refers to New Hampshire's Department of Business and Economic Affairs. "Vendor" means a person or entity that offers products or services for sale. "Applicant" refers to a Vendor that submits a proposal responsive to this RFP. "Selected Vendor" means the qualified person or entity that submits a proposal to which BEA awards the highest score according to the criteria set forth in this RFP.

D. Vendor Instructions

Interested Vendors must read this RFP in its entirety and submit required information and documents in the manner it prescribes. Vendors are responsible for reviewing the most updated information related to this RFP before submitting their proposals.

SECTION 2 – Proposed Scope of Work

BEA is seeking proposals from vendors to provide broadband access to as many eligible locations as possible, as identified in Attachment E, at the lowest overall cost to the State. BEA reserves the right to make awards to multiple vendors, as necessary, to achieve this objective.

The scope of this project includes planning, construction, and installation of all necessary broadband infrastructure and equipment for providing access to broadband for all unserved locations (Attachment F). Per CPF guidance, the program requires the project to be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds. To accomplish these speeds, the project will prefer fiber-optic technology.

Ongoing operations and maintenance of the system will be the sole responsibility of the selected Applicant. Additionally, any costs incurred for properties or locations that do not meet the definition of “unserved,” as defined in this RFP’s executive summary, are not eligible to be covered by the State under this RFP.

The selected Applicant(s) will be responsible for providing broadband access, as defined by Section I.C.a. in the **Guidance for the Coronavirus Capital Projects Fund (Attachment G)**, to the unserved locations included in their approved project proposals, as listed in Attachment F, at the lowest cost to the State.

The Vendor is responsible for compliance with all applicable local, state, and federal laws, codes, and regulations related to the project and shall acquire all necessary permits, approvals, and agreements.

At a minimum the following requirements must be met:

1. The project must provide broadband connectivity to unserved eligible locations included in (Attachment F);
2. The project is designed to deliver service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps. If an Applicant deems these speeds impracticable, because of geography, topography, or excessive cost, the project must be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for downloads and uploads speeds.
3. The project must be completed as soon as possible, but no later than December 31, 2026;
4. Applicant(s) must be a NH municipality or qualified New Hampshire ISP, or both, and must be able to support the internet service once it is built; and
5. The proposed technology must have demonstrable efficacy and broad consumer acceptance in the market.
6. The Applicant must commit to participate in any potential future version of the Affordable Connectivity Program (ACP), or any successor subsidy program, as required by CPF and if applicable. The original ACP and its monthly discount on broadband services ended on June 1, 2024, due to a lack of additional funding from Congress.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

7. The successful Applicant must include at least one low-cost option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Any future, low-cost option mandated by the federal government would negate this requirement.

8. Applicants must describe how they will financially support the costs of the project, ensuring on-time fulfillment of the contract.

SECTION 3 -- Contract Terms and Conditions

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. BEA reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If BEA decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

C. Standard Contract Terms

BEA will require the Selected Vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form G-1) which is attached as Attachment A. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The terms of this RFP and the selected Applicant's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected Applicant's Proposal. References in the G-1 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the G-1; Exhibit B – Scope of Services; and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that an Applicant believes that exceptions to the contract terms in Attachment A will be necessary for the Vendor to enter into the contract, the Vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

D. Special Terms to be Included in a Contract Resulting from This RFP

The selected Applicant will be required to agree to the provisions of the State of New Hampshire Broadband Contract as drafted for CPF funding, all federal requirements related to U.S. Department of Treasury funding, and any additional provisions based on the specific requirements of this RFP and the Applicant's response to it. All projects will be subject to a compliance review and/or audit by either the State, the United States Department of Treasury, or their representatives.

The selected Applicant will be required to provide, in a timely manner, all documents necessary for approval of the contract, including, but not limited to:

- 1) A current Certificate of Good Standing from the NH Secretary of State.
- 2) A notarized Certificate of Authority for the individual signing the contract.
- 3) A Certificate of Insurance naming the State of New Hampshire, Department of Business and Economic Affairs as an additional insured and reflecting the following required coverage:
 - i Comprehensive General Liability Insurance. The coverage shall have appropriate riders 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;
 - ii Automobile liability coverage; and
 - iii State of New Hampshire Workers' Compensation, as defined by the state.

SECTION 4 –Request for Proposal Process

A. Agency Point of Contact/Restriction of Contact with Agency Employees

The **sole point of contact** for this RFP, from the RFP issue date until the approval of the resulting contract by the G&C, is:

Wayne Goulet, Wayne.V.Goulet@livefree.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with BEA regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

B. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Attachment A, including the Form G-1, shall be submitted via email to BEA Point of Contact specified above. Inquiries must be received by the end of Vendor Inquiry Period (see Schedule of Events herein).

The Vendor must identify the RFP name and the number and include the Vendor's name, telephone number, and e-mail address.

BEA will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at BEA's discretion. BEA may consolidate and/or paraphrase questions for sufficiency and clarity. BEA may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to G-1, BEA will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the RFP, Form G-1 and/or any relevant attachments not raised during the inquiry period are waived.** Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon BEA. Official responses by BEA will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

SECTION 5 – RFP Terms and Conditions

A. Debarment

Vendors who are ineligible to submit proposals, bids or quotes as sought by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

B. Proposal Preparation Cost

By submitting a proposal, a Vendor agrees that in no event shall BEA be either responsible for or held liable for any costs incurred by a Vendor in the preparation of or in connection with the proposal, or for work performed prior to the Effective Date of a resulting Contract.

C. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

D. RFP Addendum

BEA reserves the right to amend this RFP at its discretion, prior to the proposal submission deadline. In the event of an addendum to this RFP, BEA, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

E. Non-Collusion

The applicant's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other applicants and without effort to preclude BEA from obtaining the best possible competitive Proposal.

F. Property of BEA

All material received in response to this RFP shall become the property of BEA and will not be returned to the Vendor. Upon contract award, BEA reserves the right to use any information presented in any Proposal.

G. Proposal Confidentiality

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. An Applicant's disclosure or distribution of proposals other than to BEA may be grounds for disqualification.

H. Public Disclosure

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial, or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify the Vendor that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials that are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

I. Electronic Posting of RFP Results and Resulting Contract

At the time of receipt of proposals, BEA will post the number of responses received with no further information. No later than five business days prior to submission of a contract to the Department of Administrative Services, BEA will post the ranks or scores of each responding Vendor. In the event that the contract does not require Governor & Executive Council approval, BEA will disclose the rank or score at least five business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any

specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

J. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit BEA to award a contract. BEA reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process.

K. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

L. Challenges to Identification of Selected Vendor

Within five business days of BEA's posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that BEA review its selection process. The request must be in writing and must specify all points on which the Vendor believes BEA erred in its process and shall contain such argument in support of its position as the Vendor seeks to present. In its request for review, a Vendor shall not submit, and an agency will not accept nor consider, any substantive information that was not included in the original proposal. BEA will respond to the request within five business days of its receipt.

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

Each responsive Proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

Deconflicting Process for Project Proposal Scoring

After all Project Proposals are received, the State will compile a master list of all locations identified in each and flag any locations appearing in multiple proposals as overlapping or “conflicting.”

Each Project Proposal will initially be scored based on the total number of eligible locations claimed, ignoring overlaps.

For locations included in multiple proposals, the State will assign each to a single proposal using the following hierarchy of criteria:

- **Lowest Project Proposed Cost per Location** – Preference is given to the proposal offering the lowest project cost to serve the locations, including overlapping location(s);
- **Download/Upload Speeds** – If costs are equal, preference goes to the proposal offering higher speeds upon project completion.
- **Randomized Tie-Breaker** – If a tie still exists, a lottery, such as a coin toss, or another similar random method will be used.

Once overlapping locations have been assigned, points for total locations served will be recalculated to include only the unique locations assigned to each Project Proposal, ensuring that no location is counted in multiple proposals’ scores.

For example, if Location X appears in both Project Proposal A (50 locations, \$1,000 average cost-per-premise (CPP) of the project) and Project Proposal B (40 locations, \$900 CPP of the project), Location X is assigned to Proposal B, resulting in final counts of 49 locations for Proposal A (50 minus the overlapping location) and 40 locations for Proposal B (all counted).

PRIMARY CRITERIA	MAXIMUM AVAILABLE POINTS	EXPLANATION
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	100	
Organizational Structure	10	BEA will award Applicants 10 points if they are a cooperative, non-profit, or government-affiliated organization authorized to perform business in New Hampshire. Applicants that do not fall into these categories but are still authorized to perform business in New Hampshire will be awarded 5 points.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

Experience and qualifications of key staff and subcontractors	20	<p>BEA may award up to 20 points based on the following;</p> <ul style="list-style-type: none"> • an assessment of the history of the company, • experience as it relates to the requirements within this RFP, • evidence of past performance, • quality and relevance of past work, • references, and related items, • qualifications and experience of your managerial team, staff, subcontractors, and related items. • demonstration of the organization’s financial capability,
Approach to scope of work methodology	20	<p>BEA may award up to 20 points based on the following;</p> <ul style="list-style-type: none"> • Approach to serving unserved locations. Applicants are not required to include all locations in their proposal. • Applicants should specify the total number of locations they plan to serve in their response. The proposal with the highest number of eligible locations will be awarded 10 points, with points decreasing as the number of locations to be served decreases. If multiple project proposals include the same locations, the State will apply the deconflicting process for project proposal scoring. • An assessment of the strategy, tactics and budget that will address the items of the Scope of Work in RFP Section 2.
Offered speeds	20	<p>BEA will consider projects that reliably meet or exceed symmetrical download and upload speeds of 100 Mbps upon completion and projects with 100/20 Mbps that are scalable to 100 Mbps symmetrical. Projects with 100/100 Mbps symmetrical upon completion will receive more points than projects with 100/20 Mbps scalable to 100/100 Mbps.</p>
Budget approach and cost effectiveness	10	<p>BEA may award up to 10 points based on how effectively the proposed budget supports the delivery of high-quality services in relation to the overall project scope and value. BEA will assess the reasonableness, structure, and strategic alignment of the budget and fee approach. To be awarded the maximum points, the budget should:</p> <ul style="list-style-type: none"> • Be clearly aligned with project goals and scope. • Demonstrate exceptional value for money with a strong return on investment. • Have a transparent, well-justified fee structure that is strategically designed to maximize impact. • Include cost-saving measures without compromising quality.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

		<ul style="list-style-type: none">• Provide detailed breakdowns and justifications for all cost elements.• Show an understanding of cost drivers and risk mitigation strategies.
Cost per passing	20	Applicants should include the average CPF funded cost per passing of the unserved locations. The proposal with the lowest average CPF funded cost per passing among those received will be awarded 20 points, with points decreasing as the average CPF funded cost per passing increases.
Total Maximum Points	100	

The Evaluation Committee will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by BEA, will be used to refine and finalize scores.

If BEA decides to make an award based on these evaluations, BEA will notify the selected Applicant(s). Should BEA be unable to reach agreement with the Selected Vendor(s) during Contract discussions, BEA may then undertake Contract discussions with the next preferred Vendor and so on, or BEA may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

B. Planned Evaluations

BEA plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Technical Proposals;
- Oral interviews and/or product demonstrations (if necessary);
- Evaluation of Technical Proposals and final scoring;
- Best and Final Offer (BAFO) if appropriate; and
- Final Selection: Select the highest scoring vendor and begin contract execution.

C. Initial Screening

BEA will conduct an initial screening to verify Vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. BEA may waive or offer a limited opportunity to cure

immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

D. Preliminary Technical Scoring of Proposals

BEA will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Price proposals **will** be considered during this review under the “budget approach/cost effectiveness of work” category. Vendors should provide, **at a minimum**, a lump sum price for all work.

E. Oral Interviews and Product Demonstrations

If BEA determines that it is appropriate, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. BEA retains the sole discretion to determine whether to conduct oral interviews, with which Vendors; and the number of interviews. Vendors are advised that BEA may decide to conduct interviews with less than all responsive Vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and product demonstrations. BEA may ask the Vendor to provide written clarifications of elements in their technical proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the proposals.

F. Final Technical Scoring of Proposals

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of proposals requested by BEA, the evaluation team will determine a final score for each technical proposal.

G. Best and Final Offer (BAFO)

BEA may seek a best and final offer (BAFO) from any Applicant in this procurement process. BEA reserves the right to select the Vendor based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any Vendors. As BEA may not request a BAFO, Vendors are encouraged to provide their most competitive prices in their initial proposals.

H. Final Selection

BEA will conduct a final selection based on the final evaluation of the proposals or, if requested, as a result of the Best and Final Offer, and begin contract discussions with the Selected Vendor(s).

I. Rights of BEA in Accepting and Evaluating Proposals

BEA reserves the right, at its sole discretion, to:

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

- Make independent investigations in evaluating proposals
- Request additional information to clarify elements of a proposal
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State
- Omit any planned evaluation step if, in BEA's view, the step is not needed
- Reject any and all proposals at any time, and
- Open contract discussions with the second highest-scoring Vendor and so on, if BEA is unable to reach an agreement on contract terms with the higher-scoring Vendor(s).

SECTION 7 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the BEA no later than the Proposal Due Date and time specified in the Schedule of Events, herein. Proposals must be submitted electronically to the State's designated Point of Contact:

Wayne.V.Goulet@livefree.nh.gov

Emails pertaining to this proposal must be clearly marked in the subject line as follows:

**STATE OF NEW HAMPSHIRE RESPONSE TO RFP BROADBAND BUILD FOR
UNSERVED LOCATIONS (CORONAVIRUS CAPITAL PROJECT FUNDS) DBEA
2026-01**

Unless waived as a non-material deviation in accordance with Section 6, late submissions will not be accepted. Delivery of the Proposals shall be at the Applicant's expense. The time of receipt shall be considered when a Proposal has been officially documented by BEA, in accordance with its established policies, as having been received at the location designated above. BEA accepts no responsibility for misaddressed or mislabeled documents not delivered or undeliverable for whatever reason.

All Proposals submitted in response to this RFP must consist of:

- a) One original electronic copy of the Proposal; and
- b) One electronic copy of the Proposal with all Confidential Information fully redacted, as provided for in Section 5H of this RFP.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

Applicants should consider file size when submitting an electronic proposal and strive to keep attachments in a single email below 15 megabytes. Multiple emails may be necessary to transmit a single proposal. To guard against responses potentially being overlooked due to being quarantined by the State's spam protection software, it is strongly recommended that an email with no attachments be sent to the contact person initially stating that email(s) containing a proposal are to follow.

No changes or additions to a proposal will be accepted after the specified due date and time. If necessary, Applicants may be contacted for clarification of information submitted.

Applicants who are ineligible to submit proposals, bids or quotes in response to requests by the Department of Administrative Services, Division of Procurement and Support Services, pursuant to the provisions of RSA 21-I:11-c, shall not be considered eligible for an award under this RFP.

SECTION 8 – Proposal Content and Requirements

Applicants shall follow the below format and provide the required information set forth below:

Organization and Experience

- Verify SAM registration at www.SAM.gov; and provide printout of SAM registration with application.
- The Vendor must submit a signed Transmittal Letter with their response using "Attachment B -The State of New Hampshire Transmittal Letter" template provided. Any electronic alteration to the content of this Transmittal Letter template is prohibited. Any such changes shall result in a Proposal disqualification.
- Complete "Contractor Data Sheet" (Attachment C).
- A written introductory statement, not to exceed three (3) pages including:
 - Experience in providing services as described in Section 2.
 - Expertise of participating personnel including, but not limited to, those identified in Attachment A and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.
- Proposals must address strategy, analysis, tactics, and budget of each item listed in Section 2: Scope of Work.
- Demonstrate the Vendor's financial capability to provide the work described in Section 2: Scope of Work.
- Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.
- Provide relevant case studies.

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

- Financial Terms - Complete “Project Budget and Budget Narrative Worksheet” (Attachment D).
- An oral presentation of proposed strategy, methodologies, and execution (if requested).
- Provide client references as directed in Attachment C.
- Past experience serving rural New Hampshire residents with broadband.
- Evidence of certification as either a cooperative, non-profit, or government-affiliated organization authorized to perform business in New Hampshire.
- Any anticipated sub-contracts that will be required to complete this project work.

Project Details

- List the locations included in the project proposal in the *Project Locations* column of Attachment F.
- Network diagram down to the street/address level for each location the project will serve including Fabric IDs, as well as the anticipated speed to be made available for each location.
- Breakdown of major project milestones and associated cost of each milestone. To include but not be limited to:
 - Project planning activities
 - Construction activities
 - Installation activities
- A summary of the pricing packages that will be available to properties served, including the speeds available at that price and any differences between residential and business location pricing
- Justification of affordability for lowest speed tier
- Justification for any properties anticipated to not reliably have access to 100/100 Mbps speeds after deployment
- A detailed description of the deployment strategy
- A detailed description of how the Applicant plans to get the required pole access needed for the deployment and evidence of Pole Attachment Agreements as needed
- A project timeline that shows evidence that the Applicant has considered the December 31, 2026, deadline for project completion. The project plan can be presented in the format desirable by the Applicant but should include at a minimum:
 - Awarded project
 - Contract signed
 - Financing finalized

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

- Submission of all pre-project documentation to the Agency, as required by the project contract
 - Lead-time for necessary materials
 - Lead-time for necessary approvals (permits, etc.)
 - Stakes in the ground
 - First house/business on-line
 - Last house/business on-line
 - Project completion, including approval of all final deliverables by BEA
 - A description of the Applicant's anticipated take rate by residences and their mitigation strategies for risk exposure in the event of low take
 - A description of the Applicant's Operation and Maintenance Plan after completion of the project
- Applicants must provide written assurance in the form of an affidavit that they intend to comply with the following requirements:
 - that no portion of the proposed project has already commenced construction or buildout;
 - that they participate in, or intend to before execution of the project contract, the ACP and are committed to participating in any future federal subsidy program, as applicable. The original ACP and its monthly discount on broadband services ended on June 1, 2024, due to a lack of additional funding from Congress.

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STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

Attachment A: Form G-1, Standard Grant Agreement Form

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER G-1 (version 11/2021)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name		1.2. State Agency Address	
1.3. Grantee Name		1.4. Grantee Address	
1.5 Grantee Phone #	1.6. Account Number	1.7. Completion Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency		1.10. State Agency Telephone Number	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: Assistant Attorney General, On: / /			
1.16. Approval by Governor and Council (if applicable)			
By: On: / /			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

STATE OF NEW HAMPSHIRE
Department of Business and Economic Affairs
2026-01 Broadband Build for Unserved Locations (Coronavirus Capital Project Funds)

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
19. **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 first above given.
20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **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.
23. **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.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.